

**ARPA PROFESSIONAL SERVICES**  
**CONTRACT BETWEEN**  
**CITY OF DETROIT, MICHIGAN**  
**AND**  
**DETROIT BUILDING AUTHORITY**  
**CONTRACT NO.**  
**6004824**

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**CITY OF DETROIT  
ARPA PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Housing and Revitalization Department ("City"), and the Detroit Building Authority, a public authority and body corporation created under Public Act 31 of Michigan, with its principal place of business located at 1301 Third St. Ste. 328, Detroit, MI 48226 (Contractor").

**Recitals:**

WHEREAS, the City has received funds from the United States Department of the Treasury (the “Treasury”) pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 (“ARPA Funds”), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Subtitle M of Title IX of Public Law 117-2); and

WHEREAS, the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule “Coronavirus State and Local Fiscal Recovery Funds” (86 Fed. Reg. 267878).

WHEREAS, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

WHEREAS, the Contractor desires to perform the Services as set forth in this Contract.

Accordingly, in consideration of the mutual promises set forth herein, the parties agree as follows:

**Article 1: Definitions**

1.1 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Exhibit D" is the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards required for eligible expenses reimbursement.

"Government-Grantor Agency" shall mean any Federal "agency", as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. § 552(f), or an "agency" of the State of Michigan, as defined in M.C.L. § 24.203, that provides all or a portion of the funds used to pay for the Services or otherwise paid or reimbursed to the Contractor pursuant to this Contract.

"Public Servant" shall mean the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

## **Article 2: Engagement of Contractor**

- 2.1 By this Contract, the City engages the Contractor, and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.2 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.3 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.4 All Services are subject to review and approval of the City and the Government-Grantor Agency for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.5 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.6 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.7 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

## **Article 3: Contractor's Representations and Warranties**

- 3.1 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.2 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and

3.3 All Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

3.4 Any Technology that is provided to the City shall:

- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
- b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date, and century.

#### **Article 4: Contract Effective Date and Time of Performance**

4.1 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on December 31, 2024.

4.2 All Contract costs incurred for Services under this Agreement must be consistent with and pursuant to all requirements set forth in Exhibit D. Contractor costs funded by ARPA Funds must be incurred or purchased by the Contractor during the Contract Term. Contractor must complete all work and Services under this Contract no later than December 31, 2024, or the contract expiration date, whichever is sooner.

- 4.3 Prior to the approvals set forth in Section 4.1, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals as provided for in this Article 4.
- 4.4 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

#### **Article 5: Data To Be Furnished Contractor**

- 5.1 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

#### **Article 6: Contractor Personnel and Contract Administration**

- 6.1 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.2 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.3 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services consistent with the terms and condition of this Contract. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services as described in Exhibit A.
- 6.4 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, arising out of or related to a contract-for-hire or employer/employee relationship and no such liabilities or benefits shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.5 The Contractor warrants and represents that all persons assigned to the performance of this Contract

shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

- 6.6 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

**Article 7: Compensation**

- 7.1 Compensation for Services provided shall not exceed the amount of Nine Million, Seventy-Seven Thousand Six Hundred Twenty-Five and 00/100 Dollars, (\$9,077,625.00) inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 18, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.2 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42- 98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Beth Kmetz-Armitage  
Deputy Group Executive  
Planning, Housing & Development  
2 Woodward Ave, Suite 1126  
Detroit, Michigan 48226  
Telephone: (313) 224-3400  
Email: kmetze@detroitmi.gov

The City employee from whom payment should be requested is:

Beth Kmetz-Armitage  
Deputy Group Executive  
Planning, Housing & Development  
2 Woodward Ave, Suite 1126  
Detroit, Michigan 48226  
Telephone: (313) 224-3400  
Email: kmetze@detroitmi.gov

**Article 8: Maintenance and Audit of Records**

- 8.1 Contractor shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and the Government-Grantor Agency. Such Records shall be maintained in accordance with generally accepted accounting and



internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200, Subpart D, and 31 C.F.R. Part 35(Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

8.2 The City and any Government-Grantor Agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any Government-Grantor Agency deems necessary.

- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Contractor shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.
- b) If in the course of such inspection the representative of the City or of another Government-Grantor Agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Contract through the date of such audit, the Contractor shall pay the City's audit costs.
- e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.
- f) In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.
- g) The rights of access in this Section 8.2 are not limited to the required retention period set forth in Section 8.1, but shall continue for such longer period as the Records are retained.
- h) The Contractor shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.

8.3 The Contractor agrees to include the covenants contained in Sections 8.1 and 8.2 in any contract it has with any Subcontractor, consultant, or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

**Article 9: Indemnity**

9.1 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses, and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.2 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.3 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.4 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.5 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.6 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City, and agrees to indemnify, defend and hold the City harmless against any such claims.

9.7 Notwithstanding anything to the contrary in this Contract, Contractor's indemnification obligations set forth in this Contract, including, but not limited to, those described in this Article 9, shall survive termination of this Contract.

## Article 10: Insurance

10.1 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum, and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

10.2 The Contractor's commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. Such additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The Contractor's commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.3 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.4 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available. All insurance required by this Contract shall be issued by insurers licensed to conduct business in Michigan and which are otherwise acceptable to the City

10.5 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract.

10.6 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the

circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and which are otherwise acceptable to the City.

- 10.7 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.8 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.9 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

#### **Article 11: Default and Termination**

- 11.1 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.2 The City reserves the right to terminate this Contract for cause. For cause shall include the occurrence of an event of default.
  - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
    - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
    - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
    - 3) The Contractor ceases to perform under the Contract; or
    - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
    - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
    - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or

- 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
  - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
  - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
  - 10) The Contractor fails in any of the agreements set forth in this Contract; or
  - 11) The Contractor ceases to conduct business in the normal course; or
  - 12) The Contractor admits its inability to pay its debts generally as they become due.
- b) If the City determines an event of default has occurred, the City may issue a notice of termination (“Notice of Termination for Cause”) setting forth the grounds for terminating the Contract. Upon receipt of the Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such event of default. If the event of default is cured to the satisfaction of the City within said ten (10) day period, then the City’s election to terminate this Contract due to such event of default and the Notice of Termination for Cause shall be void and of no further force or effect. If the event of default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth (10<sup>th</sup>) calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the event of default. If the event of default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination for Cause had been issued as a Notice of Termination for Convenience. Alternatively, in the City’s discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

- 11.3 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written notice of termination (“Notice of Termination for Convenience”). As of the effective date of the termination, the City will be obligated to pay the Contractor the following:(a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor’s rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.
- 11.4 After receipt of the Notice of Termination for Cause or a Notice of Termination for Convenience to the Contractor, and except as otherwise directed by the City, the Contractor shall:
- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
  - c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
  - d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
  - e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.
- 11.5 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party

#### **Article 12: Assignment**

- 12.1 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of

the Services called for in this Contract.

