OWNER/CONTRACTOR AGREEMENT
FOR
TECHNOLOGY IMPROVEMENTS

This Owner/Contractor Agreement for Technology Improvements ("Contract") is made this _____ day of , 2025 by and between **NORTHVILLE PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 405 W. Main Street, Northville, Michigan 48167 (hereinafter referred to as the "District" or "Owner"), and _____, a Michigan corporation, whose address is _____ (hereinafter referred to as "Contractor"), for the installation of _____, including the purchase and installation of all equipment, as well as related services and support, training, maintenance and warranties related to same, all in accordance with the terms and conditions herein. The District and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District desires installation of technology improvements, including, but not limited to, equipment, services and support, training, maintenance and warranties, all as set forth in the District's Bond Proposal, the approved plans, Specifications, Drawings and Contract Documents, and as otherwise approved by the District (collectively the "Project");

WHEREAS, the District, by Request For Bid dated _____, 2025 ("RFB"), sought bids for the Project;

WHEREAS, Contractor is an entity which has represented to have the personnel, expertise, training, capacity and qualifications to perform the Project contemplated in the RFB, and has responded to the RFB ("Response"); and

WHEREAS, the District and Contractor desire to enter into this Contract to authorize and require the Contractor to perform the obligations identified in the RFB, Response, Contract Documents and any other duties identified herein.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

SECTION 1 – INCORPORATION OF DOCUMENTS

1.1 The object of this Contract is to formalize in one document the complete agreement between the Parties relative to the Project. Accordingly, the RFB and Response are incorporated herein by this reference as if fully restated herein. In the event of any inconsistency between or among the RFB, the Response, the Project Specifications, Drawings, the Project Manual, this Contract or any other Contract Document, the provision that is more beneficial to the Owner (as determined in the Owner's sole discretion) shall be deemed to control. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Response are not expressly accepted by the District in writing and incorporated into this Contract.

SECTION 2 – DESCRIPTION OF SERVICES / RELATIONSHIP OF PARTIES

2.1 Contractor shall provide the services described in the Contract Documents identified in Section 1, as required by law, as may otherwise be subsequently agreed to by the Parties in writing via change order, and/or as otherwise may be directed by the Owner via construction change directive when a change order cannot be timely agreed upon ("Services" or "Work"). Without limiting the breadth of the foregoing, the Services shall include, but not be limited to, any and all equipment, components, materials, documentation, labor, services and support, testing, and software reasonably necessary to install the

agreed-upon Project which will constitute a fully operational solution as contemplated by the Contract Documentation, as well as all required training, services and support, warranties on all equipment and Services required for a minimum _____ (___) year(s) (in addition to assigning all applicable manufacturer's warranties), and a minimum of _____ (___) year(s) of maintenance on material and labor.

2.2 Contractor agrees that the individuals assigned to provide Services under this Contract will adhere to professional standards and will perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Work rendered. Contractor further agrees that the equipment installed pursuant to this Contract shall be new and of good working order.

2.3 In the performance of Services under this Contract, Contractor (its agents, subcontractors and employees) shall be regarded at all times as performing Services as an independent contractor of the District. Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Contract.

2.4 Contractor's employees assigned to provide Services shall be fully certified, licensed and approved as necessary to lawfully perform the Services, and Contractor and its employees shall at all times comply with applicable statutes, laws, rules, regulations, and District policies.

2.5 Contractor is expected to coordinate the timing, location, and performance of Services with the District's technology designer, the District's representative, and/or any other District administrator identified to the Contractor in writing. The intent of this section is not to direct the Contractor's Work, but only to ensure the efficient and smooth performance of same in light of the District's ongoing operations. The Contractor shall cooperate and coordinate with other contractors working on the District's overall technology improvement project, including both technology contractors and non-technology contractors, to ensure a seamless and efficient installation of improvements.

SECTION 3 – FEES, INVOICE AND PAYMENT

3.1 In consideration of Services properly provided by Contractor under this Contract, the District will pay to Contractor _____ and 00/100 ($_____) Dollars which amount is consistent with the Contractor's Response including any alternates accepted by the District.

3.2 Invoices shall be submitted no more frequently than monthly and shall coincide with the value of Work performed. The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice, but in no event shall a payment be made if such payment will result in the Contractor receiving an amount that exceeds the value of Services performed to date.

3.3 Without regard to Section 3.2, the District shall be entitled to retain ten percent (10%) of any amounts paid until the Contractor has successfully and finally completed its Services.

