

Log #55-18
 Approved By Executive
 10/30/15

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CONTRACT PO NUMBER **2908597**
 STANDARD PO NUMBER **2908599**
 CHANGE ORDER #
 REVISION

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LICENSE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> MGT. AGREEMENT		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT RECREATION
FUNDING SOURCE (Percent) FEDERAL 100 % STATE % CITY % OTHER %	DEPARTMENT CONTACT PERSON NANCY A. CAPERS		PHONE NO. (313) 224-1109
CONTRACTOR'S NAME: W-3 CONSTRUCTION COMPANY		DATE PREPARED 05/21/2015	
CONTRACTOR'S ADDRESS: 7601 SECOND AVENUE DETROIT, MI 48202	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 2,446,717.09 TOTAL CPO AMOUNT \$ 2,446,717.09 CHANGE AMOUNT \$ 0.00		
PHONE NO. (313) 875-8000	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-2719237	MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
PURPOSE OF CONTRACT: RECREATION CENTER IMPROVEMENT PROJECTS			
CHARGE ACCOUNT: 2001-365005-000000-617900-13635-000000-00000/2001-365005-795714-651161-13635-000000-00000/2001-399110-000000-651161-12915-000000-00000/2001-399110-768913-651161-12915-000000-A3050			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT RECREATION AUTHORIZED DEPARTMENT REPRESENTATIVE	
JUN 15 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	JUN 25 2015
JUN 29 2015	GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	JUL 23 2015
JUL 23 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	JUL 23 2015
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	7/29/15
	PURCHASING DIVISION PURCHASING DIRECTOR	9/24/2015

RECEIVED
 JUL 23 2015

15 JUL 27 AM 9:27
 PURCHASING DIVISION

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE **SEP 22 2015**

Use Only One Set For Each Contract Package

FRC APPROVAL
OCT 26 2015

CITY OF DETROIT
 CONTRACTS SECTION
 LAW DEPARTMENT

CONSTRUCTION CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

DETROIT RECREATION DEPARTMENT

AND

W-3 CONSTRUCTION COMPANY

FOR

RECREATION CENTER IMPROVEMENT PROJECTS

THROUGHOUT THE CITY OF DETROIT

MAY 2015

CONTRACT NO.

CPO# 2908597

SPO# 2908599

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**CITY OF DETROIT
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Recreation Department and Planning & Development Department ("City"), and Company, with an office ("*Contractor*").

WITNESSETH:

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 City in engaging the Contractor desires to provide for the efficient and orderly performance of the designated Services; and

WHEREAS, the Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services in a manner that is responsive to the City's needs in all respects; and

WHEREAS, the City has selected the Contractor to perform the Services as set forth in this Contract; and

WHEREAS, the further objectives of this Contract are to provide technical and/or other related construction services as set forth in Exhibit A, B, C, D, and E attached hereto; and

WHEREAS, the City has received a letter of credit for its entitlement of Community Development Block Grant funds (herein called "CDBG") from the U.S. Department of Housing and Urban Development, CATALOG OF FEDERAL DOMESTIC ASSISTANCE #14.218 (herein called "CDFA") GRANT AGREEMENT NUMBER B-12 MC-26-0006 for fiscal year 10-11,11-12,12-13,13-14 AND 14-15 and the City has allocated a portion of its CDBG funds to the Neighborhood Opportunity Fund to provide funding for this Parks Improvement Project with a national objective to serve low to moderate income residents of the project area, and

WHEREAS, other related services may be provided in support of the Services by the Contractor;

NOW, THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties, the parties agree as follows:

1. DEFINITIONS

1.01 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 Budget 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 general requirements and technical specifications relating to the Scope of Services.

"Exhibit D" Federal and Local Obligations and Requirements, including "Attachment A- Executive Order 2007-1, Attachment B-Clearances, Attachment C-Federal U.S. Department of Housing and Urban Development Grant Obligations and Requirements, U.S. Dept. of Housing & Urban Development Office of Labor Relations Federal Labor Standards Provisions, H.U.D. Economic Stimulus Funding Section 3 Clause, Certification for Contracts, Grants, Loans & Cooperative Agreements, and Debarment and Suspension

"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.

2. ENGAGEMENT OF CONTRACTOR

2.01 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.

2.02 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.

2.03 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.

2.04 All Services are subject to review and approval of the City 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.

2.05 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.

2.06 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.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

3.01 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.

3.02 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

- (f) That 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.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

4.01 The award of this Contract to the Contractor shall not become effective until:

- (a) The Contract has been approved by the required City departments;
- (b) The award of the Contract has been authorized by resolution of the City Council; and
- (c) The Contract has been signed by the City's Office of Contracting and Procurement Director.

4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director 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.

4.03 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.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 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.

6. PERSONNEL & CONTRACT ADMINISTRATION

6.01 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.

6.02 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.

- 6.03 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. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 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, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship 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.
- 6.05 For all purposes, City employees shall remain employees of the City and the Contractor's employees shall remain employees of the Contractor. The Contractor is being retained by the City as an independent contractor to provide Services to the City, and is not being retained in any capacity as a joint enterprise or joint venturer with the City.
- 6.06 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.
- 6.07 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.
- 6.08 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The individual responsible for accepting performance under this Contract is:

Ms. Nancy Capers
Manager II
Detroit Recreation Department
18100 Meyers Road
Detroit, Michigan 48235
(313) 224-1109 (Telephone)

Paul Aleobua
Project Manager
Planning & Development Department
2 Woodward, Room 808
Detroit, MI 48226
(313) 224-2170 (Telephone)

The contact person from whom payment should be requested is:

Ms. Nancy Capers
Manager II
Detroit Recreation Department
18100 Meyers Road
Detroit, Michigan 48235
(313) 224-1109 (Telephone)

Paul Aleobua
Project Manager
Planning & Development Department
2 Woodward, Room 808
Detroit, MI 48226
(313) 224-2170 (Telephone)

6.09 Management of the Project shall be according to the method as designated below:

- (a) All personnel engaged in the Services shall be supervised by the Contractor's Project Manager. The Project Manager shall be duly noted by the contractor and accepted by the City. Notice of the person so designated shall be sent to the City by certified mail. The person designated as Project Manager may be changed after notice of such change has been sent to the City by certified mail and approved by the City. Notice shall be received and approval given by the City before the individual so selected can assume such responsibility. The Project Manager shall, in addition to his other duties, act as liaison between the Contractor and the City, and monitor performance goals. The Project Manager shall submit progress reports monthly. Each report shall describe the Subcontractor's activities by reference to the scope of services described in Exhibit A and D, and be signed by an authorized office or designee of the Contractor. At regular intervals, Contractor's senior staff (higher than Project Manager, if any, will check and verify progress under the Contract and report any problem areas to the City. The Project Manager shall immediately notify the City should the following conditions occur: (a) probable delays or adverse conditions that will materially affect the ability to attain the Contract objectives or prevent the meeting of time schedules or goals, (such notice shall include a statement of any remedial actions taken or contemplated by the Contractor); (b) favorable developments or events which enable meeting time schedules and goals sooner than anticipated.

7. COMPENSATION

7.01 Compensation for Services provided shall not exceed the amount of **Two Million Four Hundred Forty Six Thousand Seven Hundred Seventeen and 09/100 (\$ 2,446,717.09) dollars**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of four (4) years after the Contract completion date.

7.03 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 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 City and any government-grantor agency providing funds for the Contract shall have this right of inspection. 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 of this Contract, 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.

7.04 The Contractor agrees to include the covenants contained in Sections 7.02 and 7.03 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.

8. INDEMNITY

8.01 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.

8.02 The Contractor also agrees to hold the City harmless against any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's performance of this Contract.

8.03 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.

8.04 In the event any action shall be brought against the City by reason of any claim covered under this Section 8, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

8.05 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.

8.06 The Contractor agrees that it explicitly waives any right it has or may have to immunity under applicable industrial insurance laws with respect to any action against the City and agrees to assume liability for actions brought by its own employees against the City as provided above.

8.07 The indemnification obligation under this Section 8 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.

8.08 The Contractor agrees that this Section 8 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. INSURANCE

9.01 The Contractor shall maintain, at a minimum and at its expense, during the term of this Contract the following insurance, with the understanding that if the Contract price exceeds One Million Dollars (\$1,000,000) additional insurance will be required:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(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

9.02 (a) The commercial general liability insurance policy shall name the "City of Detroit" as an additional insured and shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit. The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. , dated _____ 2015 and entered into by the insured and the City of Detroit."

(b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured," which reads

essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"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 or by or for any employee of 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 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."

- 9.03 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 of recognized responsibility that are well-rated by national rating organizations and are otherwise acceptable to the City.
- 9.04 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing such coverage shall be in a form acceptable to the City. Certificates of insurance shall be submitted to the City's Finance Department, Accounts Payable Section, Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 9.05 If any work is sublet in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in Section 9.01 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 9.06 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 Section 9 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

10. DEFAULT AND TERMINATION

- 10.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Section 10.

10.02 The City reserves the right to terminate for cause. Cause is 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 finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract.

Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth 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 default. If the 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 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 Section 10.02 shall be in addition to any and all other legal or equitable remedies permissible.

10.03 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 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.

10.04 After receiving a Notice of Termination for Cause or Convenience, 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.

10.05 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.

11. ASSIGNMENT

11.01 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.

12. SUBCONTRACTING

12.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any 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.

- 12.02 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.
- 12.03 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.
- 12.04 The provisions contained in this Section 12 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 12.05 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.

13. CONFLICT OF INTEREST

- 13.01 The Contractor warrants that its participation in this contract will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of interest. Organizational Conflict of interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:
- (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The Contractor's objectivity in performing the contract work may be impaired.
- 13.02 In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.
- 13.03 The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a

description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.

13.04 In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the City of Detroit may terminate the contract for default.

13.05 The provisions of this clause shall be included in all subcontracts and consulting agreements.

13.06 No federal, state or local elected official nor any member of the City of Detroit or any corporation owned or controlled by such Agencies, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

13.07 No member, officer, or employee of the City of Detroit, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

13.08 The Detroit Recreation Department and the Planning and Development Department reserve discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

13.09 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

13.10 The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

14. CONFIDENTIAL INFORMATION

14.01 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 be marked Confidential and 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.

14.02 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. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

15.01 The Contractor shall comply with and shall require all employees, contractors, consultants and subcontractors to comply with all applicable federal, state and local laws, ordinances, codes, regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; Mayor's Executive Order 2007-1, the Davis Bacon prevailing wages, all applicable City of Detroit Human Rights requirements; and all assurances and regulations pursuant of Title I of the Housing and Community Development Act of 1974, as amended and HUD implementary regulations at 24 CFR Part 84; Office of Management and Budget (OMB, herein) Circular A-133, as applicable cost principles applicable to all requirements imposed by the City on the Subrecipient due to the City's obligations under OMB Circular A-128 and A-133; and the Federal regulations at 24 CFR 84 as applicable, with all references therein to "Recipient" and "Subrecipient" to be taken to mean the City and the Contractor respectively unless otherwise interpreted therein.

15.02 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.

16. AMENDMENTS

16.01 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.

- 16.02** 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.
- 16.03** 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 executed by the Purchasing Director.
- 16.04** 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.