### **Article 13: Subcontracting**

- 13.1 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any Government-Grantor Agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.2 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.3 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.4 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.5 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

### **Article 14: Conflict of Interest**

- 14.1 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.2 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.3 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

- 14.4 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.5 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest (as set forth in Sections 14.1 through 14.4 above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth in Sections 14.1 through 14.4 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.
- 14.6 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, M.C.L. § 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.7 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.8 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

#### **Article 15: Confidential Information**

- 15.1 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.2 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.
- 15.3 The Contractors shall take reasonable measures to safeguard protected personally identifiable information and other information the Government-Grantor Agency or pass-through entity designates as sensitive or the City considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality, as described in "Internal controls" 2 C.F.R. 200.303(e). "*Personally identifiable information*" ("PII") means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The Contractor shall take measures to protect PII, as defined in 2 C.F.R. § 200.79. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name,



address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

### **Article 16: Compliance with Laws**

- 16.1 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state, and local laws including, but not limited to:
- a. Coronavirus State and Local Fiscal Recovery Funds (SLFRF): 31 C.F.R. § 35 [American Recovery Plan Act (“ARPA” Funds)]
  - b. Uniform Administrative Requirement, Cost Principles and Audit Requirement for Federal Awards, 2 C.F.R. § 200 et. seq., including the following:
    - 2 C.F.R. § 200.327 Contract Provisions (Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) included in Exhibit D.
    - 2 C.F.R. § 200.501 (g) Compliance responsibility for contractors - the Contractor's records will be reviewed to determine program compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. Records may need to be maintained in a system to which the City has regular access that enables verification of records for compliance including the allocation and expenditures of contract costs.
- 16.2 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

### **Article 17: Office of Inspector General**

- 17.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 17.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General’s own initiative in order to detect and prevent waste, abuse,

fraud and corruption.

- 17.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 17.8. In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 17.9. Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub) contractor(s) to conduct any City business.
- 17.10. In accordance with Section 17-5-352 (c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

#### **Article 18: Amendments**

- 18.1 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.2 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 18.3 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.

- 18.4 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

#### **Article 19: Fair Employment Practices**

- 19.1 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities. This includes compliance with 2 C.F.R. § 200.327 and other conditions pertaining to Equal Employment Opportunity delineated in Exhibit D.
- 19.2 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 19 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.3 Breach of the terms and conditions of this Article 19 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

#### **Article 20: Notices**

- 20.1 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Housing and Revitalization Department on behalf of the City:

City of Detroit  
Department of Housing and Revitalization  
Detroit, MI 48226  
Attention: Ms. Beth Kmetz-Armitage

City of Detroit  
Office of Contracting and Procurement  
2 Woodward Ave., Suite 801  
Detroit, MI 48226  
Attention: Deputy Chief Procurement Officer

If to the Contractor:  
Detroit Building Authority  
1301 Third St., Suite 328  
Detroit, MI. 48226  
Attention: Mr. Tyrone Clifton

- 20.2 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 20.3 The Contractor agrees that service of process at the address and in the manner specified in this Article 20 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

### **Article 21: Proprietary Rights and Indemnity**

- 21.1 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.2 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract. The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.3 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.4 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.5 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public

purposes without further compensation to the Contractor or to any other person.

- 21.6 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it.
- 21.7 The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

#### **Article 22: Force Majeure**

- 22.1 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Contractor's economic hardship and changes in the market conditions are not considered a Force Majeure Event. In the event of a dispute between the parties with regard to what constitutes a Force Majeure Event, the City's reasonable determination shall be controlling.
- 22.2 Upon the occurrence of a Force Majeure Event, Contractor shall (i) give prompt written notice to the City that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, (iii) keep the City apprised of Contractor's progress in remediating the effects of the Force Majeure Event; and (iii) promptly resume performance under the Contract.
- 22.3 If a Force Majeure Event prevents Contractor from performing under the Contract for a continuous period of at least ten (10) business days, the City may terminate this Contract immediately by giving written notice to Contractor as required under the Contract.

#### **Article 23: Waiver**

- 23.1 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.2 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

- 23.3 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

#### **Article 24: Miscellaneous**

- 24.1 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement including all reporting requirements. See the full terms and conditions of the ARPA Funds grant to the City of Detroit as defined by Department of the Treasury in 31 C.F.R. Part 35 and SLFRF Compliance and Reporting Guidance.
- 24.2 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.3 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 24.4 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.5 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.6 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.7 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.8 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.9 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

### **Article 25: Invoice Submission and Payment**

- 25.1 All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Supplier's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment: Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- 25.2 Supplier must submit price lists in accordance with bid requirements
- 25.3 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment
- 25.4 Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to [procurementinthecloud@detroitmi.gov](mailto:procurementinthecloud@detroitmi.gov).

### **Article 26: Board of Ethics**

- 26.1 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any, to cooperate with the Board of Ethics in any investigation.
- 26.2 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of officer, discipline, debarment or any other applicable penalty.
- 26.3 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

(Signatures appear on next page)

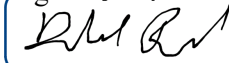


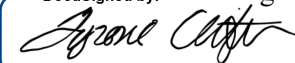
**Signature Page**

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:  
Housing and Revitalization Department:

Contractor: Detroit Building Authority

By:   
679974EC6F2F447...  
Signature  
Donald Kencher

By:   
10982F42A7DE4D8...  
Signature  
Tyrone Clifton

Printed Name  
Group Executive of Housing of Planning, Development  
10/28/2022  
Title  
Date

Printed Name  
Director  
11/1/2022  
Title  
Date

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON:

\_\_\_\_\_ Date

\_\_\_\_\_  
Chief Procurement Officer Date

APPROVED BY LAW DEPARTMENT BY THE CITY COUNCIL ON: PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

\_\_\_\_\_  
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER AND THE CHIEF FINANCIAL OFFICER**

## EXHIBIT A: SCOPE OF SERVICES

### I. Notice to Proceed

The term of this Contract shall begin upon City Council approval and shall terminate on December 24, 2024. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

### II. Services to be Performed

#### Project Description:

Currently several commercial corridors are facing parking shortages, and new businesses seeking to open are not able to provide the minimum parking spaces required by the current zoning ordinance.

This project will strengthen Detroit’s neighborhoods by adding off-street parking capacity in priority commercial corridors located in the City’s Strategic Neighborhood Fund (“SNF”) areas. The project will provide safe, ADA-accessible, and sufficient parking, while increasing the walkability of these spaces. The projects will support the City’s long-term goal of revitalizing local commercial corridors as important community assets that support small business development, local employment, and walkable 20-minute neighborhoods. The presence of these municipal parking lots will also remove a barrier to new business creation by reducing the number of parking spaces individual businesses are required to provide in order to open and operate.

These neighborhoods have undergone comprehensive planning studies and are in various stages of plan implementation—generally involving new streetscapes, park investments, neighborhood stabilization investments and commercial corridor revitalization. These neighborhoods will anticipate increased population and demand for services in the commercial corridors.

#### Scope of Work:

1. **REAL ESTATE SERVICES:** City of Detroit Municipal Parking Department (MPD) in coordination with the Planning & Development Department and the Housing & Revitalization Department seeks to, in some cases, acquire parcels of real estate in the process of developing new municipal parking lots on commercial corridors. The City of Detroit seeks professional real estate services to locate, negotiate and acquire real estate.
2. **DESIGN SERVICES:** Design work will include specific inspection of the property, parking layouts according to code and inclusive of ADA accessible parking spaces, and consideration of green storm water infrastructure. Design work can be in-house for the responding vendor or sub-contracted.

