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AMENDED AND RESTATED

CONTRACT OF LEASE

THIS AMENDED AND RESTATED CONTRACT OF LEASE (the "Contract") made and executed as of September 27, 2011, by and between the **CITY OF DETROIT BUILDING AUTHORITY,** a public authority and body corporate of the State of Michigan, organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter the "Authority"), and the **CITY OF DETROIT,** a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its **CITY OF DETROIT DEPARTMENT OF TRANSPORTATION** (hereinafter the "City");

WITNESSETH:

WHEREAS, the Authority has been incorporated in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefore, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for the use of any legitimate public purpose of the City; and

WHEREAS, pursuant to the Act, the Authority and the City may enter into a contract or contracts under which the Authority will, by lease, temporarily acquire property contemplated by the terms of the Act, subject to any federal lien in the property, and return the same to the City after the lease period has expired; and

WHEREAS, pursuant to the Act, the temporary leasing of property by the City to the Authority for the improvement of any building or buildings, automobile parking lots or structures, recreational facilities, stadiums and the necessary site or sites therefor, together with appurtenant properties and facilities, constitutes a benefit to and a legitimate public purpose of the Authority and the City; and

WHEREAS, on September 28, 2006 the City engaged the assistance of the Authority to facilitate the completion of certain demolition, new construction, renovations and facility improvements at the

1. Shoemaker transit facility located at 5149 St. Jean in the City of Detroit;
2. Coolidge transit facility located at 14044 Schaefer in the City of Detroit;
3. Central Transit Facility located at 1301 E. Warren in the City of Detroit; and
4. Gilbert Transit Facility located at 5600 Wabash in the City of Detroit as more particularly described in Exhibit A to this Contract (the "Original Project"); and

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WHEREAS, the City and Authority desire to amend and restate the Contract to extend the term of the Contract, to provide for the expenditure of the remaining Grant funds (as described below) and to provide for the addition to the Original Project the following facility (collectively the "Project"):

- Rosa Parks Transit Center
  360 Michigan Avenue
  Detroit, MI; and

WHEREAS, the Federal Transit Administration ("FTA") and the Michigan Department of Transportation have provided certain grant funds to the City to be used for the Project (the "Grant Funds"), and

WHEREAS, the City has agreed to make certain funds available to the Authority for the Project, subject to all applicable laws, rules and regulations governing the use of such funds; and

WHEREAS, the original amount of Grant Funds for the Original Project was Sixty-Three Million Five Hundred Thousand and 00/100 ($63,500,000.00) Dollars; and

WHEREAS, the total remaining cost of the Project is estimated to be Ten Million Five Hundred Sixty Thousand Forty and 00/100 ($10,560,040) Dollars; and

WHEREAS, such funds are currently available from the City; and

WHEREAS, in performing the terms of this Contract, the Authority and the City agree to comply with all applicable federal, state and local laws and regulations, including without limitation regulations governing grants from the FTA; and

WHEREAS, the City has advised the Commissioners of the Authority that the Project is necessary and advisable to meet the need for such facilities by the citizens of the City, and others; and

WHEREAS, the Authority agrees to follow the City's procurement policies and procedures that are not inconsistent with federal law, as well as FTA's Third Party Contracting rules and guidelines for all procurements; and

WHEREAS, the Authority desires to assume management responsibility for the Project.

IT IS THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the mutual covenants hereinafter contained, as follows:

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ARTICLE I

DUTIES OF THE CITY

1.01 Upon submission by the Authority to the City of detailed invoices, not to exceed one (1) invoice per month, including all certifications and supporting documentation, the City shall pay the Authority from applicable funds, including Grant Funds, on a monthly basis, according to actual work performed with approved documentation over the life of the Project to enable the Authority to perform the Authority Duties (the "Authority Duties"), as defined in Article II below. The Authority may, in its invoices to the City, include up to three percent (3%) of the total of the approximate Sixty Three Million Five Hundred Thousand and 00/100 Dollars ($63,500,000.00) Dollars of Grant Funds for the Authority's administrative costs for this Project (the "Authority Fee"). The Authority fee shall not exceed One Million Nine Hundred Five Thousand and 00/100 Dollars ($1,905,000.00) for the term of this Contract unless terminated or amended. All such funds paid by the City to the Authority for the Authority Fee are subject to federal laws, rules and regulations to the same extent as all other grant funds paid by the City to the Authority for the Project.

1.02 All funds paid by the City to the Authority pursuant to this Contract (the "City Funds") shall be utilized by the Authority for the Project. Any funds paid by the City to the Authority and not used by the Authority for the Authority Duties shall be reported by the Authority to the City and promptly returned to the City at the City's request, in the time and manner specified by the City.

1.03 The Authority shall be entitled to be paid for the Authority Duties which were performed on or after September 27, 2011 subject to the terms and conditions of this Contract.

1.04 The City shall monitor, review, and provide Project oversight for the Authority Duties, which are set forth in Article II below.

1.05 The City shall be responsible for providing the architectural design of the Project to the Authority. The City shall also be responsible for review and acceptance or rejection of the building stages and components of the Project as they may be completed by or become available and the Authority shall become a beneficiary of the representations and warranties that accrue to the "owner" pursuant to any and all agreements entered into between the City and the architect for the Project.

