



CITY OF DETROIT, FINANCE DEPARTMENT
OFFICE OF CONTRACTING AND PROCUREMENT

**HUD SECTION 3 COMPLIANCE ACKNOWLEDGMENT AND
INTENT TO COMPLY**

Submitted by:

Name of Owner/Developer: _____

Address: _____

E-mail: _____ **Telephone:** _____

Contact Name: _____ **Title:** _____

Name of General Contractor: _____

Address: _____

E-mail: _____ **Telephone:** _____

Contact Name: _____ **Title:** _____

I. **Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR 135**

HUD Section 3 promotes local economic development, neighborhood economic improvement, and individual self-sufficiency by ensuring employment and other economic opportunities generated by certain HUD financial assistance are directed to low-income persons and businesses which hire them.

HUD Section 3 requirements apply to projects receiving in excess of \$200,000 in federal assistance for housing construction, re-construction, conversion, rehabilitation, de-construction, demolition, or public construction and apply to contractors and sub-contractors when any contract or subcontract exceeds \$100,000 for a project in excess of \$200,000.

II. **General Statement**

_____, as the
OWNER/DEVELOPER, and

_____, as the GENERAL
CONTRACTOR are committed to comply with the HUD Section 3 Act, the Section 3 regulations, and the City of Detroit HUD Section 3 requirements. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to HUD Section 3 Business Concerns, and to provide employment and training to HUD Section 3 residents and eligible individuals.

III. **HUD Section 3 Compliance Goals**

Employment and Training:

To demonstrate compliance with HUD Section 3 regulations, it is desirous to employ HUD Section 3 residents or eligible individuals as 30% of the aggregate number of new hires and to provide training to those new hires. We agree to provide information regarding existing employees and projected hiring needs as a part of the City of Detroit HUD Section 3 Compliance Plan when submitting proposals for HUD covered contracts.

Contracting:

To demonstrate compliance with HUD Section 3 regulations, the City of Detroit shall award at least 10% of the total dollar amount of all HUD Section 3 covered contracts for building trades work to HUD Section 3 Business Concerns and at least 3% of the total dollar amount of all other HUD Section 3 covered contracts for non-construction purposes (i.e., professional services). As the Owner/Developer/General Contractor, we

agree to award sub-contracts at least 10% of the total dollar amount for building trades work to HUD Section 3 business concerns and at least 3% of the total dollar amount for non-construction work to HUD Section 3 business concerns.

IV. HUD Section 3 Business Concerns¹

City of Detroit Certified HUD Section 3 Business Concerns receive a preference in HUD contracting opportunities for a three-year tenure. Re-Certification is required every three years. If you would like information, you are encouraged to visit the HUD Section 3 Business Registry web site. The City of Detroit, Housing and Revitalization Department, HUD Section 3 Business Concerns Certification process is under administrative review. A determination will be made regarding the re-activation of the City of Detroit, HUD Section 3 Business Concerns Certification process.

V. HUD Section 3 Clause

The following contract provisions, 24 CFR 135.38 (A-G), are required to be included in all solicitations for HUD Section 3 Covered Contracts. These provisions must be included in all contracts executed by the City of Detroit as well subsequent contracts executed by Contractors, Sub-contractors and any party where HUD Section 3 covered funds are utilized:

A. 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. 1701u (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.

B. 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 impediments that would prevent them from complying with the Part 135 regulations.

C. 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 minimum number and job titles subject to hire, availability of apprenticeship and training

¹ If you would like to check your eligibility as a HUD Section 3 Business Concern, visit the City of Detroit, Finance Department, Office of Contracting and Procurement web page. Determine your business concern's eligibility by completing the online HUD Section 3 Business Concerns worksheet.

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. 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.

E. 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.

F. 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.

G. 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 this provision 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).