3. **CONSTRUCTION MANAGEMENT:** Services will include full-service construction management resulting in turn-key parking lots at project completion.

### **Deliverables**

List and briefly describe all deliverables for either a good and/or service. Include the project requirements, documents/reports expected by a vendor.

1. Letters of intent, purchase agreements and completed transactions in service to acquiring property for the development of municipal parking lots.
2. Permit-ready designs and construction drawings for the creation of up to 10 municipal parking lots.
3. Up to 10 completed municipal parking lots to be turned over to the Municipal Parking Department to own and operate.

### **Objectives**

New parking spaces will strengthen these core neighborhoods by

1. encouraging pedestrian foot traffic by providing quality parking facilities that are well maintained, safe, and ADA accessible;
2. filling the need for additional parking spaces identified through the site-selection process; and
3. meeting zoning-based off-street parking requirements that prevent existing small storefronts for being repurposed for new uses.

Additionally, by supplementing the existing on-street parking supply, curb parking spots can be converted into restaurant patios, providing flexibility for businesses on these corridors to use outdoor space for COVID-19 mitigation measures.

List the major project milestones and their estimated delivery dates.

Milestone	Estimated Delivery Date
Acquisition of Parcels	December 15, 2022
Design Lots	December 31, 2022
Procure Construction Contracts	March 31, 2023
Construct Parking Lots	November 15, 2023
Open Parking Lots	December 1, 2023
Completion/Finals close-out	December 31, 2024

**COMMERCIAL CORRIDOR PARKING LOTS SCHEDULE**

TASK DESCRIPTION	START	END	2022			2023						2024										
			OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY
<b>Real Estate Project Timeline/Schedule</b>																						
Start	Nov. 15			•																		
Identification of Parcels/Verify Ownership	Dec. 15				•																	
Negotiate Terms/Purchase Agreements	Jan. 15					•																
Due Diligence (50 days)	Mar. 15							•														
Closings	Mar. 30	Apr. 14							•													
<b>Design Timeline for Three (3) City-Owned Lots</b>																						
Topographical Survey & Data Processing	Dec. 12	Dec. 30		•	•																	
Geotechnical Investigation	Dec. 12	Dec. 30		•	•																	
Design Lots	Jan. 2	Mar. 31				•	•	•														
Permits	Feb. 6	May 1				•	•	•	•													
Issue Construction Contracts	Apr. 10	Apr. 28							•	•												
Construct Parking Lots	May 1	Sept. 2							•	•	•	•	•									
Parking Lots Substantially Completed														•	•							
Open Parking Lots														•	•							
Parking Lots Finally Completed														•	•							
<b>Design Timeline for Acquired Lots</b>																						
Topographical Survey & Data Processing	Apr. 17	May 19							•	•												
Geotechnical Investigation	Apr. 17	May 19							•	•												
Phase I Environmental	Apr. 17	May 19							•	•												
Design Lots	May 22	Sept. 22							•	•	•	•	•									
Permits	Jun. 23	Oct. 27							•	•	•	•	•									
Issue Construction Contracts	Sept. 25	Oct. 13												•	•							
Construct Parking Lots	Oct. 16	May 6												•	•	•	•	•	•	•	•	•
Parking Lots Substantially Completed																					•	•
Open Parking Lots																					•	•
Parking Lots Finally Completed																					•	•

**OPERATIONAL INFORMATION**

The Contractor(s) will work closely with City agency staff.

The Contractors are expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

**TECHNICAL INFORMATION**

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

**The City prefers:**

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state “Do Not Substitute.” The decision of the City shall be final.

**PAYMENT & PERFORMANCE BOND (Construction)**

The Contractor must furnish a performance bond in the amount of 100% of the contract value,

## EXHIBIT B: FEE SCHEDULE

### I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Nine Million, Seventy-Seven Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$9,077,625.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

### II. Project Fees

The following chart outlines the costs for this project:

Real Estate Services			
Items	Fixed Price Sample For Bid Evaluation	Comments	
Real Estate Services Fee	<a href="#">Complete Real Estate Services Tab</a>	Provide professional real estate services to locate, negotiate and acquire real estate.	
<small>The City has the option to acquire parcels of real estate in the process of developing new municipal parking lots on commercial corridors. If this is determined to be desired, a price will be negotiated on a per transaction basis.</small>			
Design Services			
Assessment, Design and Construction Documents for Parking Lot Renovations			
Items	Services Fee (NTE Per Parking Lot)	Anticipated hours	Comments
Project Administration & Coordination	\$37,500.00		236 Design work must include specific inspection of the property, parking layouts according to code and inclusive of ADA accessible parking spaces, and consideration of green storm water infrastructure. Design work can be in-house for the responding vendor or sub-contracted.
Construction Documents Includes: Schematic Design, Design Development, and Sustainability Design	\$35,200.00		236
Environmental Assessment	<a href="#">Complete Environmental Assessment Tab</a>	N/A	
Construction Management			
Items	Percentage	Comments	
Construction Management Fee	<a href="#">Complete Construction Management Tab</a>	Services must include full-service construction management resulting in turn-key parking lots at project completion.	
Construction Manager's Project Personnel			
	*Hourly Rate*	*Provide Fully Burdened Labor Rates*	
Project Director	\$ 147.00		
Project Manager	\$ 120.75		
Project Superintendent	\$ 90.30		
Project Engineer	\$ 100.80		
Project Estimator	\$ 100.80		
<small>Design work must include specific inspection of the property, parking layouts according to code and inclusive of ADA accessible parking spaces, and consideration of green storm water infrastructure.</small>			
Real Estate Services			
<small>Provide professional real estate services to locate, negotiate and acquire real estate. <b>Brokerage Fee*</b> (used to complete table. Payments will be made on firm-fixed price basis) Calculated based on Average/Calculated based on Average \$ amount within (low-high) range</small>			
	6.00%		
<small>Real Estate Transaction Amounts</small>			

			Marketed Properties Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 6%)</i>
Low	High	\$ 4,999.99	\$ 150.00