1.06 The City shall, in advance of a Project, prepare the procurement documents to be utilized by the Authority for the purpose of soliciting vendors. The Authority shall review procurement documents for compliance with DBA procedures and policies. In addition, the Authority shall provide all contracts and all supporting documents related to such contracts to be entered into between the Authority and its contractors (providers of goods and services related to the Project) to the City for review. The City shall either approve or reject such contracts related to the Project

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before such contracts are submitted to the Commissioners of the Authority for approval. Any rejection by the City will contain comments concerning the deficiencies that must be corrected or addressed in the contracts or supporting documents. Approval by the City shall be final and shall serve to confirm that the City believes that the contracts and supporting documents comply with federal laws governing FTA grantees

1.07 The Authority shall perform a thorough review of invoices and supporting documentation received from its contractors for the Project. The Authority shall then submit its invoices to the City, which submission shall include the invoices and supporting documentation from its contractors. The City shall review such invoices received from the Authority for compliance with applicable rules and regulations within thirty (30) days and shall either approve or reject the invoices. The Authority shall be responsible for correcting any invoices that the Authority determines to be insufficient for any reason, including lack of detail or supporting documentation.

1.08 The Authority shall not submit invoices to the City to pay for any contracts or agreements that are not competitively bid in accordance with FTA rules, regulations and circulars. No FTA funding shall be used for either administrative or other costs, expenses or fees related to the Project where such competitive bidding has not been utilized.

ARTICLE II
AUTHORITY DUTIES

The Authority shall perform the following "Authority Duties":

2.01 With the approval of the City, the Authority may provide construction management or project management services for construction of the Project and changes in design, if any, to the Project, including procurement of consultants, architects/engineers, attorneys, construction contractors and other service providers necessary for the completion of the Project, as stipulated in the U.S. Department of Transportation Federal Transit Administration FY 2015 Master Agreement for FTA agreements authorized by 49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers. Procurement activities by the Authority in support of the Project which are in any way funded by Grant Funds shall follow FTA Third Party Contracting Guidelines found in "FTA Circular" FTA 4220, as amended, and the FTA's Best Practices Procurement Manual in addition to other federal laws, rules and regulations.

2.02 The first quarter of the Project shall commence on the effective date of this Contract for reporting purposes. On the tenth day of the beginning of each quarter during the Project, beginning with the second quarter, the Authority shall provide the City with a quarterly report in a format required by the City and any federal or state grant agency

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providing funds for the Project, setting forth the status of the Project. Such a report shall include, but not be limited to, details of current and future Authority Duties, Project expenditures to date, procurement information, including title, procurement schedule, dollar amount and award schedule, procurement documents, evaluations of the procurement documents, contracts resulting from these procurement documents and all documentation in support of these procurement documents. The Authority shall supplement each quarterly report with additional information in the time and manner requested by the City.

2.03 The Authority shall act as a sub-recipient of federal and state grant funds for the Project and shall be subject to all FTA Special and General Conditions, including FTA Master Agreement clauses. The Authority shall ensure that all contracts and engagements through which the Authority receives goods and services related to the Project include all such applicable Special and General Conditions, including FTA Master Agreement clauses.

ARTICLE III
DATA AND REPORTS

3.01 The Authority agrees to furnish to the CITY, or to any federal or state agency providing grant funds for the Project upon request, and without charge any and all copies of information, data reports, records and other information and documents pertaining to the Project which are requested by and deemed necessary by the requesting party to carry out the Authority's Activities under this Contract. The City agrees to furnish to the Authority without charge any and all non-confidential and non-privileged copies of information, data reports, records and other information and documents pertaining to the Project which are requested by and deemed necessary by the Authority to carry out the Authority Duties under this Contract.

3.02 The Authority shall instruct its personnel, contractors and consultants to regard all information gained by each such person as a result of the Authority Duties to be performed hereunder as information which is proprietary to the Authority and the City.

3.03 The Authority shall maintain full and complete books, ledgers, journals, accounts, documents and records in auditable form wherein are kept all entries reflecting all of its operations pursuant to this Contract, and the Authority shall make available at all reasonable times all books, documents, papers and records for monitoring, audits, inspections and examinations by the City.

3.04 All records referred to in Section 3.03 shall be maintained by the Authority for six (6) years after the date of completion or termination of the Project, after which the Authority shall transfer such records to the City, unless there are outstanding claims or litigation, in which case all Project records shall be retained until the settlement of all outstanding issues. The Authority shall make the original records available for

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

inspection and copying by the City or any grant funding agency at any time during which the Authority retains the Records for claims or litigation purposes. In addition, the Authority and the City shall make co-custodial arrangements so that the original records will also be made available to the City in the event that the records are required by both the City and the Authority to address any outstanding claims or litigation to which either is a party.

ARTICLE IV
CONTROL OF PROJECT

4.01 The Authority agrees to maintain satisfactory continuing control of all Project property during the period when the Authority is acting as Project owner, which ownership begins on the date the Project is transferred to the Authority by the City, until such time as full title to the Project is transferred back to the City (the "Authority Ownership Period"). Absent written authorization by the City, permitting otherwise, during the Authority Ownership Period:

(a) The Authority agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, grant anticipation note, alienation or other obligation that in any way would affect any Federal interest in any Project real property or equipment.

(b) The Authority agrees to refrain from taking any action that either adversely affects any Federal interest or impairs the Authority's continuing control of the use of Project real property or equipment.

4.02 The expenditure of funds provided hereunder for the purchase, lease, or rental of property or equipment must be in accordance with the following during the Authority Ownership Period:

(a) The Authority shall maintain property records that include a description of the property; a serial number (if applicable); the source of property; the names of the titleholder; the acquisition date; the cost of the property; the percentage of Federal participation in the cost of the property; the location, use and condition of the property; and any ultimate disposition data, including the date of disposal and sale price of the Project real property.

(b) The Authority shall perform a physical inventory of the project real property and reconcile the results with the real property records at least once every two (2) years.