VI. **Withholding Certification**

A withholding of up to 10% of the contract may be assigned to ensure HUD Section 3 compliance. The exact percentage of the withholding is based on the contract value. The withholding will be affected as an advance withholding to ensure compliance or where a Contractor fails to make good faith effort to comply with their HUD Section 3 obligations outlined in their City of Detroit HUD Section 3 Compliance Plan. Withheld portions will be released upon confirmation of the HUD Section 3 compliance. Failure to comply with HUD Section 3 requirements may result in the Office of Contracting and Procurement implementing termination of contract, penalty, and sanctions including withholding of payments, suspension from contracting with the City of Detroit for up to three years, probationary status, a withholding of up to 10% of contract contributed to City of Detroit HUD Section 3 Education, Training, and Implementation Fund, and/or debarment.

if awarded a HUD funded contract, I will a) insert the HUD Section 3 Clause language into all HUD Section 3 covered contracts and subcontracts b) submit and implement, to the greatest extent feasible, a City of Detroit Section HUD Section 3 Compliance plan which will form part of our contractual obligations to the City of Detroit c) submit all required employment and contracting documentation; and d) take affirmative actions to comply with all HUD Section 3 notification, information, attain and report monthly efforts toward achieving established HUD Section 3 hiring and contracting compliance goals and reporting obligations.

<p>OWNER/DEVELOPER: _____ (Print/type name)</p> <p>By: _____</p> <p>Date: _____</p> <p>_____ (Signature and title)</p>
<p>GENERAL CONTRACTOR: _____ (Print/type name)</p> <p>By: _____</p> <p>Date: _____</p> <p>_____ (Signature and title)</p>



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*National Consulting Services LLC
400 Renaissance Center, Suite 2600
Detroit, MI 48243
Phone: (313) 271-9530
Email: ncsdetroit@gmail.com*

Section 3 Compliance Plan

National Consulting Services, LLC is not currently hiring any new employees. If new employment options become available we will follow Section 3 compliance guidelines in hiring new employees. Our plan would be as follows:

Under the City of Detroit Section 3 Program, contractors and subcontractors are required to: Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- a) Category 1 – Section 3 Resident Residents of the housing development or developments for which the contract shall be expended.
- b) Category 2 – Section 3 Resident Residents of other housing developments managed by the housing authority of the City of Detroit.
- c) Category 3 – Section 3 Resident Participants in HUD Youth build program being carried out in the project boundary area.
- d) Category 4 – Section 3 Resident Residents of Section 8 of the Detroit Housing Authority as well as all other residents residing in the City of Detroit who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
- e) Category 5 – We will post signs, and place ads in local newspapers, and distribute flyers.

We will notify the City of Detroit Section 3 Coordinator of our interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that the individuals are not involved in any legal proceedings against or with the City of Detroit.

Once a Section 3 employee is hired we will document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the City of Detroit Section 3 Coordinator. We will immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants. We will immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. We will provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted. We will provide annual reports to the Section 3 coordinator as required.

National Consulting Services will not be hiring any subcontractors. If the need to hire a subcontractor arises, the subcontractor will follow the Section 3 guidelines as follows:

All subcontractors with a contract of \$100,000 or more are required to submit a completed Section 3 Compliance Packet to the General Contractor, who in turn will submit the entire package to Section 3 of Compliance and Monitoring Division for review and approval. Review comments will be made available to both the developer and contractor within 10 days of the receipt of the documents. In completing the Compliance Packet the contractor and subcontractor will have provided the following information:

1. Identification of the project area
2. Certification of compliance to the Section 3 policy and regulations (24 CFR part 135).
3. Agreement to following preference rules and complete competitive bidding and to meet the numerical goals by providing training, employment, and contracting opportunities to Section 3 individuals and businesses.
4. Specific information about the current workforce.
5. Firm commitment to include as part of all bids, the Bid Tabulation and Section 3 Utilization Plan (once approved by the City of Detroit).
6. Provide the Permanent Employee List and Request for Contractor Clearance for each contractor and subcontractor.
7. Firm commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses of hiring opportunities using site signage, flyers, etc.