17. FAIR EMPLOYMENT PRACTICES

- 17.01** In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and Equal 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 CFR Part 42) issued pursuant to that Title; and Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) et seq, 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 Subrecipient agrees that it will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Subrecipient hereby 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 contractor and/or subcontractor connected directly or indirectly with the performance of this agreement.
- 17.02** The Subrecipient agrees that it will notify, or cause to be notified, any contractor and/or subcontractor of the obligations relative to the nondiscrimination under this agreement when soliciting same, and will cause any such contractors to so notify any such subcontractors and will include or cause to be included the provisions of this Article 15 in any contract or subcontract, as well as provide the Court copy of any contract upon request.
- 17.03** Breach of the terms and conditions of this Section 17 shall constitute a material breach of this Contract and may be governed by the provisions of Section 10, "Default and Termination."

18. NOTICES

18.01 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:

To the City of Detroit:

Ms. Nancy Capers
Manager II
Detroit Recreation Department
18100 Meyers Road
Detroit, Michigan 48235

John Saad
Manager
Planning and Development Department
2 Woodward, Room 808
Detroit, MI 48226

To the Contractor:
W-3 Construction
7601 Second Avenue
Detroit, MI 48202
Attention: Walter Watson

18.02 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.

19. PROPRIETARY RIGHTS AND PATENT INDEMNITY

19.01 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"), said Discoveries 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 for said Discoveries, if the City elects to do so.

19.02 The Work Product shall not be disclosed, published or copyrighted in whole or in part by the Contractor. The right to copyright such materials 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."

- 19.03 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.
- 19.04 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.
- 19.05 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. 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.

20. WAIVER

- 20.01 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.
- 20.02 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.
- 20.03 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.

21. LEVEL OF PERFORMANCE, DOCUMENTS & DISPUTE RESOLUTIONS

21.01 The Contractor warrants that its performance of the Services set forth herein shall be of the highest standard of care and skill executed by expert members of each respective trade.

21.02 Unforeseen Site Conditions

If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project Site, before disturbing the physical condition, the Contractor shall promptly notify the City of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site different materially from the condition indicated in the Technical Specifications and/or Construction Drawings.
- (b) A previously unknown physical condition at the Project Site is of an unusual nature that differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for herein.

21.03 If the City receives a notice as described under 22.02, the City shall promptly investigate the physical condition.

21.04 If the City reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform under the Contract, the City's determination shall be made in writing and an equitable adjustment shall be made and the Contract modified in writing accordingly.

21.05 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of section 22.02.

21.06 The Contractor cannot make a claim for an adjustment under the Contract after the Contractor has received the final payment under the Contract.

22. MISCELLANEOUS

22.01 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.

22.02 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.

- 22.03** 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.
- 22.04** 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.
- 22.05** 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. 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 agrees that service of process at the address and in the manner specified in Section 18 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice. 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, the Michigan Court of Claims or the Michigan Supreme Court.
- 22.06** 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.
- 22.07** 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.
- 22.08** Neither party shall be liable to the other in the event a force majeure renders performance of the Contract by either party impossible. 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.
- 22.09** 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.
- 22.10** 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 real property, personal property, and income taxes.
- 22.11** 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.

22.12 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.

22.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

22.14 The City shall have the right to recover by setoff from any payment owed to the Contractor delinquent withholding, income, corporate and property taxes owed by the Contractor and amounts owed to the City by the Contractor under this Contract or other contracts.

22.15 The Contractor shall so schedule work operations as to provide time for such items within the stipulated time allowed and under conditions expected to be encountered.

22.16 City's Right to Suspend Work

(a) The City shall have the right to require the Contractor to suspend the work in whole or in part, whenever, in the judgment of city, such suspension is required.

- (1) In the interest of the City generally;
- (2) Due to government controls or orders which make performance of the Contract temporarily impossible.

(b) The written order of the City to the Contractor shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the City's written order, the Contractor shall suspend the work covered by the order. Work shall not begin again until ordered by City in writing.

(c) Should the work be suspended by the City, the Contractor will be entitled to an extension of time for completion and additional compensation if it can be documented that the suspension of work did result in additional cost to the Contractor. If the suspension is a result of any action by the Contractor, all costs will be the sole responsibility of the Contractor.

(d) If the City does not give the Contractor a written order to resume the work within 60 calendar days from the date fixed in the written order to suspend work, the Contractor shall be entitled to receive any money retained by the City on all work completed by the Contractor on the portions ordered delayed.

22.17 No claim whatsoever shall be made by the Contractor against any officer, employee or agent of the City or on account of anything done or omitted to be done in connection with this Contract.

22.18 Inspections

During the progress of the Services and up to the date of final acceptance by the City, all materials, equipment and workmanship shall be subject to inspection by the City or its authorized representatives to assure that all conditions of the Contract are fulfilled in

every respect. Such inspections will, however, not relieve the Contractor of its obligations and responsibilities to perform all Services in accordance with the Contract.

22.19 Payment Withheld

- (a) Unsatisfactory progress of the work for which the Contractor is responsible.
- (b) Work deemed defective by the City.
- (c) Contractor's failure to carry out valid orders of instructions of the City.
- (d) Claims filed or reasonable evidence of probable filing of claims against Contractor.
- (e) Damages to public or private property.
- (f) A reasonable doubt that the Contract cannot be completed for the balance then unpaid.
- (g) Failure of the Contractor to make proper payments to Subcontractors and/or for labor and/or materials.
- (h) Failure of the Contractor to submit pertinent waivers of lien properly signed by Subcontractors.

22.20 Interpretation of Contract Documents

Should there be any doubt as to the true meaning of the Contract or should there be any ambiguity, inconsistency, or omission therein, the Contractor will require an interpretation or correction in writing from the City. Such interpretation or correction given in writing will become a part of the Contract.

22.21 Working Area

During the course of the Contract, the Contractor shall be solely responsible of securing the working area, including all equipment and tools kept therein. Prior to completing the Contract, the Contractor shall restore the working area, as determined by the City, and any additional adjoining area which has been damaged by the operation of the Contractor, the Contractor's employees, Subcontractors and suppliers. The restoration shall include, but not be limited to, removal of surplus soil and/or the furnishing and placing of additional fill, if required; regarding preparation of soil for seeding, if required; and patching and/or painting of any damaged walls or floors.

22.22 Examination of Plans, Specifications and Site of the Work

- (a) The Contractor shall carefully examine the proposal forms, plans, and specifications and shall inspect the site of the proposed work, by examination, as to all local conditions affecting the Contract and as to the detailed construction requirements.
- (b) The Contractor shall be acquainted with all existing structures, underground facilities and any other conditions affecting the performance of the work and shall take those matters into account in the submission of their bid, and with respect to actual performance of the work.

- (c) When data regarding existing conditions is provided or mentioned herein, such data is provided for the convenience of the Contractor and not as a guarantee of conditions. The Contractor shall become aware as to the sufficiency and correctness of such data, and shall make all investigations necessary so that their bid has been based upon their own knowledge and estimation of all conditions to be met.
- (d) The Contractor shall also become familiarized with the requirements of all federal, state and local laws which may directly or indirectly affect the execution of the work and the furnishings of the necessary labor and materials.
- (e) The Contractor shall make their own determination as to the conditions of the work and shall assume all risk and responsibility with respect thereto and shall complete the work in whatever manner and under whatever conditions they may encounter or create, without extra cost to the City.
- (f) No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reasons or error or oversight on the part of the Contractor or by other activities of the Contractor.
- (g) Submission of Contractor's bid is deemed to verify that the Contractor is conversant with all site conditions under which the work must be conducted.

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as of the dates of their respective signatures:

WITNESSES:

1. [Signature] 5/15/15
Name Date
2. Gil Evans 5/15/15
Name Date

CONTRACTOR:

BY: [Signature] 5/15/15
Name Date
Print Name: Walter E. Watson, Jr.

WITNESSES:

1. [Signature] 5/27/15
Name Date
2. Donya Walker 5/27/15
Name Date

CITY OF DETROIT
Detroit Recreation Department

BY: [Signature] 5/27/15
Name Date
Print Name: Alicia C. Bradford

ITS Director

WITNESSES:

1. [Signature] 6/9/15
Name Date
2. Carrie Hollar 6/10/15
Name Date

CITY OF DETROIT
Planning & Development Department

BY: [Signature] June 9, 2015
Name Date

ITS: Director

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE CHARTER
OF THE CITY OF DETROIT

SEP 22 2015

Date [Signature] 9/24/2015
Purchasing Director Date

[Signature] 7/24/15
Corporation Counsel Date

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

FRC APPROVAL

OCT 26 2015

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 9th day of June,
2015, by Maurice Cox
(name of person who signed the contract)

the Director
(title of person who signed the contract as it appears on the contract)

of Planning and Development
(complete name of the City department)

on behalf of the City.

Dana L. Bolton

Notary Public, County of Wayne

State of Michigan

My commission expires: 6/10/17

DANA L. BOLTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES JUN 10, 2017
ACTING IN COUNTY OF Wayne

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 28th day of May,
2015, by Alicia C. Bradford
(name of person who signed the contract)

the Director
(title of person who signed the contract as it appears on the contract)

of Detroit Recreation Department
(complete name of the City department)

on behalf of the City.

Jescelia Anderson
Notary Public, County of Wayne
State of Michigan
My commission expires: 3-3-2019

JESCELIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne

CORPORATION CERTIFICATE OF AUTHORITY

I, Walter E. Watson, Jr., Corporate Secretary of
(name of corporate secretary)
W-3 Construction Company, a Michigan
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)

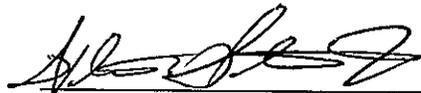
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on 8/8/88, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
_____ Walter E. Watson, Jr. is President,
_____ Kevin Watson is (are) Vice President(s),
_____ is Treasurer,
_____ Walter E. Watson, Jr. is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. _____ between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 15th day of May, 20 15.
CORPORATE SEAL
(if any)



Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION

EXHIBIT A
SCOPE OF SERVICES

I. Notice to proceed

The contractor shall commence performance of Phase 1 Services required hereunder upon the City posting a written Notice (herein called a "Notice to Proceed Phase I for soft cost services") to the contractor to the address and in the manner specified in the Notices provision herein, subject to the approval of this Agreement by the City Council and its execution by the City Purchasing Director. The Agreement shall expire EIGHTEEN (18) calendar months thereafter, unless the contractor requests prior City approval for a time extension and the City determines that conditions warrant an extension beyond the expiration date herein to satisfactory completion of the project. No such time extension shall increase the compensation hereunder, nor be effective unless given in writing by an authorized representative of the City. Upon satisfactory completion of Phase 1 Services, the City shall issue to the contractor a notice (herein called a "Commencement Notice") specifying the date to start rendering Phase 2 construction services hereunder.

II. Services to be performed

Duties of the Contractor are to:

Enter into an AIA agreement between his Firm and the selected subcontractors and consultants and when there is consensus on the work that will be done, and the contractor has acquired and submitted a complete set of procured bids. All subcontractors and consultants employed by the contractor pursuant to the terms of the Reimbursement Agreement must be appropriately licensed under the laws of the City of Detroit, Wayne County, or the State of Michigan, as applicable, and must agree to comply with the applicable provisions of this Agreement and shall forward the Reimbursement Agreement to the City of Detroit. The Contractor shall obtain the appropriate building permits, shall maintain the appropriate state builders' license, or other credentials as may be required by State or local law. Information regarding each subcontractor hired shall be kept on file by the contractor, and shall be available for review by the City.