\$ 5,000.00	\$ 9,999.99	\$ 450.00
\$ 10,000.00	\$ 14,999.99	\$ 750.00
\$ 15,000.00	\$ 19,999.99	\$ 1,050.00
\$ 20,000.00	\$ 24,999.99	\$ 1,350.00
\$ 25,000.00	\$ 29,999.99	\$ 1,650.00
\$ 30,000.00	\$ 34,999.99	\$ 1,950.00
\$ 35,000.00	\$ 39,999.99	\$ 2,250.00
\$ 40,000.00	\$ 44,999.99	\$ 2,550.00
\$ 45,000.00	\$ 49,999.99	\$ 2,850.00
\$ 50,000.00	\$ 54,999.99	\$ 3,150.00
\$ 55,000.00	\$ 59,999.99	\$ 3,450.00
\$ 60,000.00	\$ 64,999.99	\$ 3,750.00
\$ 65,000.00	\$ 69,999.99	\$ 4,050.00
\$ 70,000.00	\$ 74,999.99	\$ 4,350.00
\$ 75,000.00	\$ 79,999.99	\$ 4,650.00
\$ 80,000.00	\$ 84,999.99	\$ 4,950.00
\$ 85,000.00	\$ 89,999.99	\$ 5,250.00
\$ 90,000.00	\$ 94,999.99	\$ 5,550.00
\$ 95,000.00	\$ 99,999.99	\$ 5,850.00
\$ 100,000.00	\$ 104,999.99	\$ 6,150.00
\$ 105,000.00	\$ 109,999.99	\$ 6,450.00
\$ 110,000.00	\$ 114,999.99	\$ 6,750.00
\$ 115,000.00	\$ 119,999.99	\$ 7,050.00
\$ 120,000.00	\$ 124,999.99	\$ 7,350.00
\$ 125,000.00	\$ 129,999.99	\$ 7,650.00
\$ 130,000.00	\$ 134,999.99	\$ 7,950.00
\$ 135,000.00	\$ 139,999.99	\$ 8,250.00
\$ 140,000.00	\$ 144,999.99	\$ 8,550.00
\$ 145,000.00	\$ 149,999.99	\$ 8,850.00
\$ 150,000.00	\$ 154,999.99	\$ 9,150.00
\$ 155,000.00	\$ 159,999.99	\$ 9,450.00
\$ 160,000.00	\$ 164,999.99	\$ 9,750.00
\$ 165,000.00	\$ 169,999.99	\$ 10,050.00
\$ 170,000.00	\$ 174,999.99	\$ 10,350.00
\$ 175,000.00	\$ 179,999.99	\$ 10,650.00
\$ 180,000.00	\$ 184,999.99	\$ 10,950.00
\$ 185,000.00	\$ 189,999.99	\$ 11,250.00
\$ 190,000.00	\$ 194,999.99	\$ 11,550.00
\$ 195,000.00	\$ 199,999.99	\$ 11,850.00
\$ 200,000.00	\$ 204,999.99	\$ 12,150.00
\$ 205,000.00	\$ 209,999.99	\$ 12,450.00
\$ 210,000.00	\$ 214,999.99	\$ 12,750.00
\$ 215,000.00	\$ 219,999.99	\$ 13,050.00
\$ 220,000.00	\$ 224,999.99	\$ 13,350.00
\$ 225,000.00	\$ 229,999.99	\$ 13,650.00
\$ 230,000.00	\$ 234,999.99	\$ 13,950.00
\$ 235,000.00	\$ 239,999.99	\$ 14,250.00
\$ 240,000.00	\$ 244,999.99	\$ 14,550.00
\$ 245,000.00	\$ 249,999.99	\$ 14,850.00
\$ 250,000.00	\$ 254,999.99	\$ 15,150.00
\$ 255,000.00	\$ 259,999.99	\$ 15,450.00
\$ 260,000.00	\$ 264,999.99	\$ 15,750.00
\$ 265,000.00	\$ 269,999.99	\$ 16,050.00

Unmarketed (Off-Market) Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 8%)</i>
\$ 200.00
\$ 600.00
\$ 1,000.00
\$ 1,400.00
\$ 1,800.00
\$ 2,200.00
\$ 2,600.00
\$ 3,000.00
\$ 3,400.00
\$ 3,800.00
\$ 4,200.00
\$ 4,600.00
\$ 5,000.00
\$ 5,400.00
\$ 5,800.00
\$ 6,200.00
\$ 6,600.00
\$ 7,000.00
\$ 7,400.00
\$ 7,800.00
\$ 8,200.00
\$ 8,600.00
\$ 9,000.00
\$ 9,400.00
\$ 9,800.00
\$ 10,200.00
\$ 10,600.00
\$ 11,000.00
\$ 11,400.00
\$ 11,800.00
\$ 12,200.00
\$ 12,600.00
\$ 13,000.00
\$ 13,400.00
\$ 13,800.00
\$ 14,200.00
\$ 14,600.00
\$ 15,000.00
\$ 15,400.00
\$ 15,800.00
\$ 16,200.00
\$ 16,600.00
\$ 17,000.00
\$ 17,400.00
\$ 17,800.00
\$ 18,200.00

\$ 18,600.00
\$ 19,000.00
\$ 19,400.00
\$ 19,800.00
\$ 20,200.00
\$ 20,600.00
\$ 21,000.00
\$ 21,400.00

\*Note that broker will seek payment from the seller of the property first. If the seller refuses to accept responsibility for the brokerage fee, then the city would be responsible.

\*Also note that the fee excludes management of due diligence items such as review title work, survey, preparation of city council resolution, and third-party closing fees.

Low	High	Marketed Properties Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 6%)</i>
\$ 270,000.00	\$ 274,999.99	\$ 16,350.00
\$ 275,000.00	\$ 279,999.99	\$ 16,650.00
\$ 280,000.00	\$ 284,999.99	\$ 16,950.00
\$ 285,000.00	\$ 289,999.99	\$ 17,250.00
\$ 290,000.00	\$ 294,999.99	\$ 17,550.00
\$ 295,000.00	\$ 299,999.99	\$ 17,850.00
\$ 300,000.00	\$ 304,999.99	\$ 18,150.00
\$ 305,000.00	\$ 309,999.99	\$ 18,450.00
\$ 310,000.00	\$ 314,999.99	\$ 18,750.00
\$ 315,000.00	\$ 319,999.99	\$ 19,050.00
\$ 320,000.00	\$ 324,999.99	\$ 19,350.00
\$ 325,000.00	\$ 329,999.99	\$ 19,650.00
\$ 330,000.00	\$ 334,999.99	\$ 19,950.00
\$ 335,000.00	\$ 339,999.99	\$ 20,250.00
\$ 340,000.00	\$ 344,999.99	\$ 20,550.00
\$ 345,000.00	\$ 349,999.99	\$ 20,850.00
\$ 350,000.00	\$ 354,999.99	\$ 21,150.00
\$ 355,000.00	\$ 359,999.99	\$ 21,450.00
\$ 360,000.00	\$ 364,999.99	\$ 21,750.00
\$ 365,000.00	\$ 369,999.99	\$ 22,050.00
\$ 370,000.00	\$ 374,999.99	\$ 22,350.00
\$ 375,000.00	\$ 379,999.99	\$ 22,650.00
\$ 380,000.00	\$ 384,999.99	\$ 22,950.00
\$ 385,000.00	\$ 389,999.99	\$ 23,250.00
\$ 390,000.00	\$ 394,999.99	\$ 23,550.00
\$ 395,000.00	\$ 399,999.99	\$ 23,850.00
\$ 400,000.00	\$ 404,999.99	\$ 24,150.00
\$ 405,000.00	\$ 409,999.99	\$ 24,450.00
\$ 410,000.00	\$ 414,999.99	\$ 24,750.00
\$ 415,000.00	\$ 419,999.99	\$ 25,050.00
\$ 420,000.00	\$ 424,999.99	\$ 25,350.00
\$ 425,000.00	\$ 429,999.99	\$ 25,650.00
\$ 430,000.00	\$ 434,999.99	\$ 25,950.00