CITY OF DETROIT, OFFICE OF THE CHIEF FINANCIAL OFFICER

OFFICE OF CONTRACTING AND PROCUREMENT

REQUIRED HUD SECTION 3 COMPLIANCE PLAN SUPPORTING EVIDENCE FOR ELIGIBLE INDIVIDUALS

Federal oversight for HUD Section 3 compliance is provided by the U.S. Housing and Urban Development (HUD)
Fair Housing and Equal Opportunity

HUD SECTION 3 INCOME ELIGIBLE RESIDENT (3-YEAR TENURE WITH SELF-CERTIFICATION)

SUPPORTING EVIDENCE DOCUMENTS ARE REQUIRED FOR HUD EACH SECTION 3 INCOME ELIGIBLE INDIVIDUAL. ATTACH ITEMS AND CHECK APPROPRIATE BOXES BELOW.

MUST INCLUDE PHOTOCOPY OF DRIVER'S LICENSE OR STATE PICTURE IDENTIFICATION CARD AND:

- COPY OF W-2 FORMS, IRS 1099s
- OR, PREVIOUS YEAR'S (HOUSEHOLD) INCOME TAX RETURNS (Eligibility period: Previous years, 2014, 2015, 2016)
- OR, COPY OF PAYMENT STUB OR EMPLOYEES' GROSS INCOME CHECK STUB INDICATING FREQUENCY AND YEAR TO DATE (Eligibility period: Previous years 2014, 2015, 2016)
- OR, COPY OF EVIDENCE FOR HOUSEHOLD'S PUBLIC ASSISTANCE: COPY OF LEASE, COPY OF RECEIPT OF PUBLIC ASSISTANCE, OR COPY OF PARTICIPATION IN PUBLIC ASSISTANCE PROGRAM
- OR, INDIVIDUAL HUD SECTION 3 CERTIFICATION (Eligibility period: Previous years 2014, 2015, 2016)
- OR, OTHER EVIDENCE (SPECIFY): _____

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- OR, INDIVIDUAL HUD SECTION 3 CERTIFICATION (Eligibility period: Previous years 2013, 2014, 2015)
- OR, OTHER EVIDENCE (SPECIFY): _____

O'SHEA PARK AND DAD BUTLER PARK IMP.

General Decision Number: **MI170101 02/24/2017 MI101**

Superseded General Decision Number: **MI20160101**

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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017
3	02/17/2017
4	02/24/2017

ASBE0025-002 06/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.51	31.04

BOIL0169-001 01/01/2014

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

BRMI0001-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 33.02	20.38
TILE FINISHER.....	\$ 26.65	18.21
TILE SETTER.....	\$ 33.00	18.21

O'SHEA PARK AND DAD BUTLER PARK IMP.

CARP0687-003 06/01/2016

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 31.16	26.56

CARP1045-001 06/01/2016

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 28.00	23.02

CARP1102-002 06/01/2013

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

ELEC0058-001 07/03/2016

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring and Installation of Alarms)		
Installer.....	\$ 24.25	12.38
Technician.....	\$ 33.08	10.91
ELECTRICIAN.....	\$ 38.73	22.05

ELEV0036-002 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.82	31.585

ENGI0324-017 06/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.64	22.90
GROUP 2.....	\$ 38.14	22.90
GROUP 3.....	\$ 36.64	22.90
GROUP 4.....	\$ 36.34	22.90
GROUP 5.....	\$ 35.52	22.90
GROUP 6.....	\$ 34.66	22.90

O'SHEA PARK AND DAD BUTLER PARK IMP.

GROUP	7.....	\$ 33.69	22.90
GROUP	8.....	\$ 31.98	22.90
GROUP	9.....	\$ 23.64	22.90

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 06/01/2015

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL.....	\$ 33.78	27.84

IRON0025-022 04/01/2014

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

LABO0259-002 08/01/2016

O'SHEA PARK AND DAD BUTLER PARK IMP.

	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls & Ceilings).....	\$ 27.50	13.22

LABO0334-005 06/01/2015

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

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 06/01/2016

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 24.10	20.27

PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

PAIN0357-002 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 30.05	18.10

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day;

O'SHEA PARK AND DAD BUTLER PARK IMP.

