CONTRACT FOR SERVICES

BETWEEN

STATE OF MICHIGAN DHS-BCAEO

STATE OF MICHIGAN-LICENSING RULES AND REGULATIONS

DEPARTMENT OF ENERGY

ALLEGAN COUNTY RESOURCE DEVELOPMENT COMMITTEE INC., DBA COMMUNITY ACTION OF ALLEGAN COUNTY (CAAC)

(Hereinafter referred to as the **AGENCY**)

AND

Sample Company LLC

(Hereinafter referred to as the CONTRACTOR)

FOR

Weatherization Assistance Program

Private Contracting Project

Program Year Start Date: XXX

Program Year End Date: XXX

Contract Number: XXX

Effective Date: XXX

CFDA # 81.042

I. WITNESS:

WHEREAS, the AGENCY has been given the authority to subcontract in the State of Michigan to implement the U.S. Department of Energy's "Weatherization Assistance for Low-Income Persons" program pursuant to Title IV, Part A of the Energy Conservation and Production Act of 1976, 42 USC 6861-6873, as amended; and

WHEREAS, the AGENCY desires to engage the CONTRACTOR to assist in the performance of the aforementioned program; NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the AGENCY and the CONTRACTOR hereto do mutually agree as follows:

II. TERM:

The effective date of this Contract is: Insert Date, 2022, through: Insert Date, 2023, unless terminated or extended prior to that time pursuant hereto.

III. STATEMENT OF WORK:

The CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials, and services; and perform all work required in accordance with the Technical Weatherization Policies (TWP) and the Standards for Weatherization Materials, 10 CFR 440 Appendix A, the Retrofitting Michigan: Standard Work Specifications Field Guide; the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS) and all State of Michigan Rules and Regulations. All work where applicable will adhere to NREL JTA requirements.

The property(ies) to be contracted for will be included in the Preliminary Award Notices, issued by the AGENCY as the property(ies) is (are) determined eligible for service (Refer to Special Condition #1). The CONTRACTOR agrees to install said items in a good and workmanlike manner at such times and such places as designated by the AGENCY.

IV. SPECIAL CONDITIONS:

1. The CONTRACTOR hereby acknowledges receipt of the TWP and the Standards for Weatherization Materials, 10 CFR 440 Appendix A, the Retrofitting Michigan: Standard Work Specifications Field Guide; the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS), All work where applicable will adhere to NREL JTA requirements as provided by the AGENCY. In addition, the CONTRACTOR hereby agrees to comply with all the specifications, requirements, terms and similar material contained in these documents and adhere to and all State of Michigan Rules and Regulations.

2. No work shall begin until the AGENCY issues a written "Preliminary Award Notice" to the CONTRACTOR. The "Preliminary Award Notice" will identify the property(ies) to be weatherized. The Preliminary Award Notice provided to the CONTRACTOR by the AGENCY will indicate the job location, describe the work to be performed, and state the contract award price. The CONTRACTOR must contact the AGENCY of receipt of the Preliminary Award Notice to either accept or refuse the job. The acceptance or refusal of the job is accomplished by signing and returning the preliminary award notice.

3. The CONTRACTOR must commence work on the property(ies) identified within five (5) working days after issuance of the Preliminary Award Notice. At the option of the AGENCY, this contract may be cancelled by failure of the CONTRACTOR to begin work by or on the date specified.

4. All work shall be completed in a professional manner acceptable to the AGENCY Contractors of CAAC are subject to the observance of the organization's rules and procedures. As such, CAAC reserves the right to remove or deny contractors who violate its “Code of Conduct.”

5. All materials must be installed in accordance with the procedures outlined in the TWP and the Standards for Weatherization Materials, 10 CFR 440 Appendix A, the Retrofitting Michigan: Standard Work Specifications Field Guide; the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS) and in accordance with all local codes and ordinances. All work where applicable will adhere to NREL JTA requirements.

6. It will be the responsibility of the AGENCY to identify the work that will be performed on each house; it will be the responsibility of the CONTRACTOR to perform his/her own measurements with respect to door and window work. The CONTRACTOR shall notify and get written approval from the Agency before doing any work that deviates from the Preliminary Award Notice specifications. If any weatherization measures are not specified on the Contractor's unit price list, the AGENCY and the CONTRACTOR will negotiate prices on a case-by-case basis or prices will be requested through a supplemental bid. The AGENCY reserves the right to delete any such measure if the price is deemed to be inappropriate.