4.03 Activities Not Involving Construction. The Authority agrees to comply and assures the compliance by each third party contractor at any tier with any applicable employee protection requirements for nonconstruction employees of Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§3701-3708,

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5, as amended.

4.04 In accordance with FTA Circular 5010.D, during the term of this Contract, the Authority shall comply with the requirement for an annual independent audit, if applicable, as indicated below:

(a) Non-profit institutions, states, local governments, colleges, universities and hospitals that expend $500,000 or more a year in Federal awards must have an annual audit performed in compliance with the most recent applicable Compliance Supplement of OMB Circular A-133 as revised June 27, 2003 mandated by the Single Audit Act. Costs for audits for sub-recipients expending less than $300,000 in a year cannot be charged to federal funding sources.

(b) The Authority shall ensure that third-party contract audits are conducted to ensure that grant-assisted activities are carried out effectively. Auditors who are independent from the Authority and the third-party contractor must conduct the audits.

(c) The Authority shall ensure that the City receives copies of all audit reports and findings within ten (10) business days from the date the Authority receives them.

The audit report shall be completed and submitted no later than nine (9) months after the ending date of the Authority's fiscal year.

4.05 The Authority shall preserve its records and make them available to the City and the federal and state grantor agencies for such period as the City shall stipulate from the date of the final report submitted to the City by the Authority. In the event that audit or other findings are not resolved, the Authority shall preserve such records for such additional periods as the City shall stipulate, pending resolution of litigation, audits or findings.

ARTICLE V
LEASE AND LEASEBACK

5.01 In consideration for the management of the Project as herein specified, the City does hereby let and lease the sites, subject to any federal lien thereon, upon which the Project is to be constructed, as more particularly described in Exhibit B to this Contract (the "Project Site"), to the Authority, to have and to hold for a term commencing on the date of this Contract and ending on a day (5) five years after the date of this Contract. If the project is not completed by the expiration date an amendment will be issued to allow completion of the project, subject to the provisions of Article XXV hereof.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

5.02. In consideration of the rentals to be paid by the City for the improvements to be made as specified herein, the Authority does hereby let and leaseback the Project Site upon which the Project is to be completed to the City; *provided,* however, that the Authority shall retain such leasehold interest in the Project and the Project Site as shall be necessary to complete the Project in accordance herewith during the term described in Section 5.01 hereof.

5.03 On the date the Project is completed, as determined by the Authority and the City, the Authority shall be deemed to have assigned to the City its residual leasehold interest in the Project and the Project Site, and if requested by the City, shall execute such other instruments of conveyance in such form and manner as may be requested by the Corporation Counsel of the City, whereupon the terms of this Contract will terminate pursuant to Section 5.01, hereof, unless otherwise agreed by the Authority and the City.

ARTICLE VI
INSURANCE AND BONDS

6.01 The Authority shall maintain, or cause to be maintained, at its sole expense, during the term of this Contract, the following insurance:

(a) Workers' compensation insurance for employees, which meets Michigan statutory requirements, and employers' liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, each disease and each person, if applicable.

(b) Commercial general liability insurance, written on an occurrence policy form, with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate for injury and property damage.

(c) Automobile Liability Insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with combined single limit coverage of One Million Dollars ($1,000,000), if applicable.

The Authority shall require its consultants, contractors, subcontractors and suppliers to obtain insurance coverage, at minimum, identical to the insurance coverage required to be obtained by the Authority under Sections 6.01(a-c) of this Contract, unless expressly agreed to otherwise by an Amendment to this Contract in writing.

6.02 The Authority shall further require that:

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

(a) Each professional consultant maintain and pay for Professional liability insurance covering errors and omissions of the consultant in a form acceptable to the Authority with minimum limits of $2,000,000 per occurrence and annual aggregate.

(c) If determined to be necessary by the City or the Authority each contractor and the contractor's subcontractors performing work of any type at the Project site maintain and pay for:

(i) Professional liability insurance covering errors and omissions of the contractor and its engineering consultant(s) in a form acceptable to the AUTHORITY with minimum limits of $2,000,000 per occurrence and annual aggregate. Professional errors and omissions coverage shall be endorsed to provide contractual liability coverage.

(ii) Contractor's Pollution Liability Coverage, as may be determined necessary by the City, with minimum limits, for each site of Five Million Dollars ($5,000,000) per site, per occurrence and Five Million Dollars ($5,000,000) per site, in the aggregate. The contractor shall keep this insurance in place for two (2) years after final completion of the Project and shall deliver to the Authority a certificate of CPL liability coverage for each of the two (2) years after final completion.

(iii) All Risk Insurance. Each contractor shall secure liability insurance to protect the Authority, the City and their consultants against claims that may arise out of the operations conducted by the contractor. The contractor shall secure an "All Risk" form of property insurance. The contractor shall be responsible for the deductible amount upon any covered loss sustained by the contractor or subcontractors of the contractor.

(iv) Performance and Payment Bonds, each for 100% of the price of the contract between the Authority and the contractor, with such sureties secured through the contractor's usual sources, so long as, the surety company shall have a rating not less than A+ and be licensed to issue bonds and do business in the State of Michigan. The bonds shall be written in a form compliant with the statutory procedures applicable to performance and payment bonds relative to publicly owned improvements. Under no circumstances shall the contractor be allowed to start any work on the Project before the performance and payment bonds have been received and accepted by the Authority.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

6.03 The Authority shall cause all policies obtained pursuant to this Article VI to name the Authority and the City as an additional insured and, to the extent obtainable, be accompanied by a commitment from the insurer that such policy shall not be canceled, modified or reduced without at least thirty (30) days prior written notice to the City. Said coverage shall be primary coverage as to the additional insureds and noncontributory on the part of the additional insureds. Certificates of insurance evidencing such coverages and endorsements shall be submitted to both the City's Department of Transportation and the Finance Department, Accounts Payable Section, Coleman A. Young Municipal Center, Detroit, Michigan 48226, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration date of expiring policies.