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 06/01/2016

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 38.87	27.23

PLUM0636-003 06/06/2016

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 39.91	27.15

ROOF0149-001 06/01/2014

	Rates	Fringes
ROOFER.....	\$ 29.10	20.83

SFMI0704-001 01/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.25	22.42

SHEE0080-004 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 37.24	26.56

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* TEAM0247-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 25.94	0.60+a
GROUP 2		
Semi.....	\$ 26.09	0.60+a
GROUP 3		
Lowboy.....	\$ 26.19	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. \$418.45 per week, plus \$62.00 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.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

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violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

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these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

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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

BID BOND CITY OF DETROIT	CONTRACT NO.
PRINCIPAL	DATE OF BID
SURETY	DATE BOND EXECUTED

AMOUNT OF BOND (Express in words and figures)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Principal above named has submitted to the City of Detroit, Michigan, a municipal corporation, hereinafter called the City, a proposal or bid, dated as shown above, on the above numbered contract.

NOW, THEREFORE, We, the Principal and Surety, bind ourselves to the City in the amount of the bond stated above, that if the above proposal is accepted, the Principal will promptly enter into contract in accordance with the proposal, otherwise the Principal and/or Surety will pay the amount stated above unto the City of Detroit as liquidated damages. SIGNED AND SEALED on the date indicated above.

In Presence of: Witness

Individual Principal

1. _____ as to _____ [L.S.]
2. _____ as to _____ [L.S.]
3. _____ as to _____ [L.S.]
4. _____ as to _____ [L.S.]

Attest:	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
TITLE		
Attest:	CORPORATE SURETY	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
TITLE		

Form C of D-169-90 (Rev. 10-67)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary
of the corporation named as principal in the within bond; that _____
who signed the said bond on behalf of the principal, was then _____ of said
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed,
and attested for and in behalf of said corporation by authority of its governing body.

(CORPORATE)
(SEAL)

Instructions

1. This form shall be used wherever a Bid Bond is required. There shall be no deviation from this form except as authorized by the Legal Department of the City of Detroit.
2. The surety on the bond may be any corporation licensed by the State of Michigan to act as surety and satisfactory to the City of Detroit.
3. The name, including full christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bonds as individuals.
5. If the principal as well as the surety is a corporation, the name of the state in which each is incorporated, shall be inserted in the spaces provided therefor, and said instrument shall be executed and attested under corporate seal for each as indicated on the form.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)

_____, a _____
(complete name of corporation) (state of incorporation)

_____ 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 _____, 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 of 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
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ 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 the foregoing Contract 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 _____ day of _____, 20____.
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 PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

I, _____, a Manager or Member of
(name of manager)
_____, L.L.C. a limited liability company (the "Company"), **DO HEREBY**
(name of company)

CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

IN WITNESS THEREOF, I have set my hand this ____ day of _____, 20 _____.
COMPANY SEAL
(if any)

Manager or Member

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

PARTNERSHIP
CERTIFICATE OF AUTHORITY

I, _____, A General Partner in _____
(name of general partner)

a _____ County, _____ Partnership ("the Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to
a Partnership Agreement dated _____, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on _____

and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the name
and on behalf of the Partnership, 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 a general partner shall be conclusive evidence of
such approval."

FURTHER, I CERTIFY that the following persons are General Partners:

FURTHER, I CERTIFY that any of the aforementioned General Partners of the
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and the above-
referenced partnership that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 _____.

CORPPORATE SEAL
(if any)

General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A**

PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.

UNINCORPORATED ASSOCIATION
CERTIFICATE OF AUTHORITY

I, _____, Secretary of _____,
(name of association secretary)

an unincorporated association (the "Association"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full
(date of meeting)

Force and effect:

"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 Association and under its Association 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
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

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

Association Secretary

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

REFERENCE FORM

FILE NO.

Name of Reference
(Company Name)

Contact Person Title

Phone No. Fax No.

E-mail address

Dates of Service to

Description of Services Provided:

Make copies of this form as necessary

**GENERAL CONDITIONS
REVISED JULY 2015**

1. PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.

Vendors must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Vendors who perform work without a valid contract or purchase order will not be paid.

2. QUOTATIONS/PROPOSALS

Bidders MUST electronically submit the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Failure to submit will be grounds for rejection.

3. RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the above referenced products and/or services from the contractor, and the contractor is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

4. COMPLIANCE WITH LAWS

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.

