

## Wayne Regional Educational Service Agency Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of this first day of July 1, 2022 (“Effective Date”) by and between Wayne Regional Educational Service Agency (“WCRESA”) located at 33500 Van Born Road, Wayne, Michigan 48184 and RNA Facilities Management (“Supplier”), located at 4130 Varsity Drive, Suite A, Ann Arbor, MI 48108. Collectively, WCRESA and Supplier will be known as the “Parties” and individual as a “Party”.

WHEREAS, WCRESA wishes to engage Supplier to provide certain services as described in Section 2 of this Agreement (“Services”);

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

### 1. Services

WCRESA will facilitate the Agreement with RNA Facilities Management for ground services. WCRESA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Rob McCoy	Executive Director of Operations and IT Infrastructure	(734) 334-1613	Mccoyr@resa.net

### 2. Supplier Responsibilities

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback in conformity with the Supplier’s response to the RFP #22-06-157 Grounds Services and as reasonably requested by WCRESA. Supplier’s failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Supplier agrees to furnish:

RNA to provide grounds services primarily at the following locations\*:

Location	Address
Wayne RESA Education Center	33500 Van Bord Road Wayne, MI 48184
Wayne RESA Burger Baylor Building	28865 Carlysle Inkster, MI 48141

## **STAFFING AND SUBCONTRACTING**

Supplier shall provide the prospective account manager (that will be responsible for communication, onsite inspections, onsite supervision, and invoicing questions). In the event of a personnel change at the account manager level, Supplier will arrange a meeting with the WCRESA Director of Operations and IT Infrastructure or designee to ensure the incoming account manager has a full understanding of the RFP and contract requirements, and the expectations of WCRESA.

The account manager must have strong communication skills and the ability to be contacted via cell phone as needed to address any issues that may arise. The account manager can expect to be contacted by multiple WCRESA Building Services Team Members and should go into this agreement with the understanding that the WCRESA Education Center Property is a high maintenance endeavor and should expect frequent communications for any landscaping issues that arise.

Supplier shall always maintain a well-trained and adequate staff to ensure a high quality-contracted program.

**Subcontracting is not authorized for grass cutting, trimming, weed removal, or general property maintenance. Staff members must be direct employees of the Supplier.**

Subcontracting will be allowed for tree trimming, tree removal, sprinkler winterization and startup, fertilizing, and pest control. All other subcontracting must be approved by the WCRESA Director of Operations and IT Infrastructure or designee.

Subcontractors **must** be supervised by an employee of the Supplier. The WCRESA Director of Operations and IT Infrastructure, or designee shall be notified when subcontractors are scheduled to be onsite.

## **BACKGROUND CHECKS**

WCRESA is committed to providing a safe and secure environment for all staff, students, and clients that conduct business or visit any WCRESA operated campus. Prior to any individual servicing WCRESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to WCRESA operated campuses will be held to a similar standard of review as WCRESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that WCRESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any WCRESA campus, and only individuals authorized in writing by Wayne RESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement.

Background checks will be processed by WCRESA for a fee of seventy-five dollars (\$75.00) for each CHRI record initiated by the vendor. The contractor is responsible for all processing costs and fees associated with background checks, including WCRESA processing fees. Wayne RESA shall issue an invoice to the vendor detailing the fees owed to Wayne RESA during each month of the Term. Supplier must remit payment within thirty (30) days of receipt of such invoice. Any invoices unpaid after that thirty (30) day period shall be deducted from amounts due from WCRESA to the Supplier.

The Supplier must provide the WCRESA Director of Operations and IT Infrastructure or designee a pre-approved list of employees assigned to each location outlining his/her area of responsibility prior to commencement of any contracted work. Only employees approved by the Wayne RESA Human Resources Department will be allowed on the list and worksites. The employee list should

include additional personnel, approved for either substitution or replacement coverage as required. This electronic list shall be current and updated as employees are hired and or terminated.

All employees of the Supplier assigned to the locations shall be appropriately attired utilizing personal protection equipment (PPE) and have proper identification displayed at all times.

Any employee whose moral conduct, behavior or appearance is unsatisfactory will be brought to the Supplier's attention for appropriate action up to and including discharge.