6.04 Each commercial general liability insurance policy required by this Contract shall include a cross-liability endorsement stating:

> "It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing contained herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

ARTICLE VII
CONFLICT OF INTEREST

7.01 The Authority covenants that it currently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Authority Activities.

7.02 The Authority also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly.

7.03 No member of the governing body of the City or the Authority and no other officer, appointee, employee or agent of the City or the Authority who exercises any function or responsibility in connection with the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

ARTICLE VIII
PERSONNEL AND INDEPENDENT CONTRACTOR RELATIONSHIP

8.01 All services required hereunder will be performed either by the Authority or the City or their agents. All personnel engaged in the work shall be fully qualified and shall be authorized and permitted under applicable law to perform such services.

8.02 The relationship of the Authority 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, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to the Authority or its agents with respect to the City as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or either party's agent, employee or subcontractor.

ARTICLE IX
FAIR EMPLOYMENT PRACTICES

9.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title, and in accordance with the Michigan Constitution and all State laws and regulations governing fair employment practices and equal opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976, No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976, No. 220), the Authority agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Authority recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors. The Authority shall comply with Ordinance No. 20-93, codified as Detroit City Code §18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended, and the Davis Bacon Act, 40 U.S.C. 3141, *et seq.*

9.02 The Authority shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to his(her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, disability, sex or sexual orientation.

9.03 The Authority further agrees to take affirmative action permitted by law to achieve reasonable representation of minority groups and women in its work force.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

Such affirmative action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Authority shall promptly furnish any information required by the FTA or the City Human Rights Department pursuant to this Section.

9.04 The Authority further agrees that it will notify any subcontractor of its obligations relative to non-discrimination and affirmative action under this Contract when soliciting same and will include the provisions of this Article in any subagreement, as well as provide the City with a copy of any subagreement. The Authority further agrees to take such action with respect to any subagreement procurement as the City may direct as a means of enforcing such provisions including the aforementioned sanctions for noncompliance.

9.05 Breach of the terms and conditions of this Section may be regarded as a material breach of this Contract.

ARTICLE X
GRANT FUNDS PROVISIONS

10.01 The Authority shall abide by all applicable terms and conditions imposed and required by the grant between the City and the FTA, including the specific state and Federal laws and regulations and City ordinances and policies applicable to the Grant Funds or which are included in all pertinent State and Federal guidelines, of which the City shall, in timely fashion, inform the Authority. The Authority shall abide by all revisions and modifications to the laws and regulations governing the Grant Funds. The Authority shall, during the term of this agreement, execute any assurances and certifications mutually agreed to by the City to be required by Federal, State or local government and applicable to this Project.

10.02. Requests from the Authority for interpretations, modifications, or changes must be made in writing to the City.

10.03 All powers not explicitly vested in the Authority by this Contract remain with the City.

10.04 The Authority is prohibited from using funds in this Contract for the purpose of establishing spin-off, sister, or satellite corporations.

10.05 The Authority is prohibited from using Grant Funds or other Project funds to influence or attempt to influence Congress or a Federal agency in connection with the award of the Contract, loan or cooperative Contract.

10.06 The parties hereto are subject to all pertinent FTA and other federal and State regulations governing copyrights, patents, and the rights in data of the FTA and

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

the City relating to any work or product that may be developed in the performance of this Contract.

ARTICLE XI
STIPULATIONS

11.01 The Authority agrees to comply, and assures the compliance by each of its third-party contractors and sub-recipients, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. §6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

11.02 In accordance with Federal legislation and regulations governing the use of the FTA funds, the Authority agrees to comply with all applicable statutory and regulatory requirements for third-party procurements as set forth in FTA Circular 4220.1E, as amended and/or superseded, which is incorporated herein by reference.

(a) The Authority agrees to obtain compliance from its third-party contractors and to incorporate the statutes and regulations in any contract agreement resulting from this Contract.

(b) Potential third-party contractors must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.

11.03 Federal requirements may change and the changed requirements shall apply to the Project as applicable, unless the Federal Government determines otherwise. To accommodate changing Federal requirements, the Authority agrees to include this notice in each third-party contract entered into pursuant to this Contract.

ARTICLE XII
EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

12.01 Apart from inconsistent requirements imposed by Federal statute or regulations, the Authority agrees that it shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using exclusionary or discriminatory specifications in support of procurements for this Project.

ARTICLE XIII
GEOGRAPHIC RESTRICTIONS

13.01 The Authority agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. §5325(b), as amended and/or superseded].

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

ARTICLE XIV
NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

14.01 The Authority agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any third-party bidder/contractor, or any other person not a party to the grant agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub agreement, or third-party contract, the Federal Government continues to have no obligation or liabilities to any party, including the third-party bidder/contractor.

ARTICLE XV
DISADVANTAGED BUSINESS ENTERPRISE

15.01 It is the policy of the City's Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26 ("DBEs"), shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Contract.

The Authority agrees to ensure that DBEs have the maximum opportunity to participate in the competition for and performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract, and shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure same.