\$ 435,000.00	\$ 439,999.99	\$ 26,250.00
\$ 440,000.00	\$ 444,999.99	\$ 26,550.00
\$ 445,000.00	\$ 449,999.99	\$ 26,850.00
\$ 450,000.00	\$ 454,999.99	\$ 27,150.00
\$ 455,000.00	\$ 459,999.99	\$ 27,450.00
\$ 460,000.00	\$ 464,999.99	\$ 27,750.00
\$ 465,000.00	\$ 469,999.99	\$ 28,050.00
\$ 470,000.00	\$ 474,999.99	\$ 28,350.00
\$ 475,000.00	\$ 479,999.99	\$ 28,650.00
\$ 480,000.00	\$ 484,999.99	\$ 28,950.00
\$ 485,000.00	\$ 489,999.99	\$ 29,250.00
\$ 490,000.00	\$ 494,999.99	\$ 29,550.00
\$ 495,000.00	\$ 499,999.99	\$ 29,850.00
\$ 500,000.00	\$ 504,999.99	\$ 30,150.00
\$ 505,000.00	\$ 509,999.99	\$ 30,450.00
\$ 510,000.00	\$ 514,999.99	\$ 30,750.00
\$ 515,000.00	\$ 519,999.99	\$ 31,050.00
\$ 520,000.00	\$ 524,999.99	\$ 31,350.00
\$ 525,000.00	\$ 529,999.99	\$ 31,650.00
\$ 530,000.00	\$ 534,999.99	\$ 31,950.00
\$ 535,000.00	\$ 539,999.99	\$ 32,250.00
\$ 540,000.00	\$ 544,999.99	\$ 32,550.00
\$ 545,000.00	\$ 549,999.99	\$ 32,850.00
\$ 550,000.00	\$ 554,999.99	\$ 33,150.00
\$ 555,000.00	\$ 559,999.99	\$ 33,450.00
\$ 560,000.00	\$ 564,999.99	\$ 33,750.00
\$ 565,000.00	\$ 569,999.99	\$ 34,050.00

Unmarketed (Off-Market) Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 8%)</i>
\$ 21,800.00
\$ 22,200.00
\$ 22,600.00
\$ 23,000.00
\$ 23,400.00
\$ 23,800.00
\$ 24,200.00
\$ 24,600.00
\$ 25,000.00
\$ 25,400.00
\$ 25,800.00
\$ 26,200.00
\$ 26,600.00
\$ 27,000.00
\$ 27,400.00
\$ 27,800.00
\$ 28,200.00
\$ 28,600.00
\$ 29,000.00

\$ 29,400.00
\$ 29,800.00
\$ 30,200.00
\$ 30,600.00
\$ 31,000.00
\$ 31,400.00
\$ 31,800.00
\$ 32,200.00
\$ 32,600.00
\$ 33,000.00
\$ 33,400.00
\$ 33,800.00
\$ 34,200.00
\$ 34,600.00
\$ 35,000.00
\$ 35,400.00
\$ 35,800.00
\$ 36,200.00
\$ 36,600.00
\$ 37,000.00
\$ 37,400.00
\$ 37,800.00
\$ 38,200.00
\$ 38,600.00
\$ 39,000.00
\$ 39,400.00
\$ 39,800.00
\$ 40,200.00
\$ 40,600.00
\$ 41,000.00
\$ 41,400.00
\$ 41,800.00
\$ 42,200.00
\$ 42,600.00
\$ 43,000.00
\$ 43,400.00
\$ 43,800.00
\$ 44,200.00
\$ 44,600.00
\$ 45,000.00
\$ 45,400.00

Low	High	Marketed Properties Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 6%)</i>
\$ 570,000.00	\$ 574,999.99	\$ 34,350.00
\$ 575,000.00	\$ 579,999.99	\$ 34,650.00
\$ 580,000.00	\$ 584,999.99	\$ 34,950.00
\$ 585,000.00	\$ 589,999.99	\$ 35,250.00
\$ 590,000.00	\$ 594,999.99	\$ 35,550.00
\$ 595,000.00	\$ 599,999.99	\$ 35,850.00

\$ 600,000.00	\$ 604,999.99	\$ 36,150.00
\$ 605,000.00	\$ 609,999.99	\$ 36,450.00
\$ 610,000.00	\$ 614,999.99	\$ 36,750.00
\$ 615,000.00	\$ 619,999.99	\$ 37,050.00
\$ 620,000.00	\$ 624,999.99	\$ 37,350.00
\$ 625,000.00	\$ 629,999.99	\$ 37,650.00
\$ 630,000.00	\$ 634,999.99	\$ 37,950.00
\$ 635,000.00	\$ 639,999.99	\$ 38,250.00
\$ 640,000.00	\$ 644,999.99	\$ 38,550.00
\$ 645,000.00	\$ 649,999.99	\$ 38,850.00
\$ 650,000.00	\$ 654,999.99	\$ 39,150.00
\$ 655,000.00	\$ 659,999.99	\$ 39,450.00
\$ 660,000.00	\$ 664,999.99	\$ 39,750.00
\$ 665,000.00	\$ 669,999.99	\$ 40,050.00
\$ 670,000.00	\$ 674,999.99	\$ 40,350.00
\$ 675,000.00	\$ 679,999.99	\$ 40,650.00
\$ 680,000.00	\$ 684,999.99	\$ 40,950.00
\$ 685,000.00	\$ 689,999.99	\$ 41,250.00
\$ 690,000.00	\$ 694,999.99	\$ 41,550.00
\$ 695,000.00	\$ 699,999.99	\$ 41,850.00
\$ 700,000.00	\$ 704,999.99	\$ 42,150.00
Low	High	Marketed Properties Firm Fixed Price (Dollars) (Calculated based on Brokerage Fee of 6%)
\$ 570,000.00	\$ 574,999.99	\$ 34,350.00
\$ 575,000.00	\$ 579,999.99	\$ 34,650.00
\$ 580,000.00	\$ 584,999.99	\$ 34,950.00
\$ 585,000.00	\$ 589,999.99	\$ 35,250.00
\$ 590,000.00	\$ 594,999.99	\$ 35,550.00
\$ 595,000.00	\$ 599,999.99	\$ 35,850.00
\$ 600,000.00	\$ 604,999.99	\$ 36,150.00
\$ 605,000.00	\$ 609,999.99	\$ 36,450.00
\$ 610,000.00	\$ 614,999.99	\$ 36,750.00
\$ 615,000.00	\$ 619,999.99	\$ 37,050.00
\$ 620,000.00	\$ 624,999.99	\$ 37,350.00
\$ 625,000.00	\$ 629,999.99	\$ 37,650.00
\$ 630,000.00	\$ 634,999.99	\$ 37,950.00
\$ 635,000.00	\$ 639,999.99	\$ 38,250.00
\$ 640,000.00	\$ 644,999.99	\$ 38,550.00
\$ 645,000.00	\$ 649,999.99	\$ 38,850.00
\$ 650,000.00	\$ 654,999.99	\$ 39,150.00
\$ 655,000.00	\$ 659,999.99	\$ 39,450.00
\$ 660,000.00	\$ 664,999.99	\$ 39,750.00
\$ 665,000.00	\$ 669,999.99	\$ 40,050.00
\$ 670,000.00	\$ 674,999.99	\$ 40,350.00
\$ 675,000.00	\$ 679,999.99	\$ 40,650.00
\$ 680,000.00	\$ 684,999.99	\$ 40,950.00
\$ 685,000.00	\$ 689,999.99	\$ 41,250.00
\$ 690,000.00	\$ 694,999.99	\$ 41,550.00
\$ 695,000.00	\$ 699,999.99	\$ 41,850.00
\$ 700,000.00	\$ 704,999.99	\$ 42,150.00
Low	High	Marketed Properties Firm Fixed Price (Dollars)