Phase I Services

A. Specifications

1. The Contractor shall oversee hired consultant to provide all necessary feasibility studies, drawings, specifications or other services needed to prepare the bid package offered to Construction Subcontractor(s) and to monitor the Construction Subcontractor(s) work performance. The Contractor may engage the services of a professional consultant, with prior approval of the City, and when necessary, to perform these functions.

2. The purchase of equipment, motor vehicles, fixtures, furnishings, or other such item not an integral structural fixture is generally an ineligible cost, and these shall NOT be included in work specifications, unless specifically approved by the City.

3. The contractor shall obtain written approval from the City for all specifications and working drawings. Such City approval shall be obtained from the Planning and Development Department (P&DD hereafter),

prior to offering any bid package to Construction Subcontractor(s). If the property to be rehabilitated has National Register historic designation, and/or is located within a locally designated historic district, the contractor shall submit for approval a scope of services and work description to the P&DD Historic Preservation Unit and to the Detroit Historic District Commission. If the property is listed on the National Register, it shall be rehabilitated in accord with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (revised 1983).

B. Bidding Procedures for Construction Work: the contractor shall adhere to the following procedures:

1. All solicitations of bid proposals by the contractor from Construction Subcontractors shall be done according to the procedures for competitive sealed bids as follows:

In competitive sealed bids (formal advertising) sealed bids are publicly solicited and a firm-fixed price contract (lump-sum or unit price) is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is lowest in price.

In order for formal advertising to be feasible, appropriate conditions must be present, including as a minimum, the following:

- a. A complete, adequate and realistic specification or purchase description is available;
 - b. Two or more responsible suppliers are willing and able to compete;
 - c. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price or the qualification of lowest bidder.
2. When formal advertising is used for a procurement under this Agreement, the following requirements shall apply:
 - a. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to respond prior to the date set for the opening bids. In addition, the invitation shall be publicly advertised.
 - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or service needed in order for the bidders to properly respond to the written invitation.
 - c. All bids shall be opened publicly at the time and place stated in invitation for bids.
 - d. A firm-fixed price subcontract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest and able to certify at the time of his interview the ability to meet the requirements of both the Architect of records and the City of Detroit.
 3. Any subcontract that requires construction or facility improvements costing more than \$100,000.00 must meet the minimum bonding and insurance requirements as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Subcontractor for 100 percent of the subcontract price. A "performance bond" is one executed in connection with a subcontract to secure fulfillment of all the Subcontractor's obligations under such subcontract.
- c. A payment bond on the part of the Subcontractor for 100 percent of the subcontract price. A "payment bond" is one executed in connection with a subcontract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the subcontract.

The contractor agrees to require the subs to include these requirements in any bid package it assembles for work in excess of \$100,000.00 and require bidders to submit proof of and adhere to the same Insurance and bonding requirements for subcontracts of \$100,000.00 or less shall be in amounts deemed necessary to protect the Owner's and the City's interest. All subcontracts shall at a minimum include all of the insurance required of this Agreement, and in addition, as may be applicable:

- a. The General Liability Insurance shall include coverage for:
 1. Products liability;
 2. Complete operations liability;
 3. Blanket contractual liability for all written agreements;
 4. The Commercial General Liability Insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
 - b. All Professional Services subcontracts for the service of architects, engineers or other professional consultants shall include Professional Liability with minimum limits of **ONE MILLION (\$1,000,000) DOLLARS per claim and TWO MILLION (\$2,000,000) DOLLARS aggregate.**
4. All bids received shall be submitted to the City along with the subcontractors written recommendation for work award. The award recommendation shall always be for the lowest responsible bidder. A bidder may not be deemed responsible if the bid amount varies substantially from the estimated cost of the proposed work, if bonding or insurance requirements cannot be met, if minimum experience on such projects cannot be verified, nor if the bidder is listed as debarred by HUD and the City of Detroit.
 5. The contractor shall submit to the City the proposed construction subcontract(s) along with the award recommendation(s) for the City's review and approval. The City shall notify the contractor within ten working days of receipt thereof of the results of the City's review. The City shall not unreasonably withhold its approval of the contractor proposed subcontract(s) and recommendation(s), unless these are found violative of any pertinent law, rule or regulation, or sound management practices and/or it is in the best interests of the project for the City to do so.
 6. Prior to, or upon City approval of the contractor's award recommendation(s) and proposed subcontract(s), the contractor shall arrange with the City a pre-construction conference as required by labor standards policy. Only after said pre-construction conference is held and all labor standards issues

are satisfactorily complied with, shall the City issue the Notice to Commence Construction Work as specified above in section I. Contractor shall not execute any proposed construction subcontract until the Commencement Notice has been issued by the City.

II. Phase 2 Services

A. Construction and Construction Monitoring Procedures

1. The contractor shall execute the construction subcontract(s) only as approved by the City. Each subcontract shall conform to all of the terms and conditions hereof, as applicable. The contractor shall see that all necessary permits are obtained from the Department of Buildings and Safety Engineering before construction work begins.

2. The contractor shall monitor all construction work in progress and assure that all interior and exterior work items are completed in a satisfactory and workmanlike manner complying with the terms hereof, the terms of the executed construction subcontract, local building code requirements, proper construction practice and manufacturer's recommendations for product use and installation. The contractor shall see that all construction and demolition debris related to the work performed hereunder is removed as it is generated, and shall clean all glass and remove all labels, spots, stains, and marks from all materials, fixtures, windows or equipment furnished or installed. These cleanup requirements shall apply to any other walls, floors, fixtures or areas which may suffer in any way from the performance of the contractor or Construction Subcontractor(s) work.

3. The contractor shall take all necessary and prudent actions to correct all defects and/or deficiencies discovered during the performance of the services, shall notify the City as soon as such deficiencies are discovered, inform the City of the action to be taken to correct them and/or request any City assistance necessary.

4. All work shall be guaranteed by the Construction Subcontractor(s) for a one year minimum after completion.

5. If during the course of construction work, it becomes necessary to modify or otherwise change any work to be performed on the building, the contractor shall secure the prior written approval of the City for any such change. Such change shall not cause the project to exceed the maximum allowable cost provided for hereunder. All such approved changes shall be incorporated as amendments to the construction subcontracts.

B. Progress Payment Requests - Construction Subcontractors

The contractor is responsible for assembling and reviewing all consultant and subcontractors payment requests and for submitting all requests in a properly documented form, to the City in a timely manner.

C. Labor Standards

All construction work is subject to federal and local labor standards. These labor standards are attached hereto as Exhibit B. The contractor shall require all Construction Subcontractors to comply with these standards and shall monitor their compliance therewith. The contractor shall inform the City when it has any knowledge of noncompliance with these standards.

D. Performance Schedule

The contractor shall perform all Services hereunder in accord as nearly as possible with the Schedule contained in City approved construction documents, but within the term of this Agreement. If the contractor determines that certain work tasks cannot feasibly be performed during the time originally scheduled, the contractor may, with the City's concurrence, revise the Performance Schedule. In no case, however, may any revision of the Performance Schedule extend beyond the expiration date of this Agreement, unless the Agreement is so amended. Variations from the schedule which delay the project progress must be fully explained to the City and remedies approved by the City must be implemented immediately.

E. Report Requirements

The contractor shall submit to the City every month a report of the Services rendered hereunder in such format and content as the City may require. Reports shall directly relate to the time schedule and projected units of work completed for that period. The report shall clearly state the contractor's progress with respect to work tasks begun, work tasks in progress, and work tasks completed during the period. The contractor shall fully explain in the report any problems causing the project to fall behind the schedule by more than two weeks, recommend any actions it will take to correct the delay and/or request any assistance needed from the City. The contractor shall also report any favorable conditions which may contribute to the project being ahead of schedule. Upon completion of the Services hereunder, termination, or expiration of this Agreement, the contractor shall submit a final report to the City describing all accomplishments, major problems encountered and its evaluation and recommendations regarding program operations.

A. DAVIS-BACON ACT WAGE AND BENEFIT RATES

The U.S. Davis-Bacon Act requires contractors or their subcontractors to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Act covers construction workers employed on federally funded or assisted construction projects. Under this Act, the Wage and Hour Division of the U.S. Department of Labor establishes wage and fringe benefit rates to be paid construction workers on federally funded projects.

The rate of wages and fringe benefits to be paid to each class of construction trade workers by the firm and all of his/her contractors/subcontractors shall not be less than the wage and fringe benefits so specified by the U.S. Department of Labor.

B. EXECUTIVE ORDER 2007-1

City of Detroit, Executive Order 2007-1 (Attachment A) shall apply to all work under this contract. Executive Order Guidelines, as drafted by the City of Detroit – Human Rights Department state:

“Effective September 1, 2007 all City of Detroit project construction contracts shall provide that at least 51% of the workforce shall be bona-fide Detroit residents. Additionally, Detroit residents shall perform 51% of the hours worked on the project....Developers, General Contractors, Prime Contractors and Sub Contractors are required to pass the requirements of this Executive Order down to all lower tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with City of Detroit requirement to utilize 51% Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents, if Detroit residents are unavailable at the local union halls. Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination.”

C. PERFORMANCE BOND / LABOR AND MATERIAL PAYMENT BOND

The bidder, if awarded a contract, shall be required to furnish bonds executed on the City forms provided or American Institute of Architects' two-part Document A311, "Performance Bond and Labor and Material Payment Bond", with the amount shown for each part equal to one hundred percent (100%) of the total amount payable by the terms of the contract.

Premium for such bonds shall be included in the bid.

The bidder shall deliver the required bonds to the City no later than the date of execution of the contract; or prior to commencement of the work. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of its power of attorney indicating the monetary limit of such power.

D. PROJECT COMPLETION DATE

The contractor shall furnish required bonds and commence active work immediately upon receipt of a written Notice to Proceed. This Notice to Proceed will be issued following Detroit City Council approval of an executed contract. All base bid work as specified in the contract documents shall be completed **18 months** from notice to proceed, except for minor replacement, corrections, maintenance guarantee period work, or adjustment items that do not interfere with the complete operation and utilization of all parts of the work contracted by it.

E. COMPLIANCE REQUIREMENTS

The contractor is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

F. INCIDENTAL WORK

The contractor shall include and attend all meetings and conferences deemed necessary by the Detroit Recreation Department for the purposes of conducting the services described in this Professional Services Contract.

G. FEDERAL GRANT OBLIGATIONS

The contractor shall adhere to all Federal grant obligations that will be a requirement of this project, including the Section 3 Clause, the Davis-Bacon Act and Debarment and Suspension Certification. These Federal obligations and requirements are included in Exhibit E herein. Additionally, the contractor must report to the P & DD-Labor Standards Unit, the number of hours worked under each pay application and provide certified payrolls for all contractors and subcontractors.

H. MOBILIZATION

The Contractor shall mobilize on site to stage the project and begin construction after securing construction document, specification and bids documents.

I. GENERAL CONDITIONS

The Contractor shall supply all supervision, security, miscellaneous items, layout and testing not otherwise included in another scope item of the work and all other necessary work, whether specifically mentioned or implied to complete the work as called for herein and on the drawings.

J. BONDS & INSURANCES

The Contractor shall provide a performance bond, payment bond and insurances for the project as further defined herein.