ARTICLE XVI
PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

16.01 To the extent applicable, the Authority agrees to comply with the following U.S. preference requirements:

(a) Buy America. The AUTHORITY agrees to comply with 49 U.S.C. §5323(j), FTA regulations, "Buy America Requirements", 49 C.F.R. Part 661 and implementing guidance FTA may issue.

(b) Cargo Preference--Use of United States-Flag Vessels. The Authority agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference--U.S.-Flag Vessels", 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

(c) Fly America. The Authority understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, consistent with the requirements of the International Air

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118, and U.S. General Services Administration (U.S. GSA) regulations pertaining to "Use of United States Flag Air Carriers".

ARTICLE XVII
ENVIRONMENTAL REQUIREMENTS

17.01 The Authority recognizes that many Federal and State laws impose environmental and resource conservation requirements that may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project are listed in Section 29 of the FTA Master Agreement (FY 2015). The Authority also recognizes that the U.S. Environmental Protection Agency, the Family Health and Welfare Administration, and other agencies of the Federal Government have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Authority agrees to comply, and to enforce the compliance by each sub-recipient and each third-party contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Section 29 of the FTA Master Agreement (FY 2015) is an example of the requirements that are of particular concern to FTA and the City.

ARTICLE XVIII
DISPUTES AND DISPUTES

18.01 Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of the Director of the City's Department of Transportation. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, the Authority mails or otherwise furnishes a written appeal to the Director of said Department, with a copy to the Purchasing Manager of the Department. In connection with any such appeal, the Authority shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director shall be binding upon the Authority and the Authority shall abide by the decision.

18.02 Unless otherwise directed by City, the Authority shall continue performance under this Contract while matters in dispute are being resolved.

18.03 Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages there for shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

18.04 Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Authority arising out

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of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Michigan.

18.05 No action or failure to act by the City or the Authority shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XIX
DEFAULT

19.01 In the event of any default under this Contract, or any material failure in the performance of any covenant, agreement or provision hereof, the party not in default shall notify the defaulting party in writing. The defaulting party shall have thirty (30) days after delivery of said written notice to cure said default, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the defaulting party shall commence to cure the default within thirty (30) days and shall diligently pursue such cure to completion, notifying the other party of a plan of action to cure the breach and the maximum time necessary to cure the breach. Failure to cure said default within the applicable cure period shall be considered a material breach of this Contract.

19.02 Upon the occurrence of a material breach by the Authority, the City shall assume and perform on behalf of the Authority all Authority Duties, including, but not limited to, those pertaining to the Project.

ARTICLE XX
TERMINATION

20.01 The City or the Authority may terminate the performance of services by the Authority hereunder with or without cause upon sixty (60) days' written notice. As used in this Article XX, "cause" shall mean an uncured event of default under Article XIX. If the services hereunder are terminated, the City shall assume all Authority contracts relating to the performance of the Authority Duties.

ARTICLE XXI
INDEMNIFICATION

21.01 To the full extent permitted by law and to the extent any damages are not paid from insurance proceeds required by or obtained pursuant to the performance of this Contract, the City agrees to defend, indemnify and hold harmless the Authority, its Commissioners, Officers and employees from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses and consultants which may be imposed upon, incurred by or asserted against the Authority, arising from any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of said Project, or by reason of any act or thing done or not done on, in or

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about said Project or in relation thereto. In no event shall the City indemnify any contractors, subcontractors, suppliers, consultants, service providers or representatives of the Authority, including but not limited to, those providing architectural, engineering, accounting or legal services. The Authority expressly waives any right of recovery for damages paid from insurance proceeds required by or obtained pursuant to the performance of this Contract.

21.02 The indemnification in Section 21.01 shall not apply to any matter covered by the insurance required under this Contract of Lease.

ARTICLE XXII
ACCESS TO THE PROJECT

22.01 The Authority, its employees, agents or representatives may enter the Project for the purpose of completing the construction of the Project and pending final completion of construction of the Project, the City shall operate and use the facilities thereof in such manner as not to interfere with the construction of the Project by the Authority, its employees, agents or representatives.

ARTICLE XXIII
CONDEMNATION OR DESTRUCTION

23.01 In the event of condemnation, destruction or damage to any part or all of the Project during the term of the Contract, the City shall have the option to terminate this Contract upon compliance with all reasonable terms and conditions of the Authority.

ARTICLE XXIV
NOTICES

24.01 All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Contract shall be given in writing, signed by an authorized representative of the City or the Authority, and hand delivered by commercial courier or mailed by certified, pre-paid, first-class mail, return receipt requested, and addressed as follows:

If to the City: Detroit Department of Transportation
1301 East Warren
Detroit, Michigan 48207
Attention: Ronald Freeland, Director

cc: City Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention:

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

If to the Authority: The Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226

cc: Lewis & Munday, a Professional Corporation
535 Griswold, Suite 2300
Detroit, Michigan 48226
Attention: Reuben A. Munday, Esquire

24.02 Except as provided in Section 16.03, all Notices shall be deemed given on the date of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

24.03 Notwithstanding the requirement above as to the use of hand-delivered or first-class mail, termination Notices shall be sent by certified or registered first-class mail, postage prepaid, return receipt requested, and shall be deemed given on the date of receipt.

ARTICLE XXV
AMENDMENTS

25.01 The City and the Authority may, from time to time, consider it in their best interest to change, modify or extend a term, condition or covenant of this Contract or require changes in the scope of the Project which result in an increase of the City's obligation hereunder. Any such change, addition, deletion, extension or modification, including any increase in the amount of the Authority's compensation, which is mutually agreed upon by and between the City and the Authority shall be incorporated in written amendments to this Contract ("Amendments"). Such Amendments shall not invalidate this Contract nor relieve or release the Authority or the City from any of its obligations under this Contract of Lease unless so stated therein.