### **MOWING FREQUENCIES**

#### **Weekly, April through November**

WCRESA's Education Center will be mowed after 4:30 p.m. EST or on weekends. Supplier will be given access to both locations for this work. Mowing outside of these times must be approved by WCRESA's Director of Operations and IT Infrastructure or designee.

Sites are to be mowed and trimmed on a weekly basis, to maintain a neat and uniform appearance. This includes grass between sidewalks, curbs, fences and roadway areas. All flower beds and mulched area should be weeded regularly.

Clippings must be picked up or disbursed by re-mowing area if grass is growing vigorously. It is not acceptable to leave the grass matted with clippings as this kills grass and leaves the grounds looking unkempt. Supplier will be expected to return and mow grass again, at no additional cost, if this occurs.

Supplier may be expected to further discuss mowing frequency based on seasonal need. WCRESA will only be charged for mowing services provided each month. The mowing frequency adjustments made to these conditions will not affect trimming, litter pickup, or bed maintenance.

All accumulated debris/litter (leaves, branches, cans, bottles, paper, etc.) is to be removed from the property prior to mowing at each location, each visit. A vacuum system must be used when appropriate to pick up debris. It is the Supplier's responsibility to leave the properties litter free after each visit. Litter and debris will not be mowed over. The account manager will be called the following day by WCRESA's Director of Operations and IT Infrastructure or designee, to return to the site and remove litter that was mowed over.

Mower debris/clippings must be discharged away from the buildings in order to maintain HVAC fresh air intake vents and/or louvers.

Chemicals may be used in flower beds and in fenced-in areas such as the waste disposal area at WCRESA, and the Chiller area(s) at Burger Baylor. However, no chemical vegetation treatment will be used by the Supplier to control growth outside of these areas unless authorized by WCRESA's Director of Operations and IT Infrastructure

All non-lawn areas such as sidewalks, patios, playgrounds, entrances and parking lots shall be free of clippings and cutting debris via blowers, sweeping or other means.

The Burger Baylor playground area will be weeded by hand and trimmed weekly to maintain its appearance.

All areas to be mowed with major mowing equipment will be accomplished in such a manner as to not cause damage to the turf, sprinklers, etc. Damage to equipment or lawn will be repaired by the

Supplier or by WCRESA at the Supplier's expense. This includes damage to lighting, HVAC equipment, fencing, or any other damage that occurs due to mowing and or trimming operations.

### **SPECIAL LAWN SERVICES**

**Each Spring:** Re-seed by hand or hydro-seed all bare lawn areas with a good grade lawn seed (no Rye seed). The ground is to be properly prepared before seeding and is to be "raked in" or lightly top-dressed with clean topsoil and leveled after seeding. This is especially important in the areas around the buildings, highlighted in orange on the building map.

### **BED MAINTENANCE**

Trees around the WCRESA Education Center (the sprinkled portion of the building) shall be trimmed once per year in the spring to keep a neat appearance. See orange highlights in the building map included with the RFP.

Beds, highlighted in pink, will be weeded during each mowing. This is especially important in the spring, regardless of weather, visible weeds should be removed weekly in flower/mulch beds.

Trimming of shrubs shall be done twice per year, at both buildings, once in the spring and once in the fall. Bed edges to be trimmed on a monthly basis to keep beds defined.

### **MULCH: EDUCATION CENTER AND BURGER BAYLOR**

Provide cedar mulch once per year, in the spring, at each site. Remove all mulch from prior years as needed to prevent buildup.

The Burger Playground Mulch, highlighted in yellow in the attached map, will be removed and replaced to a depth of 12 inches in the spring of 2023. Furthermore, the Burger Playground Mulch will be topped off every year, with Playground Mulch, to a total depth of 12 inches.

### **BURGER BAYLOR RETENTION POND(S) MAINTENANCE**

Burger has twenty-six (26) retention ponds (highlighted blue in the attached map). These ponds will be cleaned of debris (leaves, litter, etc.), weeded, and checked regularly. Extensive cleaning and weeding is expected each spring and fall. In addition, the ponds will be checked during each mowing to ensure they are clear of debris.