K. MISCELLANEOUS & CLOSE-OUT WORK

The Contractor shall provide submittals, testing, labor, material, layout and equipment necessary for the completion of the project to the full satisfaction of the City of the work required by this Project not otherwise included in a pay item listed above, and for the preparation and submittal to the City of all manufacturer warranties, required test results, other miscellaneous required documents, final permit clearances, maintenance manuals and manufacturer data as may be required within individual specification sections of the Contract Documents, completion of any and all "punch list" work to satisfaction and acceptance of the City, "As Built" drawings given to the City Representative as a complete package and Final Waivers from all sub contractors and suppliers, release of Surety, and a final Sworn Statement.

L. ADDITIONAL SERVICES

The contractor shall provide additional services as approved by the City representative(s) for resolutions to construction hidden conditions, necessary repairs, and desired work associated with this project.

End of Exhibit A

EXHIBIT B
FEE SCHEDULE

I.General

(a) The Contractor shall be paid for those Services performed pursuant to the Contract a maximum amount not to exceed **Two Million Four Hundred Forty -Six Thousand Seven Hundred Seventeen and .09/100 Dollars (\$2,446,717.09)** for the complete and proper performance of the services named herein.

Payment for the proper performance of the *Services* shall be commensurate with the scheduled progress of the work as evidenced by the timely receipt of the reports and shall be contingent upon receipt by the *City* of the reports and an AIA Certificate of Payment. The monthly AIA Certificate of Payment from the *Contractor* shall certify the total costs of the *Services* incurred on account of the work for the previous month plus the earned share of the *Contractor's* fee as provided in *Exhibit B* and Section 7 – Compensation, less all previous payments rendered to the project to date, if any, and the cost of all *Services* for that billing period; and itemizing when applicable:

- (1) Each expenditure and/or charges;
- (2) The *Services* rendered pursuant thereto; and
- (3) The date such *Services* were rendered; provided, however, if the AIA Certificate of Payment also requests reimbursement or payment for *Reimbursable Expenses*, the appropriate receipts shall be attached. The AIA Certificate of Payments must be received by the *City* not more than ten (10) days after the close of each calendar month and signed by an authorized officer designated by the *Contractor*. Invoices will be paid upon completion of processing and pursuant to the terms and conditions of the *City's* "Prompt Payment Ordinance". This Exhibit B is limited to the provisions of Section 7 with regard to the maximum amounts payable for performance hereunder. Prior to the submission of the subsequent AIA Certificate of Payment, the *Contractor* shall furnish to the *City* a sworn statement of accounting for the disbursement of funds received under prior applications and waivers from any and all Subcontractors.
 - (i) Each monthly statement shall be for an amount equal to the cost of the work completed and materials delivered, less all previous payments and less a retainage of 10% for that portion of the work performed by Subcontractors; no further retainage shall be withheld on subsequent payments after their work is 50% complete if the *City* approves, and the balance shall be paid when their work is 100% complete and accepted by the *City*. No retention shall be held on the payment due *Contractor's* General Conditions Expenses or *Contractor's* Fee.
 - (ii) AIA Certificate of Payments and Reports shall be directed to the attention of the individual of the Detroit Recreation Department specified in the Section 18 – Notices provision herein. Checks in payment for *Services* rendered hereunder shall be drawn to the order of the *Contractor* at the address stated in the Section 18 – Notices provision.

The making of payments, including partial payments by the *City* to the *Contractor* in the manner aforesaid, shall vest the *City* title to, and the right to take possession of all *Work Products* produced by the *Contractor* up to the time of such payments, and the *City* shall have the right to use the same for public purposes without further compensation to the *Contractor* or to any other person.

- (iii) The *Contractor* shall promptly pay all the amounts due the Subcontractors or other persons with whom he has a *Contract* with upon receipt of any payment from the *City*, the application for which includes amounts due such Subcontractors or other persons. Before issuance of final payment, the *Contractor* shall submit satisfactory evidence that all payrolls, materials billings and other indebtedness connected with the project have been paid or otherwise satisfied.
- (iv) Final payment constituting the unpaid balance of the cost of the project and the *Contractor's* fee shall be due and payable when the project is delivered to the *City*. At the time of substantial completion, if there should remain minor items to be completed, the *Contractor* shall list such items and the *Contractor* shall deliver, in writing, his unconditional promise to complete said items within a reasonable time thereafter. The *City* may retain a sum equal to the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise is listed separately.

Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the *Services*. If approved in advance by the *City*, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the *Contractor* with procedures satisfactory to the *City* to establish the *City's* title to such materials and equipment or otherwise protect the *City's* interest, and shall include from the *Contractor* applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

Your original invoices and invoices statements are to be forwarded to:

City of Detroit-Finance Department
Accounts Payable Division
Room 1006 Coleman A. Young Municipal Center
Woodward Avenue
Detroit, MI 48226

A copy of your invoice and/or statement is to be forwarded to:

City of Detroit
Recreation Department
18100 Meyers Road
Detroit, MI 48235
Attn: Nancy A. Capers

City of Detroit
Planning & Development Department
2 Woodward, Room 808
Detroit, MI 48226
Attn: Paul Aleobua

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: June 14, 2015 Department: RECREATION Division: Administration

Dept Head/Contact Person: Alicia C. Bradford, Director/Nancy Capers, Mgr II Phone No.: 224-1123/224-1109

Description: Recreation Center Improvements – Wms & Butzel Family Contract No.: 2908597 PO Type: Professional Services Est. Value: \$2,446,717.09

Contract Term (if applicable): Upon Approval – To Completion of Project.

Funding: City State % Federal 100% Other: %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: W-3 Construction Company

Required Date: ASAP

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: Essential to keeping the recreation centers operational.

Consequence of not buying: Delayed repairs increases the costs and detracts from this highly traffic and frequently utilized community hubs.

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: N/A

4. Were savings achieved?
 Yes Amount _____ No
Were additional savings requested? Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list:

6. The business being awarded is NEW

7. If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent:

Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

01/11/12

Change in amount/volume of the good or service to be used (no change in unit price)

8. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

9. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: _____

INFORMATION PROVIDED BY: Nancy A. Capers

TITLE: Manager II

PHONE NO. 224-1109

OCT 01 2013 OCT 02 2013



Attachment 1

City of Detroit / Human Rights Department
Application of Certification & Re-Certification
Page 18

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT / DIVISION: Human Rights Department

E-MAIL ADDRESS: W3@W3GROUP.NET

CONTACT NAME: LINDA TURNER PHONE: 313 875 8000 FAX: 313 875 4711

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 138
Detroit, MI 48226

For: Individual or
Company Name: W3 CONSTRUCTION COMPANY
Address: 7601 SECOND AVENUE

Phone: (313) 224-3328 or 334-3329
Fax: (313) 224-4584

City: DETROIT
State: MICHIGAN Zip Code: 48202
Telephone: 313 875 8000 Fax #: 313 875 4711
Email Address: W3@W3GROUP.NET

B. Name of Chief Financial Officer/Authorized Contact Person
(Include address if different from above)

Telephone #: 313 875 8000

William F.erguson
Employer Identification or Social Security Number

Fax #: 313 875 4711

3827191237

Spouse Social Security Number:

Nature of Contract:

BID CONTRACT AMOUNT (if known):

Labor: \$ _____ Materials: \$ _____

Contract # (if known): _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1-3,4

- 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- 2. Are you a student and/or claimed as a dependent on someone else's tax return? Yes No
- 3. Were you employed during the last seven (7) years? Yes No
- 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5-7

- 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSE-471) Yes No
- 6. Will the company have employees working in Detroit? Yes No
- 7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the employer/employee complied with the provisions of the City Income Tax Ordinance?

- Yes No
- Yes No
- Yes No

Signature: [Signature] Date: 10/8/13 Expires: 10/8/14
Signature: [Signature] Date: 10/8/13 Expires: 10/8/14
Signature: [Signature] Date: 10/8/13 Expires: 10/8/14

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

Note: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please email your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

PLEASE ANSWER EVERY QUESTION

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the W-3 Construction, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific Clearance* on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: W-3 Construction Company
(Type or Print Legibly)

Contractor Address: Detroit, MI, 48202
(City) (State) (Zip)

Contractor Phone/E-mail: 313-875-8000 / w3@w3group.net
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Walter E. Watson, Jr. - President/CEO

Signature of Authorized Representative: *[Handwritten Signature]*

Date: 5/15/15

*** This document **MUST** be notarized ***

Signature of Notary: *Vanessa A. Watson*

Printed Name of Seal of Notary: Vanessa A. Watson

My Commission Expires: 10 / 23 / 16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

For Office Use Only	
Gov. Rec'd: <u>11/1/15</u>	Department Name: _____
<input checked="" type="checkbox"/> Accepted by: _____	<input type="checkbox"/> Rejected by: _____
Please email or fax Covenant and ROC to Director of Human Rights Department 1240 CAYMO at Human Rights Department (Phone or Fax) (313) 224-3134	

NOTEPAD:

HOLDER CODE CITYOFD
INSURED'S NAME W-3 Construction Company

W3CON-1
OP ID: RE

PAGE 2
Date 05/15/2015

City of Detroit is listed as additional insured as required by written contract, with respects to work performed by the named insured on the above project on a primary and non-contributory basis. Contractual Liability is included. 30 days notice of cancellation, except for 10 days for non payment of premium.

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation, Article V, Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

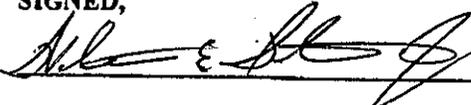
Hiring Policy Compliance Affidavit

I, Walter E. Watson, Jr. being duly sworn, state that I am the President/
CEO of W-3 Construction Company
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,



Title: President/CEO Date: 5/15/15

STATE OF Michigan)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 15th day of May, 2015,
by Vanessa A. Watson

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

Notary Public, County of Wayne

State of Michigan

My commission expires: 10/23/16

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE

APPLICATION FOR EMPLOYMENT

DO YOU HAVE A DRIVER'S LICENSE? Yes No

What is your means of transportation to work? _____

Driver's license number _____ State of issue _____ Operator Commercial (CDL) Chauffeur
Expiration date _____

Have you had any accidents during the past three years? How many? _____

Have you had any moving violations during the past three years? How Many? _____

POSITIONS ONLY

Typing Yes No _____ WPM
10-key Yes No _____ WPM
Word Processing Yes No _____ WPM
Personal Computer Yes No PC Mac
Other Skills _____

Please list two references other than relatives.

Name _____

Name _____

Position _____

Position _____

Company _____

Company _____

Address _____

Address _____

Telephone () _____

Telephone () _____

Please use this space to elaborate on any background, experience, or qualifications that you believe should be considered in evaluating your qualifications for employment. You may include hobbies, volunteer experience, and other activities you believe relevant. Please omit any information that would disclose your race, gender, age, marital status, ethnic origin, religious or political affiliations, or disability.

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE

APPLICATION FOR EMPLOYMENT

MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES? Yes No

ARE YOU NOW A MEMBER OF THE NATIONAL GUARD? Yes No

Specialty _____ Date Entered _____ Discharge Date _____

Work Experience Please list your work experience for the past seven years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your Last Job Title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

**PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE**

APPLICATION FOR EMPLOYMENT

Work experience Please list your work experience for the past seven years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

May we contact your present employer? Yes No

Did you complete this application yourself Yes No If not, who did? _____

After reviewing the attached job description, please indicate if you are able to perform the essential functions of the job for which you have applied ____ Yes ____ No. If you answered "No", please identify those job functions that you cannot perform. If a reasonable accommodation is required to enable you to perform the job properly and safely, please describe:

PLEASE READ CAREFULLY

APPLICATION FORM WAIVER

As indication that you have read and understood each sentence, please write your initials in the spaces provided below.