The contractor shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

5. BONDS AND INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Council. If cause is found to change the recommendation that your company be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

6. INVOICING

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice (s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- 6.1 Price on invoice must correspond to the pricing listed on purchase order and/or contract.

- 6.2 Contractor must submit price lists in accordance with bid requirements.
- 6.3 Original invoice must be submitted to the appropriate City of Detroit Account's Payable Section.
- 6.4 Copy of invoice must be submitted to the Accounts Payable personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Office of Contracting and Procurement the name and phone number of the contact person responsible for processing payment.

7. PROTECTION OF WORK, PERSONS, AND PROPERTY

During performance and up to date of final acceptance, the contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The contractor shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

8. CLEARANCES

The successful vendor will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies have been attached to this RFQ. Please fill them out completely and return them to the respective agencies by mail, fax, or dropping them off to the individual offices. It is the Vendor's responsibility to obtain clearances. Approved clearances are not required to submit the bid, but will be required of the successful vendor prior to City Council approval.

9. NON-DISCRIMINATION CLAUSE

In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

10. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

11. PRICES QUOTED/CASH DISCOUNTS

Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

12. SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

13. SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

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

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

14. RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the BidSync System prior to the date and time specified on the face of this bid package. Late bids cannot be accepted. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the bidder.

15. WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

16. AWARD

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 15-00, forbids the award of any Contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may contact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.

All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 15-00) which provides for purchasing and disposition of property consistent with the City Charter.

17. START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

18. INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

19. SUBCONTRACTING

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

20. ASSIGNMENT

A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Purchases Agent for proper procedure.

21. DEFAULT

Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.

22. DAMAGES FOR BREACH OF CONTRACT

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 enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off 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 will remain liable for any damages the City sustains in excess of set-off.

If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.

The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

23. TERMINATION

The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days' notice.

24. TERMINATION OF CONTRACT

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

25. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit employees' payroll records to verify labor charges upon 72 hours' notice.

The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement shall be retained by the Contractor during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

26. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Contractor shall hold the City harmless with respect to any damages arising from any violations of same 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 subcontractors comply with all applicable laws and regulations.

27. INDEMNITY

The Contractor agrees to save harmless the City 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), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortuous acts or any failure by the Contractor to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Contractor, the City of Detroit and any negligent or tortuous errors or omissions attributable to the Contractor, its subcontractors or Agents.

28. CONFLICT OF INTEREST

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

The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

29. ADDRESSES

Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.

30. TAXPAYER IDENTIFICATION NUMBER

Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number in use by the City, Contractor's new taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the information required, may be deemed an event of default at the sole discretion of the City.

31. SETOFF

In addition to Contractor's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor.

The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contract. The City will provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the Contract/Purchase Order.

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

«Company Name»

CONTRACT NO.

«contract number»

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and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

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

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

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

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

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

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

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

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

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

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

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

Article 2: Engagement of Contractor

- 2.01 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.
- 2.07 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.

Article 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 Contact shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
 - b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
 - c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
 - d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
 - e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- 3.03 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.
- 3.04 That any Technology that it is provided to the City shall:
- a) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - b) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4: Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on «contract expir».
- 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 Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

- 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.

Article 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.

Article 6: Contractor Personnel and 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 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.

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

Article 7: Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of _____ and _____/100 Dollars (\$«Contract Value»), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 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 City employee responsible for accepting performance under this Contract is:

(Name) _____
(Title) _____
(Address) _____
Detroit, Michigan _____ (ZIP Code) _____
Telephone: (313) _____
Facsimile: (313) _____

The City employee from whom payment should be requested is:

(Name) _____
(Title) _____
(Address) _____
Detroit, Michigan _____ (ZIP Code) _____
Telephone: (313) _____
Facsimile: (313) _____

Article 8: Maintenance and Audit of Records

- 8.01 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 three (3) years after the Contract completion date.
- 8.02 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.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9: Indemnity

9.01 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; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10: Insurance

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

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual	\$1,000,000.00 combined single limit for bodily injury and property damage

liability insurance under Michigan
no fault insurance law)

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11: Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract 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 tenth 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 Article 11 shall be in addition to any and all other legal or equitable remedies permissible.
- 11.03 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.
- 11.04 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.
- 11.05 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.