### **TREE TRIMMING SERVICES: EDUCATION CENTER AND BURGER BAYLOR**

Provide forty (40) hours of tree trimming services, per year, at each location, as requested by WCRESA's Director of Operations and IT Infrastructure. This is an additional service and will not be considered part of the year trimming of ornamental tree. Unless otherwise directed, the bulk of this trimming will be conducted after January 1<sup>st</sup>, due to the number of oak trees on the Education Center property. Trimming services are to be inclusive of removing all debris off site and trimming trees by means of a lift truck if needed. This trimming will be scheduled with WCRESA's Director of Operations and IT Infrastructure, or their designee. The Supplier will not schedule this trimming until both parties have agreed on the scope of tree trimming each fiscal year.

### **FERTILIZATION – PESTICIDES: EDUCATION CENTER AND BURGER BAYLOR**

Supplier shall provide the following fertilizations and pest treatments:

- One (1) application of pre-emergent
- Two (2) applications of weed & feed
- Two (2) applications of grub control

Supplier must be certified in commercial applications. Lawn areas that have been treated must

be posted with proper signage stating the treatment.

Mole Treatment (Tomcat Style Bait) to be included in this contract for WCRESA in the sprinkled area on the map highlighted in orange.

### **SPRINKLER SERVICES: EDUCATION CENTER**

It is the expectation that the Supplier will monitor weather conditions and be prepared to conduct the sprinkler services, both start up and winterization, while keeping WCRESA's Director of Operations and IT Infrastructure informed.

- **Provide sprinkler start up:** This work should be done no later than June 1<sup>st</sup>, and will include checking for line pressurization, leaks and head adjustment for proper coverage. Set controller for operations.
- **Check system monthly:** The Supplier will be responsible for testing the system monthly to ensure all of the sprinkler heads are functioning properly, and that they are irrigating the lawn as designed.
- **Winterize system:** This work should be done no later than October 15<sup>th</sup>, and will include clearing out sprinkler lines, heads and backflow of water. All repairs will be completed prior to winterization. Work is to be guaranteed as to cover any damage due to improper shut down. The Supplier will be responsible for all sprinkler repairs due to improper winterization procedures. An example would be a burst sprinkler head found during start up in the spring, or a burst line. This is a direct result of improper shut down methods, and WCRESA will not be charged for these repairs.

### **SEASONAL PROPERTY MAINTENANCE**

It is the expectation that the Supplier will monitor weather conditions and be prepared to conduct the clean-up services while keeping WCRESA's Director of Operations and IT Infrastructure, or designee informed.

- **Spring Clean-up** consists of trimming and pruning of shrubs and trees in all mulch beds, berm, common areas and parking lot areas. These areas are to be cleaned of debris including weeds and leaves.
- **Fall Clean-up** consists of removal of fallen leaves, branches and all other debris. This must be done in phases to ensure leaves are removed prior to freezing conditions.

During non-mowing season, Supplier shall visit sites weekly to assure properties and lots are free from debris and any accumulated litter. A vacuum system is to be used if areas are too wet.

- **SPECIAL PROJECT: BURGER BAYLOR**

During the Fall of 2022, Supplier will remove the mulch from the 2 (two) beds (highlighted orange in the map provided with the RFP) adjacent to the Burger Baylor Playground, bring the soil down to below grade, and add topsoil to grade and seed this area with grass. This area will then be maintained as part of the normal mowing operations.

### **EQUIPMENT AND SAFETY**

The Supplier shall be responsible for providing and for placing signage, barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of traffic shall not be impeded at any time during this contract. The safety of the Supplier's employees and the public is of prime concern to WCRESA, and the Supplier must take all necessary steps to assure proper safety during the performance of the contract.

All mowing operations are to be performed using machines manufactured by reputable companies, recognized for producing quality commercial turf equipment. All equipment will be mechanically sound. All blades shall be sharp and properly adjusted for height and cutting sharpness.

All mower decks shall always be equipped and operated with discharge chutes while on Owner's property.

Any manufacturer installed safety equipment must not be modified, removed or rendered inoperable at any time.

Trained and qualified persons will operate all equipment utilizing required personal protection equipment.