25.02 No Amendment to this Contract which increases the financial obligation of the City as stated in Article I hereof 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, and is approved by the Detroit City Council.

ARTICLE XXVI
CUMULATIVE REMEDY

26.01 Except as otherwise specifically set forth herein, all rights and remedies of the City and the Authority under this Contract shall be cumulative.

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ARTICLE XXVII
EXECUTION IN COUNTERPARTS

27.01 This Contract may be executed in any number of counterparts. All such counterparts shall be deemed originals and together shall constitute one and the same instrument.

ARTICLE XXVIII
TITLES AND HEADINGS

28.01 The title of articles and the headings of sections and subsections set forth herein are not part of this Contract and shall not be deemed to affect the meaning or construction of any of its provisions.

ARTICLE XXIX
WAIVER

29.01 Except for the parties' obligations to complete the Authority Duties and the City Duties, each party reserves and shall have the exclusive right to waive, in its sole discretion, and to the extent permitted by law, any requirement or provision of this Contract which is in its favor, unless such waiver is specifically prohibited herein. No act by or on behalf of a party shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same shall be in writing and expressly states that it shall constitute a waiver, and is signed by an authorized representative of the party.

ARTICLE XXX
CITY COUNCIL AUDIT

30.01 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the Detroit City Council by the Detroit City Charter to audit and allow all accounts chargeable against the City.

ARTICLE XXXI
ENTIRE AGREEMENT

31.01 This instrument contains the entire agreement between the parties respecting the subject matter of this Contract, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the parties by implication or otherwise unless expressly set forth herein.

ARTICLE XXXII
SUCCESSORS BOUND

32.01 This Contract shall bind, and the rights, benefits and advantages shall inure to, the successors of the City and the Authority.

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ARTICLE XXXIII
GOVERNING LAW

33.01 Except for matters governed by federal law, this Contract shall be governed by the laws of the State of Michigan, and the rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity.

34.01 Authority agrees to comply with Federal Transit Administration's Best Practices Procurement Manual and Circular 4220.1F, as amended, and as directed by the City, and by this reference all terms and conditions are hereby included in this Agreement.

-Signatures on next page-

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IN WITNESS WHEREOF, the CITY and the AUTHORITY by and through their duly authorized officers and representatives have executed this instrument on the day and year first above written.

IN THE PRESENCE OF:

_____

_____

Donna Rice

Sherri Patton

CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate

By: _____
Isaiah McKinnon

Its: Chairman

By: _____
Christopher T. Jackson

Its: Treasurer

IN THE PRESENCE OF:

_____

_____

CITY OF DETROIT

By: _____

Its: DIRECTOR

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON:

_____
Date

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

DocuSigned by:
Boysie Jackson 5/11/2016
E7BD9F26E53A4D0...
Purchasing Director Date

_____
Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

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PUBLIC AUTHORITY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by Isaiah McKinnon and Christopher T. Jackson respectively, the Chairman and Treasurer of the City of Detroit Building Authority.

_____
NOTARY PUBLIC
Wayne County, Michigan
My Commission Expires:_____

MUNICIPAL ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____.

_____
NOTARY PUBLIC
Wayne County, Michigan
My Commission Expires: _____

APPROVED AS TO FORM:

Lewis & Munday, P.C.
General Counsel
City of Detroit Building Authority

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EXHIBIT A

PROJECT

DDOT FACILITY UPGRADES

DETROIT DEPARTMENT OF TRANSPORTATION

The Detroit Department of Transportation (DDOT) has expressed the need to redevelop their facilities so that it can manage a fleet of up to 800 city buses in order to provide increased availability of public transportation throughout the City of Detroit. Currently the facilities handle significantly fewer buses (approximately 550). The facilities date back to the early to mid part of the last century and have been in continues operation since. The facilities have experienced varying service levels throughout their history. DDOT has indicated its desire to transform their facilities into modern and highly functional bus garages and maintenance facilities that will service the City for many years into the future. Funds encumbered by this Contract will be expended for work and services that will include but may not be limited to the following:

The Shoemaker Facility

Shoemaker Bus Maintenance Facility

The Shoemaker bus maintenance facility is in need of additional space to accommodate key elements of the DDOT clean fuel program that includes the introduction of ultra-low sulfur diesel buses and exhaust gas recirculation technology.

DDOT plans call for construction of a new multi-purpose building for the maintenance and storage of the ultra-low sulfur diesel buses along with a separate fare collection facility. New underground storage tanks and related fuel dispensing equipment will also be added for ultra-low sulfur diesel buses

Specific elements that are part of this Shoemaker Bus Maintenance Facility portion of the project include the following.

- Demolition of some or all of the existing, (abandoned) administration building at the site.
- Rehabilitation of some portion of the currently abandoned administration building at the site.

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- Construction of a new 80,000 sq. ft. multi-purpose building for the maintenance and storage of the ultra-low sulfur diesel buses.
- Construction of a new fare collection facility.
- New concrete pavement at the site.
- New tailpipe exhaust system.
- New fueling approaches for the clean fuels fueling area.
- Addition of a "Posi-Lock" fuel system to insure complete fueling of buses.
- Addition of new engine wash equipment for the ultra-low sulfur diesel buses to help prevent overheating and reduce engine wear and maintenance.
- Addition of a new "Clean Fuels" Technology Center to create awareness and a research tool for DDOT staff. The Technology Center will include office areas near the new clean fuels bus storage and maintenance areas.
- Installation of new ultra-low sulfur diesel underground storage tanks and related fuel dispensing equipment.
- New Fuel System Technology for tracking the mileage and fuel economy of each bus along with maintenance data and exhaust emissions.
- New fencing and security system.
- Electrical upgrades at the site.
- A new emergency generator system that allows continuous operation during power outages. For this portion of the project the contractor will provide space and rough in for future installation of generator.
- New Hoist equipment and related maintenance items for the new maintenance areas.
- Cleaning and sealing of new and existing garage floors.