7. The CONTRACTOR agrees that time is of the essence and that all work shall be completed within thirty (30) days of issuance of the Preliminary Award Notice, and for each calendar day after the expiration of such thirty (30) day period that the work is not completed, CONTRACTOR shall be liable for liquidated damages of $50.00 per day which shall be deducted from AGENCY'S payment to CONTRACTOR. Extensions of time for completion of work may be permitted provided that written request for extension detailing the reasons therefore are received and accepted by the AGENCY prior to the expiration of the initial thirty (30) day period.

8. The CONTRACTOR shall:

a. Keep the premises broom clean and orderly during the course of the work and remove debris at the completion of the work.

b. Guarantee the labor and materials for a period of eighteen (18) months from the date of final acceptance of all the work required by the AGREEMENT.

c. Permit the AGENCY or its designee to examine and inspect the premises where the weatherization work is being or has been performed. The CONTRACTOR shall grant the AGENCY, the Michigan Department of Human Services, The United States Department of Energy, the United States Comptroller General, the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998, and any of their authorized agents access to any books, documents, papers, and records of the CONTRACTOR for the purpose of making audits, examinations, excerpts and transcriptions thereof, and permission to interview any officer or employee of the CONTRACTOR regarding the activities funded under this Contract.

d. To protect the property against damage and theft.

e. Repair all surfaces and work damage by the CONTRACTOR resulting from work under this contract at no additional cost to the AGENCY. "Repair" means the item is to be placed in equal or new condition either by patching or replacing. The finished work shall match adjacent work in design, dimension, texture, and hue. Any repairs or corrective actions necessary shall be completed within five (5) business days of notification.

9. The CONTRACTOR shall procure, at his own expense, all necessary licensing and permits required by law to perform the work released to him under this Contract, and to arrange on CONTRACTOR'S own time and expense any other miscellaneous charges that might be necessary to perform the work called for. The Contractor shall comply with all applicable Federal, Michigan and local weatherization laws, ordinances, codes, and regulations, including regulations adopted by the United States Environmental Protection Agency at 40 CFR Part 745 for Lead-Based Paint Poisoning Protection.

10. Should any dispute arise in respect to the true construction or meaning on drawings of the specification, or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Owner or the AGENCY, and if the manner of its estimation is not herein otherwise provided for, the same shall be determined as follows: The Executive Director or their designee of the AGENCY shall hear the dispute and recommend the terms for settlement within thirty (30) days of the CONTRACTOR and/or AGENCY representative notifying the Executive Director that he or she needs to settle the dispute because the parties cannot resolve the dispute on their own. If the terms of the recommended settlement are not satisfactory to both the AGENCY and CONTRACTOR, then the dispute shall go for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: one representative appointed by the Executive Director, one representative appointed by the CONTRACTOR, and a third appointed by the first two representatives. The appointment of such representatives will occur with fifteen (15) days after the Executive Director's notification of his or her initial settlement recommendation. The arbitration panel will meet within thirty (30) days once the three representatives have been appointed and agree to serve on such panel. The decision of the arbitration panel shall be final.

11. CONTRACTOR agrees that all work will be performed by himself or his employees or his sub-contractors, if any may be used. The AGENCY reserves the right to approve or disapprove any Contractor/Subcontractor relationship. Therefore, the CONTRACTOR will not enter into a subcontract agreement as it relates to any work awarded pursuant to this contract without receiving prior approval in writing from the AGENCY. Minimum material and installation standards and specifications are identified within the State TWP and the Standards for Weatherization Materials (10 CFR 440 Appendix A), the Retrofitting Michigan: Standard Work Specifications Field Guide; the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS), all State of Michigan Rules and Regulations, all work where applicable will adhere to NREL JTA requirements. The CONTRACTOR is responsible for seeing that his or her employees and/or sub-contractors are provided a copy of the above-mentioned documents.

CONTRACTOR shall, with respect to AGENCY, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work and for the furnishing of all equipment, tools, and materials necessary for the proper execution of the work.

All sub-contractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities.

12. All work performed by the CONTRACTOR shall be paid for by the AGENCY based on the Contractor's unit price list. The CONTRACTOR may change the unit price list on a quarterly basis; however, any such changes must be submitted to the AGENCY forty-five (45) days prior to the beginning of the next quarter. All jobs in progress will be completed under the agreed-upon price list at the time of job award and acceptance. CONTRACTOR shall invoice AGENCY upon completion of the job. The CONTRACTOR shall prepare a detailed invoice form to be provided by the AGENCY as well as a personal invoice. Acceptance of faulty work or failure to discover defects will not relieve the CONTRACTOR of responsibility as set forth herein. The CONTRACTOR will submit any necessary lien waivers from subcontractors to the AGENCY prior to payment.