In exchange for the consideration of my job application by W-3 Construction Company, I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements, and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment, or to confer any right to remain an employee of W-3 Construction Company, or otherwise to change in any respect the employment-at-will relationship between it and the undersigned, and that relationship cannot be altered except by a written instrument signed by the Owner/Managing Member of the Company. Both the undersigned and W-3 Construction Company may end the employment relationship at any time, without specified notice or reason. If employed, I understand that W-3 Construction Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give W-3 Construction Company permission to contact schools, all previous employers (unless otherwise indicated), references, and others, and hereby release W-3 Construction Company from any liability as a result of such contact.

I understand that, in connection with the routine processing of your employment application, W-3 Construction Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics, and mode of living. Upon written request from me, W-3 Construction Company will provide me with additional information concerning the nature and scope of any such report requested by it, as required by the Fair Credit Reporting Act.

I further understand that my employment with W-3 Construction Company shall be probationary for a period of ninety (90) days, and further that at any time during the probationary period or thereafter, my employment relationship with W-3 Construction Company is terminable at will for any reason by either party.

Signature of applicant _____ Date: _____

W-3 Construction Company is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, gender, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with W-3 Construction Company depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: W-3 Construction Company
2. Address of Contractor: 7601 Second Ave.
Detroit, MI 48202

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in 1987 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

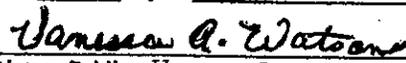
____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Walter E. Watson, Jr. (Printed Name) President/CEO (Title)
 (Signature) 5/15/15 (Date)

Subscribed and sworn to before me
this 15th day of May 2015


Notary Public, Wayne County, Michigan
My Commission expires: 10/23/16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

[View Statistics for Search Results](#)

Search Results

Current Search Terms: W-3 construction* company*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

- [Search](#)
- [Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search](#)
- [Filters](#)
- [By Record Status](#)
- [By Functional Area - Entity Management](#)
- [By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBN v1.P34.20130710-1415



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

July 29, 2015 -

PO 2908597 – Rec Center Improvements: Williams (\$1,187,144.00) and Butzel (\$1,259,573.00)

Recommended Award: W3Construction

This contract was initially bid whereby the evaluation team (John Saad, Paul Aleobou, Nancy Capers) were unable to determine a comparison of the responses based on how the RFP was written.

As a second wave, the RFP was revised and sent out again. The eval committee noted that HUD required lowest value, so the committee chose the supplier with the lowest percentage of the total cost of the bid.

1. How was the cost book/contract value established? (\$2,446,717) or is the amount granted by HUD?

Response: LuYuan Wilkes was responsible for detailing the requirements for the Rec Center renovations (asked to provide details)

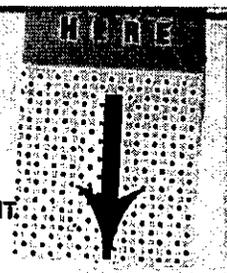
The total costs of the renovations were provided to the bidders, and they provided their management fees of the total costs. The successfully supplier would be responsible for the oversight of the renovations that would include time and materials. *(of sub-contractors)*

Notes of review. (provided by Nancy Capers)

Writer: Lena Willis

2sept15

REQUEST FOR QUALIFICATIONS & PROPOSAL
TO PROVIDE CONSTRUCTION MANAGEMENT AND PROFESSIONAL SERVICES
FOR RECREATION CENTER IMPROVEMENTS AND REHABILITATION FOR THE CITY OF DETROIT
RECREATION AND PLANNING AND DEVELOPMENT DEPARTMENT



PART IIIA
PROPOSAL FORM - COSTS

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the RFQ/P to provide construction management services related to improvement and new construction of parks and facilities projects and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all overhead, profit, allowances, insurance, taxes, bonds, fees, materials, supervision, transportation, and permits necessary or incidental to the proper and full provision of all services in accordance with the RFQ/P for the percentage of construction cost budgeted by the City.

Construction management rate per construction budget of \$ 2,627,144.00

Percentage 7.1% SEE ATTACHMENT

Name of Proposing Consultant: W-3 Construction Company

Consultant's Address: 7601 Second Avenue

Detroit, MI 48202

Consultant's Telephone No.: (313) 875-8000

Consultant's Fax No.: (313) 875-4711

This proposal is submitted to:

Detroit Recreation Department
18100 Meyers Rd. _ Upper Level
Detroit, MI 48235

Contact Person:
Ms. Nancy Capers, Manager II
(313) 224-1109



W-3 CONSTRUCTION CO.

7601 Second Ave. • Detroit, MI 48202 • (313) 875-8000 • Fax (313) 875-4711

REQUEST FOR QUALIFICATIONS & PROPOSAL
CONSTRUCTION MANAGEMENT AND PROFESSIONAL SERVICES

GENERAL CONDITIONS & FEES

BASED ON THE OWNER'S BUDGET OF \$2,627,144.00

General Conditions	\$ 99,738.00
Fee	\$ 86,789.00
Total	\$186,527.00

General Contractors/Construction Managers



GENERAL CONTRACTORS, CONSTRUCTION MANAGERS
KEOASSOC.COM

"The Bridge Between Thought And Reality"

PART IIIA

PROPOSAL FORM – COSTS

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the RFQ/P to provide construction management services related to improvement and new construction of parks and facilities projects and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all overhead, profit, allowances, insurance, taxes, bonds, fees, materials, supervision, transportation, and permits necessary or incidental to the proper and full provision of all services in accordance with the RFQ/P for the percentage of construction cost budgeted by the City.

Construction management rate per construction budget of \$ 2,627,144.00

Percentage:

12.75%

Name of Proposing Consultant: Chris Onwuzurike

**Consultant's Address: 18286 Wyoming Avenue
Detroit, Michigan 48221**

Consultant's Telephone No.: (313) 340-1688

Consultant's Fax No.: (313) 340-1680

This proposal is submitted to:

**Detroit Recreation Department
18100 Meyers Rd. _ Upper Level
Detroit, MI 48235**

**Contact Person:
Ms. Nancy Capers, Manager II
(313) 224-1109**



"The Bridge Between Thought And Reality"

KEO & ASSOCIATES INC.

RFQ-CM Services

Professional Services Price listing

Item	Scope Item	Units	Unit Price	Comments
A1.1	Project Executive	Hours	\$ 140.00	
A1.2	Project Manager	Hours	\$ 110.00	
A1.3	Superintendent	Hours	\$ 85.00	
A1.4	Project Engineer	Hours	\$ 85.00	
A1.5	Contract Administration	Hours	\$ 88.00	
A1.6	Account	Hours	\$ 65.00	
A1.7	Labor	Hours	\$ 68.00	
A1.8	Estimator	Hours	\$ 92.00	
A1.9	Labor	Hours	\$ 55.00	

REQUEST FOR QUALIFICATIONS & PROPOSAL
TO PROVIDE CONSTRUCTION MANAGEMENT AND PROFESSIONAL SERVICES
FOR RECREATION CENTER IMPROVEMENTS AND REHABILITATION FOR THE CITY OF DETROIT
RECREATION AND PLANNING AND DEVELOPMENT DEPARTMENT

PART IIIA
PROPOSAL FORM – COSTS

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the RFQ/P to provide construction management services related to improvement and new construction of parks and facilities projects and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all overhead, profit, allowances, insurance, taxes, bonds, fees, materials, supervision, transportation, and permits necessary or incidental to the proper and full provision of all services in accordance with the RFQ/P for the percentage of construction cost budgeted by the City.

Construction management rate per construction budget of \$ 2,627,144.00

Percentage----- 10.36%

*** Name of Proposing Consultant:** White Construction Co., Inc.

Consultant's Address: 1120 W. Baltimore St.

Detroit, Michigan 48202

Consultant's Telephone No.: (313) 872-6700

Consultant's Fax No.: (313) 872-7397

This proposal is submitted to:

Detroit Recreation Department
18100 Meyers Rd. _ Upper Level
Detroit, MI 48235

Contact Person:
Ms. Nancy Capers, Manager II
(313) 224-1109



Clarifications

Recreation Center Improvements & Rehabilitation for the City of Detroit

3/16/2015

General

1. We have included one superintendent for six months, of construction per e-mail dated 3/13/2015 from John Saad.
2. We have included a project engineer for eight months at fifty percent (50%) time; this includes design development, meetings, submittals, and close out documents.
3. We have included a project manager at fifty percent (50%) time for duration of ten months as he will also be working during the design development period.
4. Per e-mail dated 3/13/2015 from John Saad we have not included any cost for building permits associated with the project. We understand that this will be provided by the owner.
5. Per clarifications dated 3/12/2015 we have included professional liability insurance in our fee for a total of two years in the amount of \$2,000,000 coverage includes six months after the 18 months (project duration) is complete.
6. We have included general liability insurance in our fee per the RFQ.
7. We have included a performance and payment bond cost in our fee per the RFQ.
8. We have included a construction management fee of 2.5% in the requested cost.
9. Please see below the total breakdown of our cost percentage, which is based on \$2,627,144:

Personnel cost –	6.5%	(\$169,650)
General Liability insurance –	0.16%	(\$4,224)
Performance and payment bond -	0.8%	(\$21,951)
Professional Liability Insurance -	0.4%	(\$10,000)
Construction management Fee -	2.5 %	(65,679)
Total Fee	10.36%	(\$271,504)

Hourly rates

- Project Manager - \$69.00 Per Hour
- Superintendent - \$64.00 Per Hour
- Project Engineer - \$62.00 Per Hour
- Estimator - \$62.00 Per Hour

From: Nancy Capers
To: Zenola Holland
Date: 7/29/2015 4:18 PM
Subject: Re: 2908597 W-3 Construction Company

Upon approval through June 30, 2017

>>> Zenola Holland 7/29/2015 2:59 PM >>>
Hello Ms. Capers

Sorry to bother you again, I want to place this contract on the 8/4/15 Agenda, but I need some information from you before I can do that. I need that before the end of the day. What is the correct Contract Period. Inside the contract it states "**Upon Approval from the Appropriate Departments and thereafter 18 months.**" Please give me the correct dates. Thanks.

Zenola Holland
Purchasing Assistant
Office of Contracting and
Procurement Division
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
Office: 313-224-9235
Fax: 313-628-1160
hollandz@detroitmi.gov

Michael E. Duggan, Mayor
>>> Nancy Capers 7/29/2015 9:13 AM >>>
It is attached. The Equal Opportunity Affidavit is on page 92 of the contract.

>>> Zenola Holland 7/27/2015 3:09 PM >>>
Good Afternoon Ms. Capers

With regard to the above listed contract, there are several documents missing that I will need before this can be placed on the City Council Agenda. They are:

1. **City Council Checklist**
2. **Equal Opportunity Affidavit**
3. **Employment Application**

Once you have the documents, could you please forward to me. Thank you.