1. Demolition of the Old Administration Building

The Administration Building at the Shoemaker Facility consists of a basement, a three-story structure. The building is approximately 40,400 square feet with a footprint of approximately 13,500 square feet. The building has been vacant for over 20 years. The structure is mainly reinforced concrete and block walls with a steel truss roof and exterior brick facade. Additionally, the building contains boxes filled with miscellaneous material, old office furniture and equipment, building rubble and other miscellaneous debris that require removal. The building also contains Asbestos and Lead Based Paint. After building demolition, the area

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will be used for the construction of a new employee parking area in the footprint of the existing building.

2. *Demolition and Rehabilitation of the Old Trolley Barn and REHAB Center*

DDOT is considering the rehabilitation of the REHAB Center and demolition of the "Trolley Barn" at the Shoemaker Facility. A new Alternative Fuels Building will be constructed in the area of the demolished Trolley Barn. The Trolley Barn building is a one-story steel building with a brick facade. The building is approximately 26,600 square feet.

3. *Rehabilitation of the Terminal Building*

DDOT is also contemplating the rehabilitation of the unused portion of the existing Shoemaker Terminal building for use by DDOT drivers at the Shoemaker Facility. The rehabilitated Terminal will include new locker space for drivers. Other space in this building will be rehabilitated for other DDOT use to include training and storage space. DDOT will demolish the unused portion of the Shoemaker Terminal Building. A new space for additional locker rooms and other use as required by DDOT will be included in the final build out.

4. *Asphalt and Concrete Pavement Replacement/Striping and Perimeter Security Fencing*

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The existing pavement throughout the site at the Shoemaker Facility is mostly bituminous over concrete base. The pavement is deteriorating and is in great need of rehabilitation and improvement. DDOT's plan is to replace all of the pavement at the Shoemaker Facility with new reinforced concrete pavement. Design will include all striping for bus lanes, parking and emergency areas. Design will include new perimeter security fencing and security card access at the main gate.

5. *New Bus Storage Bays to Accommodate Additional Fleet*

DDOT is considering adding additional bus storage to accommodate parking of coaches at night. Currently Shoemaker stores approximately 167 buses indoors at night and future plans call for overnight storage of 300 coaches for indoors. DDOT will work on reutilization of some existing space to accommodate this increased storage. Additionally, some new space will have to be constructed to accommodate the anticipated fleet. This new space will include the construction of a new Alternative Fuels Building which will be used as a multi-purpose facility to accommodate the current and future needs of this Facility.

6. *Painting of Interior Walls and Ceilings of Bus Storage and Maintenance Garages*

DDOT is contemplating the painting of interior walls and ceilings in the Maintenance Garages, Gas House and Bus Storage Buildings at the Shoemaker Facility. This will require chemical washing of all surfaces, power washing, primer/ sealer and painting of all interior surfaces.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

7. *Shoemaker Lighting and Electrical Upgrades*

DDOT will upgrade all interior lighting in the Maintenance Garages, Gas House, and Bus Storage Buildings at the Shoemaker Facility. This will include a photocell analysis of existing interior lighting and installation of new lighting and upgrade of existing fixtures throughout these buildings. The perimeter security lighting will also be upgraded and replaced during this Project.

8. *Cleaning and Sealing/ Stripping Garage Floors*

The Project includes the cleaning, sealing and stripping of all interior floors in the Maintenance Garages, Gas House and Bus Storage Buildings at the Shoemaker Facility. This will require the chemical washing of all surfaces, power washing, and sealer on all floor areas. Also, the work will include the stripping of all lanes, emergency stations, exits and other markings as needed.

9. *Installation of New Bus Wash Systems*

New Touch-less Bus washes will be added as part of this upgrade. These new bus washes will replace the bus washes currently in place. Also, New Posi-lock fueling will be a part of this Project.

10. *Fare Box House*

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A new Fare Box House is a part of the Project, and is needed to accommodate the use of "Low" Floor busses that will be purchased in the future.

11. *New Heating System for the* Entire Facility

A new heating and cooling system for the entire Shoemaker Facility will be required to replace the temporary steam heat provided. The old boiler system failed several years ago and the site currently relies on emergency temporary heat provided by a rental boiler.

12. *New Emergency Generator*

An emergency generator will be installed at the Shoemaker Facility to provide up to 72 hours of backup power in the event of an emergency. For this Project the Authority's contractor will provide space and rough in for future installation of a generator.

13. *Hoist Replacement*

DDOT contemplates the replacement of the existing hoists at the Shoemaker Maintenance Garage along with new tailpipe exhaust systems for the Maintenance Garage.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

The Coolidge Facility

Coolidge Bus Maintenance Facility

The Coolidge Bus Maintenance Facility is in need of additional space to accommodate key elements of DDOT's clean fuel program, including the introduction of ultra-low sulfur diesel buses and exhaust gas recirculation technology.

DDOT plans call for construction of a new multi-purpose building for the maintenance and storage of the ultra-low sulfur diesel buses along with a separate Fare Collection Facility. New underground storage tanks and related fuel dispensing equipment will also be added for ultra-low sulfur diesel buses.

Specific elements that are part of this portion of the Project include the following.