3.4 Disputes regarding requests for payments will be communicated to Contractor by District, in writing, within thirty (30) days of the receipt of invoice. Payments will not be delayed unless Contractor is unable to resolve the matter to District's satisfaction ten (10) days prior to payment due date.

SECTION 4 – INDEMNIFICATION, INSURANCE AND BONDS

4.1 Contractor shall indemnify, defend and hold harmless the Owner, its Board and its Board Members in their official and individual capacities, its administrators, employees, contractors and agents (collectively "Indemnities"), from and against all claims, counter-claims, suits, debts, demands, actions, injuries, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Work pursuant to the Contract Documents and/or from Contractor's violation of any of the terms of this Contract, including, but not limited to: (1) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees,

agents and subcontractors; (2) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, agents and subcontractors; (3) any violation of applicable laws by its officers, directors, employees, agents and subcontractors; or (4) any breach of any representation or warranty by the Contractor under this Contract by its officers, directors, employees, agents and subcontractors. The Contractor shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract. The Contractor shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract. This section shall survive the expiration or earlier termination of this Contract and shall not be limited by the Contractor's insurance obligations contained in this Contract.

4.2 The Contractor agrees to indemnify, hold harmless and defend, at its sole expense, the Owner from any claim or suit brought against the Owner arising from claims of violation of United States patents or copyrights or claims of misappropriation or misuse of trade secrets resulting from the Contractor's or the Owner's use of any equipment, systems, documentation, and/or data developed in connection with the Services and Project described in this Contract. The Owner will provide the Contractor with a written notice of any such claim or suit. The Owner will also assist the Contractor, in all reasonable ways, but without any additional expense, in the preparation of information helpful to the Contractor in defending the Owner against this suit.

In the event that the Owner is required to pay monies, in defending such claims, resulting from the Contractor being uncooperative or unsuccessful in representing the Owner's interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse for all monies expended in connection with these matters. The Owner retains the right to offset against any amounts owed Contractor any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner's use of any product or Project and should the Contractor determine not to further appeal the claim issue, at the Owner's sole option the Contractor shall provide, at the Contractor's sole expense, the following:

(a) Purchase for the Owner the rights to continue using the contested product(s) or Project, or

(b) Provide substitute products or Project to the Owner which are, in the Owner's sole opinion, of equal or greater quality.

If (a) or (b) are not commercially feasible, Contractor will refund all monies paid to the Contractor for the product(s) or Project subject to the court action. The Contractor shall also pay to the Owner all reasonable related losses related to the product(s) or Project and for all reasonable expenses related to the installation and conversion to the new product(s) or Project.

4.3 Contractor agrees to procure and maintain insurance coverage in types and amounts required by the RFB. Contractor agrees to provide the District certificates of insurance evidencing such coverage prior to commencing any Services hereunder. Insurance shall be obtained and maintained from an insurance company licensed to sell insurance in the State of Michigan with an A A.M. Best rating, or equivalent. Insurance coverages shall not be reduced or eliminated without at least sixty (60) days prior written notice to the District. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the Owner as an additional insured for claims caused in whole or in part by the Contractor, its employees, agents and subcontractors.

4.4 Upon award of this Contract, Contractors whose Response are $50,000.00 or more will be required to furnish a Performance Bond and a Labor and Material Payment Bond, in forms satisfactory to the District, in the amount of 100% of its Response by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Labor and Material Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney.

The cost of the Bonds shall be included in each Response and the Purchase Price contained herein. The Bonds shall, at a minimum, remain in effect for a period of one (1) year from Substantial Completion of the Work. The Contractor shall submit both the Performance Bond and Labor and Material Payment Bond to the District's _____ within _____ [days/weeks] of the Effective Date of this Contract or prior to the start of the Work, whichever comes first.

SECTION 5 – EMPLOYEES AND SUBCONTRACTING

5.1 The District reserves the right to approve the identity of representatives and employees of the Contractor and any subcontractors. The District shall have the right to have any employee of the Contractor or a subcontractor removed from the Project at the District's direction upon two (2) weeks' written notice, subject to Contractor's status as employer.

5.2 In the performance of this Contract it may be necessary for Contractor to sublet part of the Work to others. The Contractor will inform the District as to which subcontractors will be used. Subcontractor use shall be subject to the approval of the District. The Contractor will be fully responsible to the District for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor. Nothing in this Contract shall create any contractual relationship between any subcontractor and the District. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part thereof, or the Contractor's right, title, or interest in same without the prior written consent of the District. The Contractor shall not assign any of the monies due or to become due and payable under this Contract without prior written consent of the District.