Zenola Holland
Purchasing Assistant
Office of Contracting and
Procurement Division
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
Office: 313-224-9235
Fax: 313-628-1160
hollandz@detroitmi.gov

Michael E. Duggan, Mayor

EXHIBIT C
General Requirements and Technical Specifications

The *Contractor* shall provide and carry out in a satisfactory and proper manner, as determined by the Detroit Recreation Department (DRD), the following construction services at the DRD properties indicated in this document. The conduct of the construction services set forth herein and preparation of the work as described below shall be at the discretion of the DRD and is subject to the approval of the DRD.

The facilities where the work is to be performed are Butzel Family Recreation Center, located at 7737 Kercheval Rd., Detroit, Michigan and the Williams Recreation Center located at 8431 Rosa Parks Blvd., Detroit, Michigan. The *Contractor* shall provide all necessary materials, labor, equipment and disposal costs, permits and inspection costs, supervision and any other required general conditions work or items to perform the following work which includes, but is not limited to:

Butzel Family – Budget \$1,259,573.09

- HVAC
- General Glass & Door Repair/Replacement
- Carpet Removal/Replacement with VCT
- Electrical Improvements
- Roof Replacement
- Restroom Improvements
- Painting of entire facility
- Site Restoration
- Mobilization

Williams Recreation Center – Budget \$1,187,144.00

- Updates to existing HVAC
- Locker Rooms
- Saunas
- New Pool Lighting System
- Electrical
- Elevator Improvements

Exhibit D

- **H.U.D. Economic Stimulus Funding – Section 3 Clause**
- **U.S. Dept. Of Housing & Urban Development Office of Labor Relations
Federal Labor Standards Provisions**
- **Wage Decision**
- **Debarment and Suspension Certification**
- **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
- **Conflict of Interest Clause**
- **Section 3 24 CFR Part 135.38 And HUD Grant Agreement**

**H.U.D. Economic Stimulus Funding
Section 3 Clause**

SECTION 3 CLAUSE
24 CFR Part 135.38 and HUD Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Frequently Asked Questions and Answers About

Section 3 of the Housing & Urban Development Act of 1968

General Questions
Applicability
Consistency with Other Laws
Recipient Responsibilities
Section 3 Preference
Economic Opportunities/Numerical Goals
Recordkeeping and Reporting
Section 3 Complaints

GENERAL QUESTIONS

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

2. What does the term "Section 3 resident" mean?

A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

3. What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

4. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

Please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, to learn more about these programs.

5. How is "low-income" determined?

The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals. Local income levels can be obtained online at: <http://www.huduser.org/DATASETS/il.html>.

6. Define "metropolitan area" and "Non-metropolitan County."

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. Non-metropolitan County means any county outside of a metropolitan area.

7. What is a "new hire"?

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

8. What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

9. Who is considered a recipient of Section 3 funding?

A recipient is any entity which receives Section 3 covered assistance, directly from HUD or from another recipient. It does not include contractors or any ultimate beneficiary under the HUD program to which Section 3 applies.

10. Is a non-profit organization considered a "business" for the purposes of Section 3?

Yes. A non-profit organization is a legitimate business. The non-profit organization must meet the criteria of a Section 3 business concern as defined in 24 CFR Part 135.5 in order to receive Section 3 preference.

11. What is a Service Area?

The Service area is the geographical area in which the persons benefiting from the Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.

APPLICABILITY

12. What is Section 3 covered assistance?

- Public and Indian housing development, operating or capital funds; or
- Other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

Public Housing Authorities regardless of size or number of units

Section 3 also applies to recipients of \$200,000 or more of the following Housing and/or Community Development financial assistance:

- HOPE VI funding
- Community Development Block Grant (CDBG) funding
- Community Development Block Grant Programs for Indian Tribes and Alaska Native Villages
- HOME Investment Partnership funding
- Self-Help Homeownership Opportunity Programs
- Economic Development Initiatives assistance
- Brownfields Economic Development Initiatives

- Continuum of Care Homeless Assistance Programs
- Housing Opportunities for Persons with AIDS
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Assisted Living Conversion Program
- Lead Hazard Control Grants
- Healthy Homes and Lead Technical Studies
- Healthy Homes Demonstration Programs

***Note:** The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact the Economic Opportunity Division at section3@hud.gov to determine applicability to a particular project/activity.

14. Are Section 8 ONLY Housing Authorities exempt from the requirements of Section 3?

Yes. Since Section 8 ONLY Housing Authorities do not utilize any of the financial assistance described above, they are exempt from the requirements of Section 3. However, compliance with Section 3 is encouraged.

15. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for Public Housing Authorities (PHAs). The requirements of Section 3 apply to all PHAs regardless of the amount of assistance received from HUD.

The requirements of Section 3 apply to recipients of Housing and Community Development assistance that invest \$200,000 or more into projects/activities involving housing construction, rehabilitation, or other public construction.

16. What dollar threshold amounts apply to contractors/subcontractors?

All contracts (or subcontracts) funded with Public and Indian Housing assistance (regardless of the dollar amount or the type of contract) is subject to the requirements of Section 3.

With respect to recipients of Housing and/or Community Development funding, all contractors (or subcontractors) receiving covered funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

17. What responsibilities do contractors/subcontractors have if they receive Section 3 covered financial assistance?

If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the contractor/subcontractor must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

18. Do the Section 3 requirements apply to HUD's procurement activities?

No. Section 3 covered contracts do not include contracts awarded under HUD's procurement programs, which are governed by the Federal Acquisition Regulation System.

19. Are maintenance projects covered by Section 3?

Yes, but only for projects using funding that is provided for the operation, development, or modernization of Public Housing Authorities.

Extensive rehabilitation (i.e., complete renovation of one or more livable units) activities are covered by Section 3 for all covered programs.

20. Does reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

Yes, reduction and abatement of lead-based paint hazards does constitute housing rehabilitation and is covered by Section 3.

21. Are professional service contracts covered under Section 3?

Yes, the term "Section 3 covered contract" includes professional service contracts provided that the work to be performed is generated by the expenditure of Section 3 covered Public and Indian housing assistance, or for work arising in connection with projects involving housing rehabilitation, housing construction, or other public construction.

21. Does Section 3 apply to hiring by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD allocation to hire additional staff person(s) to perform work related to housing construction, rehabilitation, or other public construction, then the position(s) is covered by Section 3. However, if the local municipality uses a civil servant applicant process to

hire new employees, compliance with the requirements of Section 3 may not be feasible.

22. For community development and other housing assistance, do the thresholds apply to the total amount of HUD assistance received or the amount of funds invested into Section 3 covered projects/activities?

The threshold applies to the amount of funds invested into Section 3 covered projects/activities. Example: the City of Hilltop, receives \$210,000 through the State CDBG program. The funds will be used as follows:

- a. Housing rehabilitation- \$180,000;
- b. micro-enterprise revolving loan fund- \$20,000; and
- c. Fair housing counseling- \$10,000.

Hilltop is not subject to Section 3 requirements because only \$180,000 is spent for Section 3 covered activities, and the remaining \$30,000 is not used for construction, rehabilitation, or other public construction. Therefore, the \$200,000 threshold is not met. However, the city must still submit a Section 3 annual summary report (form 60002) to HUD headquarters.

23. Are contracts cumulative for reaching the Section 3 threshold? For example, a recipient agency receives \$800,000 in HOME Investment Partnership funds. The recipient awards contracts for single housing rehabilitation on a rotating basis from a list of qualified contractors. One contractor receives three contracts (\$36,000; \$50,000; and \$20,000) with a cumulative total of \$106,000 for three different projects within a twelve month period. Is that contractor covered by Section 3?

No, contracts for Section 3 covered projects are not cumulative.

The requirements of Section 3 apply to contractors and subcontractors performing work on a Section 3 covered project for which the amount of the assistance exceeds \$200,000; and each contract or subcontract exceeds \$100,000.

CONSISTENCY WITH OTHER LAWS

24. Does Section 3 apply to other State/local laws?

Compliance with Section 3 shall be achieved to the greatest extent feasible, and consistent with local laws and regulations.

25. What is the relationship between Section 3 and Minority Business Enterprises (MBEs)?

"Minority business enterprise" (MBE) means a business enterprise that is owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Section 3 preferences are not tied to race or ethnic origin of the owner. A minority business enterprise must provide evidence that it meets at least one criterion of a Section 3 business outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs, and other socially and economically disadvantaged businesses. Additional information about the MBE program can be obtained by calling the Office of Small and Disadvantaged Business Utilization at 202-708-1428.

RECIPIENT RESPONSIBILITIES

26. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR § 135.32.

27. Are funds provided to recipients that comply with the requirements of Section 3?

No. There is no need for funds to be provided to ensure Section 3 compliance because the Section 3 requirements are only triggered when new jobs and/or contracting opportunities are created during the completion of covered projects/activities.

28. Does Section 3 require that the expenditure of HUD financial assistance result in the creation of training, employment, and contracting opportunities?

Recipient agencies are not required to create jobs or contracts for Section 3 residents and business concerns simply for the sake of creating them. Section 3 requires that when employment or contracting opportunities are generated because a project or activity undertaken by a recipient of covered HUD

financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts, the recipient must give preference in hiring to low- and very low- income persons and/or businesses owned by these persons or that substantially employ these persons.

29. Are Section 3 residents or business concerns guaranteed employment or contracting opportunities under Section 3?

No. Section 3 residents must demonstrate that they meet the qualifications for new employment opportunities created as a result of the expenditure of covered assistance.

Section 3 business concerns must submit evidence to the satisfaction of the party awarding the contract to demonstrate that they are responsible firms and have the ability to perform successfully under the terms and conditions of the proposed contract.

30. Are recipients and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment/

Recipients and contractors are required, to the extent feasible, to direct all employment opportunities to low- and very low-income persons- including seasonal and temporary employment opportunities.

Employment goals are based on "new hires", which is defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. They may count a Section 3 resident employee for three years to meet the business criterion that at least 30 percent of the permanent, full-time employees are Section 3 residents.

31. When might a recipient agency be exempt from the requirements of Section 3?

If Section 3 covered assistance is awarded and the recipient has no need for additional employees or trainees, or the recipient has no need to contract for work, then the Section 3 requirements are not triggered. However, the recipient agency must still submit a Section 3 Annual Summary report (HUD form 60002), in accordance with 24 CFR § 135.90.

SECTION 3 PREFERENCE

32. What is considered acceptable evidence to determine eligibility as a Section 3 resident?

HUD does not prescribe any specific forms of evidence are required for Section 3 certification. Sample certification documents can be found on the Section 3 website. Acceptable documentation includes, but is not limited to the following:

- proof of residency in a public housing development;
- evidence of participation in a HUD Youthbuild program operated in the metropolitan area (or non-metropolitan county) where the Section 3 covered assistance is spent;
- evidence that the individual resides in the Section 3 area and is a low or very low-income person, as defined in Section 3(b) (2) of the U.S. Housing Act of 1937 (1937 Act).
- Recipient agencies may choose to allow prospective Section 3 residents to self-certify their eligibility. Any self-certification should include a statement of penalty for falsifying information.

33. What is acceptable evidence for determining eligibility as a Section 3 business?

HUD does not prescribe any specific forms of evidence are required for Section 3 certification. Sample certification documents can be found on the Section 3 website. The business seeking the preference must be able to demonstrate that it meets one of the following:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contracts to be awarded to such businesses described above.
- Recipient agencies may choose to allow prospective Section 3 business concerns to self-certify their eligibility. Any self-certification should include a statement of penalty for falsifying information.