Article 12: Assignment

- 12.01 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.

Article 13: Subcontracting

- 13.01 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.
- 13.02 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.
- 13.03 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.

- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 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.

Article 14: Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 15: Confidential Information

- 15.01 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 not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 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.

Article 16: Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 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.

Article 17: Office of Inspector General

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

Article 18: Amendments

- 18.01 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.
- 18.02 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.
- 18.03 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

Article 21: Proprietary Rights and Indemnity

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 21.07 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.

Article 22: Force Majeure

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. 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.

Article 23: Waiver

- 23.01 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.
- 23.02 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.
- 23.03 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.

Article 24: Miscellaneous

- 24.01 If this contract is grant funded, this contract is governed by the terms and conditions of the grant agreement. See the full terms and conditions of the grant are included with this contract.
- 24.02 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.03 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this

Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

- 24.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 24.07 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 24.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.09 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.
- 24.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 24.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 24.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

Article 25: Invoice Submission and Payment

- 25.01 All suppliers **must** register in the iSupplier Portal and be set up for ACH (wireless payment) in order to receive payment.
- 25.02 All invoices must be submitted electronically through the iSupplier Portal with the Purchase Order number referenced in order to receive payment.
- 25.03 Failure to register in iSupplier and submit invoices in iSupplier may result in loss of contract or suspension.

Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

(Signatures appear on next page)

Signature Page

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

City of Detroit:

«Contract Location» Department:

Contractor:

By: _____
Name

By: _____
Name

Title

Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

THIS CONTRACT WAS APPROVED
BY FRC ON:
(if FRC approval is not required, leave blank)

Date

Date

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

Chief Procurement Officer Date

Corporation Counsel Date

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

EXHIBIT A: SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on «Effective Date» and shall terminate on «contract Expir» The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description «Contract Description»

Project Objective

Project Schedule

Project Materials

Project Coordination

Project Location

Project Deliverables

EXHIBIT B: FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of ~~XXX~~ Thousand and 00/100 Dollars (\$ «Contract Value»), for the term of this Contract as set forth in Exhibit A, Scope of Services.

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

II. Project Fees

The following chart outlines the costs for this project:

III. Project Billing

EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

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

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

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

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

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

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

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

(EXHIBIT C - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

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

Sign name: _____

Print name: _____

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

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

Question and Answers for Bid #17BW863 - O'Shea and Butler Park Improvements

Overall Bid Questions

Question 1

Please confirm pre-bid conference to be held Friday, March 24, 2017 at 10:00 am. (Submitted: Mar 21, 2017 10:13:06 AM EDT)

Answer

- The Mandatory Pre-Bid Conference is scheduled for Friday, March 24, 2017 at 10:00 a.m. at the Coleman A. Young Municipal Center, Suite 1008, Detroit, MI 48226 (Answered: Mar 22, 2017 4:58:52 PM EDT)

Question 2

Federal Prevailing Wages have not been attached to the bid documents. Please provide the wages to be used in this project. (Submitted: Mar 23, 2017 11:45:02 AM EDT)

Answer

- Answer 1: Please find the Wage Determination for this project provided in the Documents section on BidSync

Question 2: Will the playground at O'Shea need to pass certification by a CPSI (Certified Playground Safety Inspector) upon completion of the repair work?

Answer 2: No, the entire playground will not need to pass certification upon completion of the repair work. However, all repair work as noted in the scope item "Playground Repairs" and in the Little Tikes quote will need to be performed by a certified playground installer. The work to repair these individual components should bring them into compliance with CPSI safety codes and a letter will be required from the installer regarding proper installation.

Question 3: Will there be repair work required for the PIP rubber surfacing at O'Shea?

Answer 3: Yes, repairs to the PIP rubber surfacing will be required, but only where footings need to be removed/replaced and at any other areas disturbed by the contractor/installer during construction.

Question 4: Will there be an additional Alternate for the work to replace the PIP rubber surfacing with EWF surfacing?

Answer 4: No, there will not be an alternate issued for the replacement of the PIP rubber surfacing with EWF surfacing. (Answered: Apr 4, 2017 10:25:12 AM EDT)