SECTION 6 – EQUAL EMPLOYMENT OPPORTUNITY

6.1 The Contractor warrants and represents that it is an equal opportunity employer and that it does not unlawfully discriminate against anyone on the basis of race, creed, color, age, sex, national origin, disability, handicap or any other protected class identified in either Michigan or Federal law.

SECTION 7 – OWNER'S RIGHT TO CORRECT DEFICIENCIES AND TERMINATION

7.1 If the Contractor shall neglect to perform the Work properly, or should it refuse to remedy any defects in the Work due to inferior quality or workmanship or material, or should it in any manner fail to perform any provision of this Contract, the District, after seven (7) days' written notice to the Contractor, may correct such deficiencies at Contractor's cost and may deduct the cost thereof from any payment due the Contractor. The remedy described in this section is not exclusive and shall have no effect on the Owner's ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

7.2 Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the District under this Paragraph if the District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material.

7.3 Upon termination of this Contract by the District for breach or default of the Contractor, the District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

SECTION 8 – TIME FOR PERFORMANCE

8.1 Time is of the essence of this Contract. The Contractor acknowledges and agrees that the performance of Services shall commence on or before _____, 2025 and shall be finally and sufficiently completed on or before _____, 2025. The failure to timely perform shall result in liquidated damages in the amount of _____ per day. For any alleged delay in performance caused by the District, the Contractor's sole remedy shall be an extension in the deadline for performance.

SECTION 9 – DISPUTE RESOLUTION

9.1 The Parties shall first attempt to resolve disputes through non-binding mediation. Any claim or dispute not resolved by non-binding mediation shall be subject to litigation in accordance with Michigan law.

9.2 A demand for mediation may be filed along with a complaint in litigation, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court). Any demand for mediation filed prior to a complaint in litigation shall toll the statute of limitations for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

9.3 In the event of any mediation arising out of or relating to this Contract, Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located. Any mediation with respect to this Contract shall be non-binding.

9.4 The Owner reserves the right in its discretion to require consolidation or joinder of any dispute arising out of or relating to this Contract which another mediation or arbitration involving a person or entity not a party to this Contract, in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

9.5 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between the parties to those agreements.

9.6 As a condition precedent to any claim or cause of action brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within twenty-one (21) days of becoming aware of same. The failure to timely provide such notice shall be an irrevocable waiver of any claim or cause of action. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Services.

SECTION 10 – TAXES

10.1 The Contractor acknowledges that the District is a tax-exempt entity and any taxes incurred pursuant to performance of this Contract, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of Contractor.

SECTION 11 – TRAINING

11.1 The Contractor shall provide the following training services at no additional cost to the Owner:

As defined, and agreed to in, The Request For Bid.

SECTION 12 – SERVICE / MAINTENANCE

12.1 The Contractor shall provide the following Services and maintenance at no additional cost to the Owner:

As defined, and agreed to in, The Request For Bid.

SECTION 13 – WARRANTIES

13.1 The Contractor shall provide the following warranties at no additional cost to the Owner:

As defined, and agreed to in, The Request For Bid.

13.2 In addition to, and not in substitution of, Section 13.1, the Contractor shall assign and forward to the Owner all applicable manufacturers' warranties for any equipment, software or materials relevant to the Project and Services.

SECTION 14 -- MISCELLANEOUS

14.1 Neither Party shall assign this Contract nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

14.2 This Contract constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services contemplated.

14.3 None of the terms and provisions of this Contract may be modified or amended in any way except by written amendment, change order, or construction change directive.

14.4 Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Contract, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Contract.

14.5 This Contract shall be interpreted and enforced under the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.

14.6 If any provision of this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected, impaired or prejudiced thereby.

14.7 The Contractor assumes all risk of loss or damage to the equipment prior to acceptance. Title to the equipment will pass at that time.

14.8 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

14.9 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

14.9.1 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and

any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or its employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

14.9.2 The Contractor also shall be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 14.10.1.

14.9.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment in a form acceptable to Owner.

SECTION 15 – AUTHORIZATION

15.1 This Contract has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Contract on behalf of the District or Contractor, as is respectively applicable.

NORTHVILLE PUBLIC SCHOOLS, **_____,**

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____