34. Are all public and Indian housing residents considered Section 3 residents regardless of their income?

Yes. Public and Indian housing residents need only show proof of residency in public housing within the metropolitan area (or non-metropolitan county). Other residents of the Section 3 area need to show proof of residency in the metropolitan area (or non-metropolitan county) and meet the income requirements. [See 24 CFR Part 135.5 for the definition of a Section 3 resident].

35. Does preference to a Section 3 business mean that the business should be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 24 CFR 85.36(b) (8), contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. The determination that a prospective contractor is responsible must include consideration of the firm's compliance with technical and public policy requirements.

Preference to Section 3 business concerns means that a recipient's or contractor's procurement procedures include methods to provide preference to Section 3 business concerns. Accordingly, if a Section 3 business concern is a responsible bidder, but their bid price is slightly higher than a non-Section 3 firm, the recipient agency can give preference to the Section 3 business in an effort to meet its numerical goals annually.

36. Does a business have to be incorporated to be considered as a Section 3 eligible business? What forms of identification are used to determine that an organization is a Section 3 business?

No, a business does not have to be incorporated to be a Section 3 business concern. It can be any type of business- sole proprietorship, partnership or a corporation.

ECONOMIC OPPORTUNITIES/NUMERICAL GOALS

37. What types of new employment opportunities are covered by Section 3?

For Public and Indian Housing (PIH) Programs, all employment opportunities generated by the expenditure of development, operating, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs; and jobs at all levels.

For Housing and Community Development Programs, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project (i.e., management and administrative jobs, technical, professional, and construction and non-construction jobs; and jobs at all levels).

38. Are recipient agencies required to meet the Section 3 goals or are they merely "goals"?

The Section 3 Numerical goals are minimum numerical targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make efforts to the greatest extent feasible to achieve the annual numerical goals for employment and contracting. If an agency fails to fully meet the Section 3 numerical goals, they must be prepared to demonstrate the efforts taken in an attempt to meet the numerical goals.

39. What are the Section 3 numerical goals?

The minimum numerical goal for employment 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

40. Are the numerical goals the same as set-asides and quotas?

No. A set-aside guarantees that a specific portion of funds will be provided to a protected class. The numerical goals in the Section 3 regulations are goals that a recipient of HUD Section 3 covered financial assistance must try to meet in order to demonstrate Section 3 compliance.

41. What is the meaning of the "safe harbor" determination?

Absent evidence to the contrary (i.e., evidence that efforts to the "greatest extent feasible" were not expended), if a recipient or contractor meets the numerical goals, the recipient or contractor is considered to be in compliance with Section 3.

A recipient or contractor considered to be in compliance with Section 3 may not be subject to routine compliance reviews.

In the event that a complaint is filed against a recipient or contractor considered to be in compliance with Section 3. HUD will investigate to determine if "the greatest extent feasible" policy was met.

RECORDKEEPING AND REPORTING

42. What are the recordkeeping requirements of a recipient?

Documentation of actions taken to comply with the employment and training requirements of Section 3, the results of actions taken and impediments encountered. Recipient agencies should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with Federal or State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

43. Who is required to submit Section 3 reports?

Each recipient of Section 3 covered HUD financial assistance shall submit an annual report to the Assistant Secretary for the purpose of determining the effectiveness of Section 3 (HUD form 60002). Section 3 summary reports are required even if the recipient agency did not undertake any activities that triggered the requirements.

44. Where should the Section 3 summary reports be submitted?

Section 3 Summary reports can be sent by mail to:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW room 5232
Washington, DC 20410
Attn: Economic Opportunity Division

Section 3 reports can also be submitted online at:
www.hud.gov/offices/fheo/section3/section3.cfm

45. When should annual reports be submitted?

Depending on the source of funding, annual reports should be submitted 1) at the time the recipient submits an annual performance report; 2) by January 10 of each year if no program annual performance report is required; or 3) within ten (10) days of project completion, whichever is earlier.

- PHAs should submit Section 3 reports on form 60002 by January 10th.
- Grantees Awarded funding for CDBG, HOME and/or ESG should submit Section 3 reports on form HUD 60002 at the same time they submit the CAPER report.
- Grantees Awarded funding for Section 202/811 should submit Section 3 reports on form 60002 by January 10th.
- Grantees Awarded funding for lead abatement activities should submit Section 3 reports on form 60002 with their annual reports no later than September 30th.

45. What amount should be reported on the Section 3 Annual Report?

Box #3 on the 60002 form should reflect the amount of HUD funds that were expended during the reporting period.

SECTION 3 COMPLAINTS

46. Who can file a complaint when the requirements of Section 3 are not met?

Any Section 3 resident or Section 3 business (or authorized representative) seeking employment, training or contracting opportunities generated by Section 3 covered assistance may file a complaint using *form HUD 958*.

46. Where are Section 3 complaints filed?

Effective November 2007, Section 3 complaints must be filed at the appropriate FHEO Regional Office in which the violation occurred. Please visit www.hud.gov/offices/fheo to obtain the address and telephone number for FHEO regional offices.

47. Is there a time limit for filing a Section 3 complaint?

Yes. Section 3 complaints must be filed no later than 180 days from the date of the action or omission upon which the complaint is based.

Part II: Contracts Awarded

1. Construction Contracts.

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in Item B. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**U.S. Dept. of Housing & Urban
Development
Office of Labor Relations
Federal Labor Standards
Provisions**

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (l) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(l) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(l) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/eisa/vhd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ll), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(l), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage Decision

General Decision Number: MI140101 08/29/2014 MI101

Superseded General Decision Number: MI20130101

State: Michigan

Construction Type: Building

County: Wayne County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	02/14/2014
3	02/28/2014
4	03/21/2014
5	04/04/2014
6	04/11/2014
7	04/18/2014
8	05/23/2014
9	06/06/2014
10	06/13/2014
11	07/04/2014
12	07/18/2014
13	08/15/2014
14	08/29/2014

ASBE0025-002 06/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.49	28.66

BOIL0169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

BRMI0001-001 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.67	18.40
TILE FINISHER.....	\$ 26.15	16.22
TILE SETTER.....	\$ 32.25	16.22

CARP0687-003 06/01/2014

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 29.91	25.38

CARP1045-001 06/01/2014		

	Rates	Fringes
CARPENTER (Floor Layer - Carpét, Resilient, & Vinyl Flooring).....	\$ 27.10	22.02

CARP1102-002 06/01/2013		

	Rates	Fringes
MILLWRIGHT.....	\$ 31.11	28.64

* ELEC0058-001 06/30/2014		

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring and Installation of Alarms)		
Installer.....	\$ 24.25	12.38
Technician.....	\$ 30.86	10.89
ELECTRICIAN.....	\$ 35.88	21.12

ELEV0036-002 01/01/2014		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.96	26.785

ENGI0324-017 06/01/2014		

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.14	21.90
GROUP 2.....	\$ 37.64	21.90
GROUP 3.....	\$ 36.14	21.90
GROUP 4.....	\$ 35.84	21.90
GROUP 5.....	\$ 35.02	21.90
GROUP 6.....	\$ 34.16	21.90
GROUP 7.....	\$ 33.19	21.90
GROUP 8.....	\$ 31.48	21.90
GROUP 9.....	\$ 23.14	21.90

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2014

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL.....	\$ 33.78	26.97

IRON0025-022 04/01/2014

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal Building Erection Only).....	\$ 23.39	21.13

* LABO0259-002 08/01/2014

	Rates	Fringes
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LABORER: Asbestos Abatement
 (Removal from Floors, Walls &
 Ceilings).....\$ 26.78 12.77

LABO0334-005 06/01/2014

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 21.81	6.75
GROUP 2.....	\$ 17.59	6.75

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel
 equipment operator, lawn sprinkler installer, skidsteer (or
 equivalent)

GROUP 2: Landscape laborer: small power tool operator,
 material mover, truck driver and lawn sprinkler installer
 tender

LABO1191-002 06/01/2014

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 26.94	16.55

PAIN0022-003 07/01/2009

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 25.06	14.75
PAINTER: Drywall Finishing/Taping.....	\$ 25.75	15.90
PAINTER: Spray.....	\$ 25.86	14.75

PAIN0357-002 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 29.80	17.46

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of
 July, Labor Day, Thanksgiving Day and Christmas Day;
 provided that the employee has worked the last full regular
 scheduled work day prior to the holiday, and the first full
 regular scheduled work day following the holiday, provided

the employee is physically able to work.

PLAS0067-001 04/01/2014		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLAS0067-004 04/01/2014		
	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

PLUM0098-001 06/03/2013		
	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 36.84	24.08

PLUM0636-003 06/03/2013		
	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 39.76	24.90

ROOF0149-001 08/22/2011		
	Rates	Fringes
ROOFER.....	\$ 28.76	18.47

SFMIO704-001 08/01/2014		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.11	22.31

SHEE0080-004 06/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 36.04	25.61

TEAM0247-001 04/01/2014		
	Rates	Fringes

TRUCK DRIVER

GROUP 1

Flatbed; Pickup; Dump &

Tandem.....\$ 25.69 0.60+a

GROUP 2

Semi.....\$ 25.84 0.60+a

GROUP 3

Lowboy.....\$ 25.94 0.60+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$385.05 per week, plus \$55.10 per day.

SUMI2011-026 02/01/2011

	Rates	Fringes
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

Debarment and Suspension Certification

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant in providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into it shall not knowingly enter into any tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred,

EXHIBIT P

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

Instruction for Certification continued

suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED
TRANSACTIONS.**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WITNESSES:

1. [Signature]
2. [Signature]

Subrecipient, Contractor
Subcontractor, or Principal

By: [Signature]

Its: President/CEO

Date: May 15, 2015

Certification for Contracts, Grants, Loans & Cooperative Agreements

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

WITNESSES:

**SUBRECIPIENT, PROFESSIONAL
CONTRACTOR OR
SUBCONTRACTOR:**

1. Yolanda E. ... By: [Signature]
2. Paul ... Its: President/CEO
Date: May 15, 2015

Conflict of Interest Clause

CONFLICT OF INTEREST

1. The Contractor warrants that its participation in this contract will conform to the requirements of all applicable Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Contractor's objectivity in performing the contract work may be impaired.

2. In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.

3. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.

4. In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Planning and Development Department may terminate the contract for default.

5. The provisions of this clause shall be included in all subcontracts and consulting agreements.

6. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Planning and Development Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

7. No member, officer, or employee of the City of Detroit Planning and Development Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

8. The Planning and Development Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

9. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

10. The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

**United States Dept. of Labor
Office of Federal Contract
Compliance Programs
Executive Order 11246**

**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. 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 or national origin.
3. 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) 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 No. 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 contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the W-3 Construction, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific Clearance* on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: W-3 Construction Company
(Type or Print Legibly)

Contractor Address: Detroit, MI, 48202
(City) (State) (Zip)

Contractor Phone/E-mail: 313-875-8000 / w3@w3group.net
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Walter E. Watson, Jr. - President/CEO

Signature of Authorized Representative: *[Signature]*

Date: 5/15/15

*** This document MUST be notarized ***

Signature of Notary: *Vanessa P. Watson*

Printed Name of Seal of Notary: Vanessa A. Watson

My Commission Expires: 10 / 23 / 16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

To, Office Only:

Gov. Rec'd: / / Department Name: _____

Accepted by: _____ Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department | 240/CAYMC
at HumanRights@detdetroitmi.gov or fax (313) 224-3434

EXECUTIVE ORDER NO. 2007-1

THIS LANGUAGE MUST BE INCLUDED IN ALL BID PACKAGES, CONTRACTS AND SUBCONTRACTS FOR ALL CONSTRUCTION AND DEMOLITION PROJECTS, TO WHICH EXECUTIVE ORDER NO 2007-1 APPLIES.