		(Calculated based on Brokerage Fee of 6%)
\$ 570,000.00	\$ 574,999.99	\$ 34,350.00
\$ 575,000.00	\$ 579,999.99	\$ 34,650.00
\$ 580,000.00	\$ 584,999.99	\$ 34,950.00
\$ 585,000.00	\$ 589,999.99	\$ 35,250.00
\$ 590,000.00	\$ 594,999.99	\$ 35,550.00
\$ 595,000.00	\$ 599,999.99	\$ 35,850.00
\$ 600,000.00	\$ 604,999.99	\$ 36,150.00
\$ 605,000.00	\$ 609,999.99	\$ 36,450.00
\$ 610,000.00	\$ 614,999.99	\$ 36,750.00
\$ 615,000.00	\$ 619,999.99	\$ 37,050.00
\$ 620,000.00	\$ 624,999.99	\$ 37,350.00
\$ 625,000.00	\$ 629,999.99	\$ 37,650.00
\$ 630,000.00	\$ 634,999.99	\$ 37,950.00
\$ 635,000.00	\$ 639,999.99	\$ 38,250.00
\$ 640,000.00	\$ 644,999.99	\$ 38,550.00
\$ 645,000.00	\$ 649,999.99	\$ 38,850.00
\$ 650,000.00	\$ 654,999.99	\$ 39,150.00
\$ 655,000.00	\$ 659,999.99	\$ 39,450.00
\$ 660,000.00	\$ 664,999.99	\$ 39,750.00
\$ 665,000.00	\$ 669,999.99	\$ 40,050.00
\$ 670,000.00	\$ 674,999.99	\$ 40,350.00
\$ 675,000.00	\$ 679,999.99	\$ 40,650.00
\$ 680,000.00	\$ 684,999.99	\$ 40,950.00
\$ 685,000.00	\$ 689,999.99	\$ 41,250.00
\$ 690,000.00	\$ 694,999.99	\$ 41,550.00
\$ 695,000.00	\$ 699,999.99	\$ 41,850.00
\$ 700,000.00	\$ 704,999.99	\$ 42,150.00

Unmarketed (Off-Market) Firm Fixed Price (Dollars) <i>(Calculated based on Brokerage Fee of 8%)</i>
\$ 45,800.00
\$ 46,200.00
\$ 46,600.00
\$ 47,000.00
\$ 47,400.00
\$ 47,800.00
\$ 48,200.00
\$ 48,600.00
\$ 49,000.00
\$ 49,400.00
\$ 49,800.00
\$ 50,200.00
\$ 50,600.00
\$ 51,000.00
\$ 51,400.00
\$ 51,800.00
\$ 52,200.00
\$ 52,600.00
\$ 53,000.00
\$ 53,400.00

\$ 53,800.00
\$ 54,200.00
\$ 54,600.00
\$ 55,000.00
\$ 55,400.00
\$ 55,800.00
\$ 56,200.00

**Construction Management**

Services must include full-service construction management resulting in turn-key parking lot  
**Construction Management Fee\*** (used to complete table. Payments will be made on fi  
 Calculated based on Average \$ amount within (low-high) range

6.85%
-------

Construction Management Transaction Amounts

Low	High	Firm Fixed Price (Dollars) (Calculated based on Construction Management Fee)
\$ -	\$ 4,999.99	\$ 171.25
\$ 5,000.00	\$ 9,999.99	\$ 513.75
\$ 10,000.00	\$ 14,999.99	\$ 856.25
\$ 15,000.00	\$ 19,999.99	\$ 1,198.75
\$ 20,000.00	\$ 24,999.99	\$ 1,541.25
\$ 25,000.00	\$ 29,999.99	\$ 1,883.75
\$ 30,000.00	\$ 34,999.99	\$ 2,226.25
\$ 35,000.00	\$ 39,999.99	\$ 2,568.75
\$ 40,000.00	\$ 44,999.99	\$ 2,911.25
\$ 45,000.00	\$ 49,999.99	\$ 3,253.75
\$ 50,000.00	\$ 54,999.99	\$ 3,596.25
\$ 55,000.00	\$ 59,999.99	\$ 3,938.75
\$ 60,000.00	\$ 64,999.99	\$ 4,281.25
\$ 65,000.00	\$ 69,999.99	\$ 4,623.75
\$ 70,000.00	\$ 74,999.99	\$ 4,966.25
\$ 75,000.00	\$ 79,999.99	\$ 5,308.75
\$ 80,000.00	\$ 84,999.99	\$ 5,651.25
\$ 85,000.00	\$ 89,999.99	\$ 5,993.75
\$ 90,000.00	\$ 94,999.99	\$ 6,336.25
\$ 95,000.00	\$ 99,999.99	\$ 6,678.75
\$ 100,000.00	\$ 104,999.99	\$ 7,021.25
\$ 105,000.00	\$ 109,999.99	\$ 7,363.75
\$ 110,000.00	\$ 114,999.99	\$ 7,706.25
\$ 115,000.00	\$ 119,999.99	\$ 8,048.75
\$ 120,000.00	\$ 124,999.99	\$ 8,391.25
\$ 125,000.00	\$ 129,999.99	\$ 8,733.75
\$ 130,000.00	\$ 134,999.99	\$ 9,076.25
\$ 135,000.00	\$ 139,999.99	\$ 9,418.75
\$ 140,000.00	\$ 144,999.99	\$ 9,761.25
\$ 145,000.00	\$ 149,999.99	\$ 10,103.75
\$ 150,000.00	\$ 154,999.99	\$ 10,446.25
\$ 155,000.00	\$ 159,999.99	\$ 10,788.75

\$ 160,000.00	\$ 164,999.99	\$ 11,131.25
\$ 165,000.00	\$ 169,999.99	\$ 11,473.75
\$ 170,000.00	\$ 174,999.99	\$ 11,816.25
\$ 175,000.00	\$ 179,999.99	\$ 12,158.75
\$ 180,000.00	\$ 184,999.99	\$ 12,501.25
\$ 185,000.00	\$ 189,999.99	\$ 12,843.75
\$ 190,000.00	\$ 194,999.99	\$ 13,186.25
\$ 195,000.00	\$ 199,999.99	\$ 13,528.75
\$ 200,000.00	\$ 204,999.99	\$ 13,871.25
\$ 205,000.00	\$ 209,999.99	\$ 14,213.75
\$ 210,000.00	\$ 214,999.99	\$ 14,556.25
\$ 215,000.00	\$ 219,999.99	\$ 14,898.75
\$ 220,000.00	\$ 224,999.99	\$ 15,241.25
\$ 225,000.00	\$ 229,999.99	\$ 15,583.75
\$ 230,000.00	\$ 234,999.99	\$ 15,926.25
\$ 235,000.00	\$ 239,999.99	\$ 16,268.75
\$ 240,000.00	\$ 244,999.99	\$ 16,611.25
\$ 245,000.00	\$ 249,999.99	\$ 16,953.75
\$ 250,000.00	\$ 254,999.99	\$ 17,296.25
\$ 255,000.00	\$ 259,999.99	\$ 17,638.75

\*Please note that this CM fee excludes general conditions.