AGENCY may inspect any completed installation job and withhold payment to CONTRACTOR until the installation job has been approved by AGENCY. CONTRACTOR shall also participate with AGENCY in determining reasonable corrective measures that may be necessary, and CONTRACTOR will proceed to complete such reasonable corrective measures at CONTRACTOR'S expense.

If corrective measures are required, an additional inspection of such corrected work may be made by the AGENCY and if such inspection is made, $50.00 may be deducted from the amount CONTRACTOR is entitled to for the third and each subsequent inspection to compensate AGENCY for the expense of such additional inspection. Repeated failures to perform work of the quality expected by the AGENCY as evidenced by the Contractor Evaluation Process shall result in the termination of this contract.

If no corrective action is necessary on behalf of contractor workmanship and additional work is cited by the AGENCY at the otherwise final quality review inspection, then the CONTRACTOR will be awarded a $50.00 fee above the cost of said additional items.

13. The AGENCY'S payment of funds for purposes of this Contract is contingent upon the availability of funds from its funding sources for the weatherization program. If, in the opinion of the AGENCY, funding becomes restricted or unavailable for this Contract, the AGENCY may terminate this Contract immediately upon written notice to the Contractor prior to completion of the Contract.

14. The CONTRACTOR hereby agrees to indemnify and hold harmless the AGENCY and any of its officers and employees from all suits, actions, or claims of any character, time, and description brought for or because of any damages received or sustained by any person, persons, or property by or from the CONTRACTOR or by or in consequence of any neglect in safeguarding the work or in performance of the work or through defective workmanship or materials, or by or on account of any act, omission, or misconduct of the CONTRACTOR or any of his/her representatives, servants, employees, or subcontractors.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by the CONTRACTOR'S forgoing indemnity should be brought against the AGENCY or any of its officers, agents, or employees, CONTRACTOR hereby covenants and agrees to assume the defense thereof and defend the same at CONTRACTOR'S own expense and to pay any and all costs, charges, attorney's fees and other expenses, and any and all judgments that may be incurred by, or obtained against AGENCY or any of its officers, agents, or employees in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of AGENCY in such suits or other proceedings, CONTRACTOR shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

15. CONTRACTOR shall not use the name of the AGENCY in any of its advertisements, business forms, or brochures.

16. The CONTRACTOR shall maintain and provide evidence that the following minimum insurance coverages are in effect during the life of the Contract:

Type of Insurance	Minimum Limits & Coverage
a. Worker's Compensation	Statutory requirements for the State of Michigan.
b. Employer's Liability	Bodily injury by accident $500,000 each accident/Bodily injury by disease $500,000 policy limit/Bodily injury by disease $500,000 each employee
c. Comprehensive Auto Liability (Owned, Non-Owned Leased, and/or Hired)	Combined Single Limit: Bodily Injury and Property Damage - $1,000,000

d. Comprehensive General Liability shall be maintained for a period of two (2) years following acceptance of the completed work under the contract in addition to being effective and maintained during the life of the contract.

(i) Split Limits

Bodily Injury & Property Damage

$1,000,000 each occurrence

Products/Completed Operations Coverage

$2,000,000 per annual aggregate

(ii) Include the following in the coverages:

(1) Provide that the insurance company shall notify the AGENCY in writing thirty (30) days prior to the effective date of cancellation or material change.

(2) Name CAAC as an "additional insured" on all insurances (excluding Worker's Compensation).

(3) Coverage for required lead activities

e. Before the CONTRACTOR shall do any work under the Contract, CONTRACTOR shall furnish or shall have previously furnished AGENCY with copy of insurance policy and certificate from insurer certifying insurance has been provided to meet the above requirements in insurance coverage to AGENCY. Such certificates shall state that no material change, or cancellation can be affected without thirty (30) days' prior written notice to AGENCY.

17. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services that it provides under this Contract. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. All of its employees at work sites and other persons who may be affected by such work;
b. All of its work and all materials to be incorporated therein under the custody or control of the CONTRACTOR; and
c. Other property at the work sites or adjacent thereto, including interior and exterior furnishings.

V. MINIMUM WAGE RATES:

It is required that minimum wage be paid to all workers no less than the amount established by the State of Michigan Minimum Wage Rates.

VI. CONFIDENTIALITY

The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Contract shall be restricted to purposes directly connected with the administration of the weatherization program and when not prohibited by law. The CONTRACTOR may not disclose such information except as allowed herein and when in compliance with federal and state laws, court orders and subpoenas. The Contractor shall notify the AGENCY if any such information is requested by a subpoena or court order prior to responding to such subpoena or court order. Except as indicated above, the CONTACTOR may share such confidential information with third parties only when specifically authorized in writing by an applicant, recipient or their guardian, if they are under a legal disability.

VII. NONDISCRIMINATION:

1. The CONTRACTOR shall not discriminate against any employee or applicant for employment, or a matter directly or indirectly related to employment, or applicant for services provided pursuant to this Contract, because of race, color, religion, national origin, sex, height, weight, marital status, or arrest without conviction, pursuant to the Michigan Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453. The Contractor shall also comply with the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, which states that no employee or client or otherwise qualified disabled individual shall, solely by reason of the disability, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor shall also comply with the Americans with Disabilities Act of 1990 (ADA), as amended, P. L. 101-336, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The CONTRACTOR shall also comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of federal financial assistance.

2. The CONTRACTOR shall take the following steps to assure that minority firms and women's business enterprises have a maximum opportunity to participate in the weatherization program:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VIII. UNFAIR LABOR PRACTICES

Pursuant to 1980 PA 278, MCL 423.231, et seq., the State or it's grantees shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. The Grantee, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, 11 MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of grantor as an employer or the name of the subcontractor, manufacturer or supplier of grantor appears in the register.

IX. LICENSE/TRAINING:

The CONTRACTOR will furnish to the AGENCY, a copy of either its Builders License, or Maintenance and Alteration Contractor's License issued by the Michigan Department of Licensing and Regulations and, in the event the CONTRACTOR is to provide work that requires a Mechanical Contractor License and/or an Electrical License, these licenses shall be presented prior to the signing of the contract.

All participating contractors, employees and/or their subcontractors must receive certification from the Michigan Department of Human Services through attendance of required training sessions. Costs, if any, are the responsibility of the CONTRACTOR.

X. CRIMINAL BACKGROUND CHECK

1. The CONTRACTOR will ensure that each owner, employee, or subcontractor, who will work directly with clients under this Contract, who will work in and around client's homes under this Contract, or who will have access to confidential information under this Contract, will sign a CAAC Consent to Conduct Criminal History Review form, a Residency and Criminal History Declaration Form, and a National Sex Offender Public Registry Inquiry Consent Form. The Contractor will submit such forms to the AGENCY immediately upon the execution of this Contract (if not previously submitted with the recent proposal which resulted in the award of this contract) and immediately upon the hiring and/or assigning of any new owner, employee, or subcontractor to any work related to this Contract, as indicated above.

2. The CONRACTOR will immediately notify the AGENCY, in writing, of any convictions of any such owner, employee, or subcontractor of any felony or criminal misdemeanor, or any pending felony charges against any such owner, employee, or subcontractor that occur during the term of this Contract.

3. The AGENCY will conduct all criminal history reviews, including an ICHAT review by the Michigan State Police, and a State and National Sex Offender Registry review, and will evaluate any information obtained thereby according to the CAAC Criminal History Review Policy. CAAC will determine whether any criminal conviction of an owner, employee, or subcontractor, described above, renders him or her ineligible to perform any work under this Contract, including working directly with clients, working in and around their homes, or having access to confidential client information. CAAC will notify the CONTRACTOR, in writing, if any such owner, employee, or subcontractor is found to be ineligible to perform such work under this Contract.

4. Upon receipt of notice bythe AGENCY, the CONTRACTOR shall not permit any owner, employee, or subcontractor who is determined by the AGENCY to be ineligible to perform work under this Contract pursuant to this Section to perform any such work, including working directly with clients, working in and around their homes, or have access to confidential client information. The CONTRACTOR shall not submit any bills or invoices to the AGENCY for any work performed by any such owner, employee, or subcontractor, and the AGENCY shall have the right to recover the amount paid to the CONTRACTOR for any work performed by any such ineligible person under this Contract.

5. The failure of the CONTRACTOR to comply with any of the requirements of this section shall constitute a material breach of the Contract which may result in termination thereof pursuant to Section X.

XI. SUSPENSION AND TERMINATION:

1. Temporary Suspension of CONTRACTOR

   a. If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of statute or regulations, due to act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, upon two

days written notice the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.

b. The AGENCY may temporarily suspend the Contract, through written notice to the Contractor, if the funding agency that provides it with funds for the weatherization program issues a Stop Work order or otherwise temporarily suspends the grant. In such case, the Contractor shall immediately comply with the terms of the notice and take all reasonable steps to minimize its incurrence of costs allocable to the work covered by the notice of suspension.

c. During the term of suspension, the AGENCY and CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for the immediate reinstitution of this Contract.

2. Termination or Suspension for Cause:

a. If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving written notice in the form of a certified letter to the CONTRACTOR specifying the rationale for the decision and the effective date of termination or suspension. In such event, all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY.

b. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by the CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

3. Termination for Convenience:

The AGENCY or CONTRACTOR may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

XII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

The CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from a covered transaction by any Federal or State Department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Section XI.2 above.

4. Have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause and default.

5. Where the CONTRACTOR is unable to certify to any of the statements in this certification, it shall provide a written explanation to the AGENCY.

6. The CONTRACTOR shall promptly notify the AGENCY of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the CONTRACTOR or any of its subcontractors, or any of their then current officers or directors during the term of this CONTRACT and three years thereafter.

7. All notices shall be provided in writing to the AGENCY within fifteen business days after the CONTRACTOR learns about any such criminal or civil investigations and within fifteen business days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the CONTRACTOR shall disclose if any terms of such settlement would impede the CONTRACTOR's performance of this Contract. The CONTRACTOR may rely on similar good faith certifications of its subcontractors, which certification shall be available for inspection at the option of the AGENCY.

8. The CONTRACTOR certifies to the best of its knowledge that within the past three (2) years, the CONTRACTOR has not:

a. Failed to substantially perform a State contract or subcontract according to its terms, conditions and specifications within specified time limits.

b. Refused to provide information or documents required by a contract including, but not limited to, information or documents necessary for monitoring contract performance.

c. Failed to respond to requests for information regarding contract compliance or accumulated repeated substantiated complaints regarding performance of a contract.

d. Failed to perform a State contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order or decree.

XIII. ADDITIONAL PROVISIONS

1. Amendments: This Contract shall not be subject to any alteration, amendment, extension or rescission by any previous, contemporary or subsequent purported written or oral statement or agreement except what the AGENCY may order pursuant to this section of the Contract will be effective to the extent to which a properly submitted amended proposal or request for rescission or extension is considered, approved and made a part hereof by the AGENCY.

2. Buy Michigan Preference: The CONTRACTOR shall give preference to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute, as required by MCL 18.1261.

3. Method of Payment and Quality Review Inspection: CONTRACTOR will be paid for work upon completion of all required measures and a satisfactory quality control inspection and acceptance of work by a representative of the AGENCY. The CONTRACTOR (or his/her designee) must be present at the quality control inspection. During such inspection, the CONTRACTOR shall provide appropriate equipment to access all areas of the job so that such inspection can be performed by a representative of the AGENCY. The CONTRACTOR must submit a request for payment on his/her own standard invoice form upon completion of all work required by the Contract. The invoice must include information detailing the contract charges; and, a cost breakdown of each job on a form to be provided by the AGENCY. The AGENCY will issue payment to the CONTRACTOR upon receipt of invoices and satisfactory inspection of work within thirty (30) days provided that funds from the AGENCY's State, Federal, and local funding sources have been received by the AGENCY.

4. Conflict of Interest Provision: By signing this contract, the CONTRACTOR is stating that he or she does not have a relationship with any AGENCY employee or board member that would be considered a conflict of interest.

5. Reservation of Rights: The AGENCY reserves the right to amend this contract, and the CONTRACTOR consents to such amendment, in the event that State, Federal, or local regulations, laws, ordinances, and/or policies change or are enacted, and as such are determined to be applicable to this contract.

6. No Guarantee of Work: The AGENCY does not guarantee that work or a certain amount thereof will be issued to the CONTRACTOR. Any work awarded will be based on numerous factors including, but not limited to, (a) the CONTRACTOR's unit price list, financial capacity, work capacity, quality review and inspection passage rate, past refusal of work, timeliness in completing jobs, and providing relevant documentation including, but not limited to, insurances and licenses; (b) the availability of funding from State, Federal, and/or local sources; and (c) the availability of Weatherization projects in Allegan County.

7. Entire Agreement: This Contract, when signed by the AGENCY and the CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

CAAC	Sample Company LLC
AGENCY	CONTRACTING FIRM
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Position	Position
November 1st 2022	_____
Date	Date
	_____
	Address:
	_____
	Telephone: _____
	License #: _____