EXECUTIVE ORDER NO. 2007-1 EMPLOYMENT OF LOCAL LABOR ON PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS:

Per Executive Order No. 2007-1 All City of Detroit project construction contracts shall provide that at least fifty-one percent (51%) of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform fifty-one percent (51%) of the hours worked on the project. Workforce and project hours shall included work performed be Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sale workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties:

Financial Penalties

<u>Detroit Resident Hours</u>	<u>Monthly Recruitment Fee</u>
45% - 50%	3%
40% - 44%	7%
30% - 39%	10%
0% - 29%	15%

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents, where Detroit residents are unavailable at the local union halls. Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order.

**CITY OF DETROIT BUDGET DEPARTMENT LOG #5578
CONTRACT TRANSMITTAL**

DEPARTMENT: RECREATION	DATE REC: 06/15/2015
CPO: 2908597	SPO: 2908599
NAME: W-3 CONSTRUCTION COMPANY	AMOUNT: \$2,446,717.09
ADDRESS: 7601 Second Avenue Detroit, MI 48202	ELECTRONIC NOTIFICATION DATE: 05/13/2015
PURPOSE: RECREATION CENTER IMPROVEMENT PROJECTS-WILLIAMS RECREATION CENTER AND BUTZEL FAMILY CENTER	

RECOMMENDATION:

APPROVE: YES	DATE COMPLETED: 06/18/2015
DENY:	ANALYST: Charleta McInnis
	DATE RELEASED: JUN 25 2015

COMPLETE BELOW WHEN DOCUMENT DELAYED, USE DC1 FOR FIRST DELAY AND DC2 FOR SECOND DELAY

DELAY CODE 1 (DC1): _____	0 NO DELAY	4 REQ DEPT IMPOSED HOLD	DELAY CODE 2 (DC2): _____
DC1 DELAY START DATE: _____	1 MORE INFORMATION	5 MANAGEMENT DELAY	DC2 DELAY START DATE: _____
DC1 DELAY END DATE: _____	2 LACK FUNDS	6 OTHER	DC2 DELAY END DATE: _____
	3 HUMAN RES COORD		

BLOCK GRANT FUNDS

Scope: RECREATION requests authorization to enter into a Professional Services contract with W-3 Construction Company of Detroit, MI.

Scope of Services: The contractor shall oversee hired consultant to provide all necessary feasibility studies, drawings, specifications or other services needed to prepare the bid package offered to construction subcontractors and to monitor the work performance and may engage the services of a professional consultant, with prior approval of the City, and when necessary, perform these functions. The contractor shall obtain written approval from the City of all specifications and working drawings. Such City approval shall be obtained from the Planning and Development Department.

Contract Period: Upon City Councils approval – 18 months

Contract Amount: Total Contract Amount (Not-to-Exceed) - \$2,446,717.09

Advance Payment: None

Funding:

Charge account 2001-365005-000000-617900-13635-000000-00000; \$1,319,573.09
 (See exhibit) 2001-365005-795714-651161-13635-000000-00000; \$187,144
 2001-399110-000000-651161-12915-000000-00000; \$790,000
 2001-399110-768913-651161-12915-000000-A3050;\$150,000

All Clearances are valid and attached.

CONTRACT # 2908597

DEPARTMENT RECREATION

[] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: W-3 Construction

ADDRESS: 7601 Second Avenue

Detroit, MI 48202

PROJECT: RECREATION CENTER IMPROVEMENT PROJECTS

TYPE OF FUNDING AND %: 100% Federal COMMUNITY DEVELOPMENT BLOCK GRANT

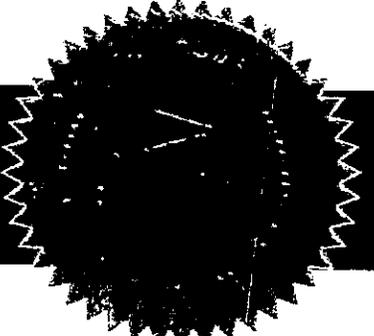
CONTRACT AMOUNT: \$2,446,717.09

CONTRACT PERIOD: Upon approval through Completion

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Renovations and construction improvements at Williams Recreation Center and Butzel Family Center

REASON FOR DELAY: _____



Detroit Business Certification Program

FY 2014 - 2015

W-3 Construction Company

This acknowledges the above business has met all requirements set forth by
the Human Rights Departments as

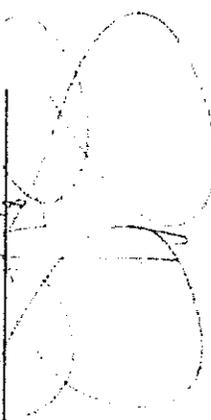
**Detroit Headquartered Business (DHB),
Detroit Small Business (DSB), and
Minority-Owned Business Enterprise (MBE)**

commencing **November 20, 2014** expiring on **November 20, 2015.**

City of Detroit

Michael E. Duggan, Mayor

Receipt Number: DJRCP 14/15- PR101714-1674



Portia L. Robinson
Group Executive - Ethics & Civil Rights

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: September 23, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the September 15, 2015 Session, requested to be Reconsidered.

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 22, 2015 and APPROVED

Reported by the Finance, Budget and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

2898660,Amend.1 Pinnacle Actuarial Services + \$30,000 to \$105,000 LAW
Submitted in the List and Referred September 8, 2015.

87159,Amend.1 Paris Powell (Cushingberry) + \$2,944 to \$16,640 CITY COUNCIL
Submitted in the List for September 22, 2015; Placed on Consent Agenda; Approved with *WAIVER*

CHE-00303 Chenelle L. Willis (Cushingberry) \$4,840 CITY COUNCIL
Submitted in the List for September 22, 2015; Placed on Consent Agenda; Approved with *WAIVER*

2909757 Wolverine Solutions Group \$115,500 ELECTIONS
Submitted in the List for September 22, 2015; Moved to New Business and Approved

Reported by the Neighborhood and Community Services Committee:

2908597 W-3 Construction Co. (Butzel & Williams) \$2,446,717.09 RECREATION
Submitted in the List and Referred September 8, 2015.

87277 Mark Weldon (Coca-Cola Fitness) \$2,400 RECREATION
Submitted in the List and Referred September 8, 2015.

87421 Walter Hardman (Coca-Cola Fitness) \$2,400 RECREATION
Submitted in the List and Referred September 8, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 22, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 22, 2015 and **APPROVED***

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

2555944,Amend.3 Bishop Real Estate (Lease, 14655 Dexter) + \$669,950 to \$7,336,175 POLICE
Submitted in the List for the Recess Week of August 10, 2015 and Held.

87341 Ronald Fleming (Ex. Protection, Mayor) \$94,500 POLICE
Submitted in the List for the Recess Week of Aug. 10, 2014 and Held; Approved with *WAIVER*.

2884809,Amend.2 Institute for Population Health + \$396,220 to \$14,752,220 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015 and Held; Approved with *WAIVER*.

2884810,Amend.2 Institute for Population Health + \$164,004 to \$7,460,825 HEALTH & WELL.
Submitted in the List for Recess Week of Aug. 17, 2015 and Held; Approved with *WAIVER*.

2906609,Conf.Req. Motor City Electric \$371,709.34 POLICE
Submitted in the List for the Recess Week of Aug. 17, 2015; Contract Amount corrected.

2913193 Target Solutions \$61,125 FIRE
Submitted in the List for the Recess Week of Aug. 31, 2015 and Held.

2865739,Purch.Increase Qualified Abatement + \$40,782 BUILD.SAFE.ENG.&ENV.
Submitted in the List and Referred July 28, 2015.

2865134,Renew J & B Medical Supplies \$10,500 FIRE
Submitted in the List and Referred July 28, 2015.

2895811,Amend.1 SE Mich. Health Association \$75,000 HEALTH & WELLN.
Submitted in the List and Referred July 28, 2015; Approved with *WAIVER*.

87292 Marilyn Berkley (Animal Control) \$97,000 POLICE
Submitted in the List and Referred July 28, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 22, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 22, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: *continued*

2830398,Amend.2	Detroit Building Authority	+ \$650,000 to \$2,100,000	PUB.WORKS
Submitted in the List and Referred July 28, 2015.			
2910810	Bob Maxey Ford	\$59,227.69	TRANSPORTATION
Submitted in the List and Referred July 14; Approved July 21, 2015; Correction Referred July 28, 2015			
2898443,Renew	Hercules & Hercules	\$33,500	PUBLIC WORKS
Submitted in the List and Referred September 8, 2015.			
2912340,Revenue	Red Metal Recycling	\$34,000	PUBLIC WORKS
Submitted in List and Referred as No. 2907090; Approved July 28, 2015; Correction to Contract Number Referred Sept. 8, 2015.			
2914367, QOL Fund	Motorola Solutions	\$7,499,999	POLICE
Walked-on to Committee Sept. 21, 2015; Moved to New Business			

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of September 22, 2015, and requested to be **REFERRED BACK to Committee.***

Reported by the Public Health and Safety Committee:

2886496,Amend.1	Ramona H. Pearson	+ \$137,875 to \$487,875	HEALTH & WELL.
Submitted in the List of the Recess Week of August 3, 2015; <i>Committee approved 9-14-15.</i>			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 22, 2015

Page 4

*The following contracts were **REFERRED** on September 22, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

2911783	Plante & Moran	FINANCE
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Referred to Internal Operations Committee:

87288	Tony S. Rumph	GENERAL SERVICES
REB-00470	Rebecca Christensen	MAYOR'S OFFICE

Referred to Neighborhood and Community Services Committee:

87283	Steve Hodges (Coca-Cola)	RECREATION
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Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2912914,Revenue	Center for Innovations	AIRPORT
2912085,Lease	MBPIA Title Holding Corp	HEALTH & WELLNESS
UNI-00342	Robert B. Dunne (EMS-Med.Dir)	FIRE
UNI-00344	Marlo Pryzbyiski (Communica.)	FIRE
KEI-00487	Keith Pendell Hutchings	MUNICIPAL PARKING

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of September 22, 2015

Page 5

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees:

Planning and Economic Development Committee:

2896965,Amend.1 Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 PLAN & DEVELPT
Submitted in the List and Referred June 16, 2015; Waiting for Law Opinion on Ethics question

Public Health and Safety Committee:

2912044 Wayne County Registrar of Deeds \$120,000 PUBLIC WORKS
Submitted in the List for the Recess Week of Aug. 10, 2015.

2912431 Heritage Crystal Clean \$121,500 TRANSPORTATION
Submitted in the List for the Recess Week of Aug. 17, 2015; *Committee approved 9-21-15.*

2912468,Conf.Req. Randy Lane \$31,058 TRANSPORTATION & PARKING
Submitted in the List for the Recess Week of Aug. 24, 2015; *Committee approved 9-21-15.*

2909352 Industrial Door and Weatherstrip \$220,000 TRANSPORTATION
Submitted in the List and Referred September 8, 2015; *Committee approved 9-21-15.*