Low	High	Firm Fixed Price (Dollars) <i>(Calculated based on Construction Management Fee)</i>
\$ 260,000.00	\$ 264,999.99	\$ 17,981.25
\$ 265,000.00	\$ 269,999.99	\$ 18,323.75
\$ 270,000.00	\$ 274,999.99	\$ 18,666.25
\$ 275,000.00	\$ 279,999.99	\$ 19,008.75
\$ 280,000.00	\$ 284,999.99	\$ 19,351.25
\$ 285,000.00	\$ 289,999.99	\$ 19,693.75
\$ 290,000.00	\$ 294,999.99	\$ 20,036.25
\$ 295,000.00	\$ 299,999.99	\$ 20,378.75
\$ 300,000.00	\$ 304,999.99	\$ 20,721.25
\$ 305,000.00	\$ 309,999.99	\$ 21,063.75
\$ 310,000.00	\$ 314,999.99	\$ 21,406.25
\$ 315,000.00	\$ 319,999.99	\$ 21,748.75
\$ 320,000.00	\$ 324,999.99	\$ 22,091.25
\$ 325,000.00	\$ 329,999.99	\$ 22,433.75
\$ 330,000.00	\$ 334,999.99	\$ 22,776.25
\$ 335,000.00	\$ 339,999.99	\$ 23,118.75
\$ 340,000.00	\$ 344,999.99	\$ 23,461.25
\$ 345,000.00	\$ 349,999.99	\$ 23,803.75
\$ 350,000.00	\$ 354,999.99	\$ 24,146.25
\$ 355,000.00	\$ 359,999.99	\$ 24,488.75
\$ 360,000.00	\$ 364,999.99	\$ 24,831.25
\$ 365,000.00	\$ 369,999.99	\$ 25,173.75
\$ 370,000.00	\$ 374,999.99	\$ 25,516.25
\$ 375,000.00	\$ 379,999.99	\$ 25,858.75

\$ 380,000.00	\$ 384,999.99	\$ 26,201.25
\$ 385,000.00	\$ 389,999.99	\$ 26,543.75
\$ 390,000.00	\$ 394,999.99	\$ 26,886.25
\$ 395,000.00	\$ 399,999.99	\$ 27,228.75
\$ 400,000.00	\$ 404,999.99	\$ 27,571.25
\$ 405,000.00	\$ 409,999.99	\$ 27,913.75
\$ 410,000.00	\$ 414,999.99	\$ 28,256.25
\$ 415,000.00	\$ 419,999.99	\$ 28,598.75
\$ 420,000.00	\$ 424,999.99	\$ 28,941.25
\$ 425,000.00	\$ 429,999.99	\$ 29,283.75
\$ 430,000.00	\$ 434,999.99	\$ 29,626.25
\$ 435,000.00	\$ 439,999.99	\$ 29,968.75
\$ 440,000.00	\$ 444,999.99	\$ 30,311.25
\$ 445,000.00	\$ 449,999.99	\$ 30,653.75
\$ 450,000.00	\$ 454,999.99	\$ 30,996.25
\$ 455,000.00	\$ 459,999.99	\$ 31,338.75
\$ 460,000.00	\$ 464,999.99	\$ 31,681.25
\$ 465,000.00	\$ 469,999.99	\$ 32,023.75
\$ 470,000.00	\$ 474,999.99	\$ 32,366.25
\$ 475,000.00	\$ 479,999.99	\$ 32,708.75
\$ 480,000.00	\$ 484,999.99	\$ 33,051.25
\$ 485,000.00	\$ 489,999.99	\$ 33,393.75
\$ 490,000.00	\$ 494,999.99	\$ 33,736.25
\$ 495,000.00	\$ 499,999.99	\$ 34,078.75
\$ 500,000.00	\$ 504,999.99	\$ 34,421.25
\$ 505,000.00	\$ 509,999.99	\$ 34,763.75
\$ 510,000.00	\$ 514,999.99	\$ 35,106.25
\$ 515,000.00	\$ 519,999.99	\$ 35,448.75
\$ 520,000.00	\$ 524,999.99	\$ 35,791.25
\$ 525,000.00	\$ 529,999.99	\$ 36,133.75
\$ 530,000.00	\$ 534,999.99	\$ 36,476.25
\$ 535,000.00	\$ 539,999.99	\$ 36,818.75
\$ 540,000.00	\$ 544,999.99	\$ 37,161.25
\$ 545,000.00	\$ 549,999.99	\$ 37,503.75
\$ 550,000.00	\$ 554,999.99	\$ 37,846.25
Low	High	Firm Fixed Price (Dollars) <i>(Calculated based on Construction Management Fee)</i>
\$ 555,000.00	\$ 559,999.99	\$ 38,188.75
\$ 560,000.00	\$ 564,999.99	\$ 38,531.25
\$ 565,000.00	\$ 569,999.99	\$ 38,873.75
\$ 570,000.00	\$ 574,999.99	\$ 39,216.25
\$ 575,000.00	\$ 579,999.99	\$ 39,558.75
\$ 580,000.00	\$ 584,999.99	\$ 39,901.25
\$ 585,000.00	\$ 589,999.99	\$ 40,243.75
\$ 590,000.00	\$ 594,999.99	\$ 40,586.25
\$ 595,000.00	\$ 599,999.99	\$ 40,928.75
\$ 600,000.00	\$ 604,999.99	\$ 41,271.25
\$ 605,000.00	\$ 609,999.99	\$ 41,613.75
\$ 610,000.00	\$ 614,999.99	\$ 41,956.25

\$ 615,000.00	\$ 619,999.99	\$ 42,298.75
\$ 620,000.00	\$ 624,999.99	\$ 42,641.25
\$ 625,000.00	\$ 629,999.99	\$ 42,983.75
\$ 630,000.00	\$ 634,999.99	\$ 43,326.25
\$ 635,000.00	\$ 639,999.99	\$ 43,668.75
\$ 640,000.00	\$ 644,999.99	\$ 44,011.25
\$ 645,000.00	\$ 649,999.99	\$ 44,353.75
\$ 650,000.00	\$ 654,999.99	\$ 44,696.25
\$ 655,000.00	\$ 659,999.99	\$ 45,038.75
\$ 660,000.00	\$ 664,999.99	\$ 45,381.25
\$ 665,000.00	\$ 669,999.99	\$ 45,723.75
\$ 670,000.00	\$ 674,999.99	\$ 46,066.25
\$ 675,000.00	\$ 679,999.99	\$ 46,408.75
\$ 680,000.00	\$ 684,999.99	\$ 46,751.25
\$ 685,000.00	\$ 689,999.99	\$ 47,093.75
\$ 690,000.00	\$ 694,999.99	\$ 47,436.25
\$ 695,000.00	\$ 699,999.99	\$ 47,778.75
\$ 700,000.00	\$ 704,999.99	\$ 48,121.25



**Environmental Assessment**

Bidder shall describe how they will procure environmental reports, requested by the City.

The respondent has had considerable experience in procuring contracted services on behalf of the City of Detroit, and is very familiar with the process. The contractor has identified, and incorporated as part of the team, a city approved, detroit-based vendor to perform the services as requested by the city in this RFP. Attached are the city approved environmental rates.