- Construction of a new 80,000 sq. ft. multi-purpose building for the maintenance and storage of the ultra-low sulfur diesel buses.
- Construction of a new Fare Collection Facility.
- New concrete pavement for the entire site.
- New fueling approaches for the clean fuels fueling area.
- Addition of a "Posi-Lock" fuel system to insure complete fueling of buses.
- Addition of new engine wash equipment for the ultra-low sulfur diesel buses to help prevent overheating and reduce engine wear and maintenance.
- Addition of a new "Clean Fuels" Technology Center to create awareness and provide a research tool for DDOT staff. The Technology Center will include office areas near the new clean fuels bus storage and maintenance areas.
- Installation of new ultra-low sulfur diesel underground storage tanks and related fuel dispensing equipment.
- New Fuel System Technology for tracking mileage and fuel economy of each bus, including maintenance data and exhaust emissions.
- New fencing and security system.
- Electrical upgrades at the site.
- A new emergency generator system that allows continuous operation during power outages. For this this portion of the Project, the Authority's contractor will provide space and rough in for future installation of generator.
- New Hoist equipment and related maintenance items for the new maintenance areas.
- Cleaning and sealing of new and existing garage floors.
- New tailpipe exhaust system.

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1. *Painting of Interior Ceilings and Walls Bus Storage and Maintenance Garages*

DDOT will upgrade the painting of interior ceilings and walls in the Maintenance Garages, Gas House and Bus Storage Buildings at the Coolidge Facility. This will require chemical washing of all surfaces, power washing, primer/ sealer and painting of all interior surfaces.

2. *Coolidge Electrical Upgrades*

DDOT will upgrade all interior lighting in the Maintenance Garages, Gas House, and Bus Storage Buildings at the Coolidge Facility, including a photocell analysis of existing interior lighting and installation of new lighting and upgrade of existing fixtures throughout these buildings. The perimeter security lighting will also be upgraded and replaced during this portion of the Project.

4. *Cleaning and Sealing/ Striping Garage Floors*

The Project includes the cleaning, sealing and stripping of all interior floors in the Maintenance Garages, Gas House and Bus Storage Buildings at the Coolidge Facility. This will require chemical washing of all surfaces, power washing, and sealer on all floor areas. Also striping of all lanes, emergency stations, exits and other markings as needed.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

5. *New Emergency Generator*

DDOT is considering the installation of an emergency generator at the Coolidge Facility to provide up to 72 hours of backup power in the event of an emergency. For this portion of the Project the Authority's contractor will provide space and rough in for future installation of generator.

6. *Fare Box House*

A new Fare Box House will be constructed as part of the Project. These modifications are needed to accommodate the use of "Low" Floor buses that will be purchased in the future.

7. *Hoist Replacement*

DDOT will replace hoists at the Coolidge Maintenance Garage along and install tailpipe exhaust systems for the Maintenance Garage.

8. *Installation of New Bus Wash Systems*

New Touch-less Bus washes will be added as part of this upgrade. These new bus washes will replace the age eligible bus washes currently in place. Also New Posi-lock fueling will be added as part of the Project.

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The Gilbert Facility

The Gilbert Maintenance Garage was upgraded in 2003. These upgrades included rehabilitation of the existing maintenance pits, lighting upgrades and new painting of the garage area. Additional improvements are required at the site and are summarized below.

1. *Installation of New Bus Wash Systems*

New Touch-less Bus washes will be added as part of this upgrade. These new bus washes will replace the age eligible bus washes currently in place. Also New Posi-lock fueling will be added as part of this project.

The Central Maintenance Facility

The Central Facility is currently undergoing upgrades to the Maintenance Garage. These improvements include replacing hoist and tailpipe exhaust systems and new lighting, painting and other upgrades to the maintenance area.

1. *Installation of New Switchgear*

New electrical switchgear for the Central Facility will replace the existing switchgear.

Rosa Parks Transit Center

The Rosa Parks Transit Center was built in 2009 and is located in downtown Detroit in the vicinity of Michigan Avenue and Cass Avenue. The facility provides a centrally located transfer center with connecting service made available between several transit services and other transit providers (the Detroit People Mover, DDOT, SMART, Windsor Transit, Mega Bus and local taxi service.) The Rosa Parks Transit Center is close walking distance to major downtown attractions including COBO Hall, Joe Louis Arena, Comerica Park and Ford Field.

DocuSign Envelope ID: A94707CD-CD1F-4A73-A842-5E2EB839A1CB

The facility contains a customer service booth for ticket purchases and general information, kiosks for tickets and information, security booth, restaurant, future retail vending space, Detroit Police sub-station, restrooms and a sitting area.

ROSA PARKS PROJECT	
#	PROJECT DESCRIPTION
1	Generator upgrade to support the entire facility
2	Men's & Women's restroom upgrade
3	Network upgrade to accept software for HVAC equipment
4	Install seven (7) areas of stamped concrete in drain locations
5	Finish out the south pod
6	Retail Space Upgrades
7	Re-surface the existing interior finished concrete surfaces
8	Install two (2) new platform surfaces around RTU's
9	Install new PA system
10	LED Advertisement Panel
11	Furnish and install one (1) ADA lift
12	HVAC catwalks

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EXHIBIT B
PROJECT SITE

The site of the Project will be the Shoemaker Facility located at 5149 St. Jean in the City, the Coolidge Transit Facility located at 14044 Schaefer, Central Transit Facility located at 1301 E. Warren, Gilbert Transit Facility located at 5600 Wabash, and Rosa Parks Transit Center located at 360 Michigan Avenue in the City. A legal description of these properties will be attached as part of this Exhibit B.

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