At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.

Workers are not permitted on WCRESA properties during work hours unless they are properly attired in shirts and long pants. No shorts, bare chest, or bare back will be permitted.

### **BILLING AND PAYMENTS**

Supplier is to submit billing monthly to WCRESA's Director of Operations and IT Infrastructure for the previous month's services. The Supplier should invoice for each campus separately, twelve (12) payments in total, dispersed throughout WCRESA's fiscal year: July 1<sup>st</sup> – June 30<sup>th</sup>.

Supplier is required to notify WCRESA's Director of Operations and IT Infrastructure of services such as pest control, tree trimming, fertilizing, sprinkler activation and winterization, and other services in order for invoices to be processed.

### **MISCELLANEOUS**

No portion of the work will be sub-contracted to another firm without the express, written consent of Wayne County RESA.

Supplier has designated the following individual(s) as official approvers on its behalf:

<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email Address</b>
Nader Hamad	Director of Operations	(877) 762-7511	nhamad@rna.fm.com
Alex Farha	Vice President of Operations	(734) 260-3395	afarha@rna.fm.com

3. **Compensation**

WCRESA's fees for the Services during the Initial Term are:

Education Center, 33500 Van Born Road, Wayne, Michigan 48184	
Year 1 July 2022 – June 2023 Annual Total	\$73,950.00
Year 2 (Optional) July 2023 – June 2024 Annual Total	\$73,950.00
Year 3 (Optional) July 2024 – June 2025 Annual Total	\$73,950.00
Year 4 (Optional) July 2025 – June 2026 Annual Total	\$73,950.00

<b>Burger Baylor, 28865 Carlisle, Inkster, Michigan 48141</b>	
Year 1 July 2022 – June 2023 Annual Total	\$68,925.00
Year 2 (Optional) July 2023 – June 2024 Annual Total	\$75,975.00
Year 3 (Optional) July 2024 – June 2025 Annual Total	\$40,425.00
Year 4 (Optional) July 2025 – June 2026 Annual Total	\$40,425.00

4. **Invoicing**

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WCRESA all invoices related to this Agreement, monthly and within ninety (90) days from the date that services are rendered. WCRESA is not obligated to pay any invoices submitted after this time frame.

5. **Payment Terms**

Payment will be made within thirty (30) days after WCRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WCRESA must comply by insuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WCRESA; all references to grantee or recipient are understood to refer to Supplier

6. **Taxes**

WCRESA is exempt from all federal, state and local taxes. WCRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WCRESA.

**7. Term**

The term of this Agreement shall be July 1, 2022, to June 30, 2023, with three (3), one-year renewal options if mutually agreeable (the "Initial Term"). The Initial Term will be known as the "Term".

**8. Relationship of the Parties**

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

**9. Confidentiality**

- a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.
- b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.
- d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
- e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the receiving Party's provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.
- f. The receiving Party may destroy the disclosing Party's Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

**10. Compliance with Laws**

Each Party agrees to comply with all applicable laws in the performance of this Agreement.



**11. Warranties and Warranty Disclaimer**

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

**12. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

**13. Indemnification and Hold Harmless**

The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
- d. The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

**14. Insurance**

The Supplier must, at Supplier's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
  - i. Contractual Liability;
  - ii. Products and Completed Operations;
  - iii. Per contract aggregate.

- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WCRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."
- g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WCRESA at least ten (10) days prior to the expiration date.

#### **15. Default and Termination**

- a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.
- b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WCRESA in the case of notice by the Supplier.
- c. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
- d. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
- e. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA's attorney fees and costs at all stages of the litigation.

- f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- g. Termination of the Agreement by WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

**16. Miscellaneous**

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.
- c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

<b>To</b>	<b>Contact</b>
WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Erika Hunter
Copy to WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Rob McCoy
Supplier:	RNA Facilities Management 4130 Varsity Drive, Suite A Ann Arbor, MI 48108 Attn: Alex Farha

- d. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

- e. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.
- f. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.
- g. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- h. Force Majeure: No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

**RNA FACILITIES MANAGEMENT:**

**WAYNE REGIONAL EDUCATIONAL  
SERVICE AGENCY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_