**Non-Specified Services**

The following pricing is for services that are not specifically called out in the RFP but may be necessary to complete the owner's goals

**Supplemental Real Estate Services**

Broker Opinion of Value \$ 750 Per BOV to provide a report of value. Amount will be credited to the fee if the deal closes within 12 months of the report.  
 Due Diligence Management on Acquisitions \$ 750 Per parcel to retain and manage third-party, fee-service providers and coordinate with city agencies for the completion, review and acceptance of the necessary acquisition due diligence items such as title insurance and searches, ALTA surveys, environmental phase 1 and other services as may be required.

**Supplemental Pre-Design Services**

Alta Survey \$ 3,500  
 Topographical Survey \$ 5,000  
 Geotech \$ 6,000  
 Phase 1 \$ 4,000 Refer to environmental schedule for full environmental services schedule.

**CITY OF DETROIT  
 182475.1 (Commercial Corridor Parking Lots) FEE SCHEDULE**

Organization Name:	DLZ MICHIGAN, INC.	
Business Address:	607 Shelby St., Suite 650, Detroit, MI 48223	
Point(s)-of-Contact:	Manoj Sethi	Dor'Mario Brown
E-Mail Address(es):	msethi@dlz.com	dbrown@dlz.com
Phone #(s):	517 203 8541	248 727 7083

	Small Structure 0 - 5,000 Sq. Ft.		Medium Structure 5,001 - 40,000 Sq. Ft.		Large Structure 40,001 - 100,000 Sq. Ft.		Extra Large Structure 100,001+ Sq. Ft.	
	Rate	Unit	Rate	Unit	Rate	Unit	Rate	Unit
<b>A. Engineering Survey</b>								
Mobilization, Survey, Report, & Administrative Costs	\$ 810.00	Per Site	\$ 1,800.00	Per Site	\$ 3,600.00	Per Site	Negotiable*	Per Site
<b>B. Hazardous/Regulated Materials Survey &amp; Inspection</b>								
Mobilization, Site Inspection, Report & Administrative Costs		Per Site		Per Site		Per Site		Per Site
PLM		Per Sample		Per Sample		Per Sample		Per Sample
<b>C. Abatement Support</b>								
Mobilization, Review, & Administrative Costs		Per Site		Per Site		Per Site		Per Site
Post-Abatement Air Monitoring		Per Mobilization		Per Mobilization		Per Mobilization		Per Mobilization
<b>D. Post-Abatement Inspection &amp; Verification</b>								
Mobilization, Site Inspection, Report & Administrative Costs	\$ 300.00	Per Mobilization	\$ 670.00	Per Mobilization	\$ 1,340.00	Per Mobilization	Negotiable*	Per Mobilization
<b>E. Building Condition Assessment</b>								
Mobilization, Condition Assessment, Report & Administrative Costs	\$ 6,000.00	Per Site*	\$ 10,000.00	Per site*	\$ 15,000.00	Per Site*	Negotiable*	Per Site*
	Small Site	Medium Site	Large Site	Extra Large Site 0 - 43,560 Sq. Ft.	43,561 - 150,000 Sq. Ft.	150,001 - 261,360 Sq. Ft.	261,361+ Sq. Ft.	
<b>F. Environmental Due Diligence</b>								
Mobilization, Inspection, and Report								
Phase I Environmental Site Assessment		Per Site		Per Site		Per Site		Per Site
Phase II Scope of Work		Per Site		Per Site		Per Site		Per Site
Phase II Environmental Site Assessment		Per Site		Per Site		Per Site		Per Site
Due Care Plan		Per Site		Per Site		Per Site		Per Site
Field Services								

**III. Project Billing**

Contractor must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

**AUTHORIZATION TO COMMENCE WORK –**

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to SPO (Standard Purchase Order), from Procurement.

*The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued. \*\*Work commencing*

**without issuance of the SPO is subject to Payment Delays and/or Non-Payment! \*\***

**Required steps to invoice:**

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Contractors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

**Invoice MUST contain or have as attachment:**

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ARPA Goods/Services” (must be noted on every invoice)

**Other invoice requirements:**

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

**EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, M.C.L. 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years.

Individuals shall also list any contributions or expenditures from their spouses.”

**Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.**

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, M.C.L. 169.204 and M.C.L. 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
<b>Donor</b>	<b>Relationship to Contractor/Vendor</b>	<b>Recipient</b>	<b>Amount of Contribution or Expenditure</b>	<b>Date</b>

**(EXHIBIT C - continued)**

**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: \_\_\_\_\_

Print name: \_\_\_\_\_

Sworn and subscribed to before me on \_\_\_\_\_, 20\_\_\_\_  
[by \_\_\_\_\_, the \_\_\_\_\_ of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan,

Acting in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

## **EXHIBIT D: COVID & ARPA FEDERAL REQUIREMENTS**

The City of Detroit has sought to obtain federal funding to augment its response to the COVID-19 pandemic. This Exhibit includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the Professional Services Contract (the “Contract”) with Detroit Building Authority (Contract #6004824).

### **I. Procurement Policy**

Procurement for the City of Detroit has provided a transparent, open, and fair opportunity for all eligible Contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Contractor must have available Contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Contractor will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### **II. Bonds and Insurance Requirements**

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the City Council. If cause is found to change the recommendation that a Contractor be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by the Contractor in the bid process, including the cost of acquiring bonds and/or insurance. This subsection III is applicable only to Contracts pertaining to construction or facility improvement.

### **III. Equal Employment Opportunity**

In addition to the fair employment practices agreed to by the Contractor in Article 19 of the Contract, the Contractor hereby agrees as follows:

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and

implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) The City of Detroit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City of Detroit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The City of Detroit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The City of Detroit further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City of Detroit agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the City of Detroit under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City of Detroit; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **IV. Federal Compliance**

(a) Consistent with the **Davis-Bacon Act (40 U.S.C. §§ 3141-3148)**, the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

- i. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- ii. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made

by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- iv. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the **Copeland Anti-Kickback Act**, the parties agree as follows:

- a. The Contractor must report all suspected or reported violations to the City and Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- e. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

(c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:

1. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
2. Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.



3. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- a. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- b. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- c. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(d) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification

to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract in excess of \$150,000. Contract shall ensure each subcontract include provisions that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- e. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the City of Detroit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),

(e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- a. Contractors who apply or bid for an award exceeding \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.
- b. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.(J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
- c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(f) Debarment and Suspension.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(h) Prohibition of Certain Telecommunication Services and Equipment.

- a. Recipients, subrecipients or contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company,

or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information. See also §200.471.

(i) Records Requirements.

- a. The Contractor agrees to provide the City, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably required.
- c. The Contractor agrees to provide the FEMA Administrator, City and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. This subsection (h) is applicable only to Contracts pertaining to construction or facility improvement.

(j) Domestic Preferences for Procurements.

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.

- i. For purposes of this section: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(k) Federal Acquisitions Regulation Compliance.

- a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency. The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

(1) Citations: 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2).

(2) When the agency’s need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) Application. This authority applies in those situations where-

- (1) An unusual and compelling urgency precludes full and open competition; and
- (2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

(1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.

(2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

(1) The total period of performance of a contract awarded or modified using this authority-

(i) May not exceed the time necessary:

(A) To meet the unusual and compelling requirements of the work to be performed under the contract; and

(B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and

(ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.

(2)(i) Any subsequent modification using this authority, which will

extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.

(3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.

(4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.(5) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.

b. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

(j) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency