



**Greater Corktown
Comprehensive Neighborhood
Framework Plan
REQUEST FOR PROPOSALS
December 2018**



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DETROIT ECONOMIC GROWTH ASSOCIATION, staffed by THE DETROIT ECONOMIC GROWTH CORPORATION

Greater Corktown Comprehensive Neighborhood Framework Plan

PURPOSE:

This RFP is being issued for the purpose of soliciting proposals from interested and qualified professional Consulting Firm(s) to develop a Comprehensive Neighborhood Framework Plan for the Greater Corktown planning area in Detroit, Michigan. The framework must be developed through an inclusive participatory planning process while incorporating feedback generated by the City of Detroit Planning & Development staff. A successful plan will provide the City with short-and-long term actionable strategies which will strengthen and support the neighborhoods and commercial corridors located within the planning area and provide higher quality of life outcomes for its residents. The plan must integrate the various studies that have been previously completed within the neighborhood and develop a strategic vision that captures the impending redevelopment at the Michigan Central Train Terminal site. It is the intent of the DEGA to receive proposals and to enter into a professional services agreement (the "Agreement") with the Consultant.

Release Date	Friday, December 21st, 2018
Pre-Bid Conference	Wednesday, January 9th, 2019 @ 3:30 P.M. EST DETROIT ECONOMIC GROWTH CORPORATION 500 GRISWOLD, ST 2200 DETROIT, MI 48226
Question Deadline	Thursday January 11th, 2019 @ 4:00 P.M. EST All questions must be submitted in writing to the Planning & Development Department at: (<i>schroncek@detroitmi.gov</i>)
Response to Questions	Monday, January 14th, 2019 @ 4:00 P.M. EST
PROPOSAL DUE DATE	Thursday, January, 31st, 2019 by 3:30 P.M. EST TEN (10) PRINTED and ONE (1) DIGITAL COPY of PROPOSAL MUST BE SUBMITTED to: DETROIT ECONOMIC GROWTH ASSOCIATION C/o Kaci Jackson 500 GRISWOLD, ST 2200 DETROIT, MI 48226

PROPOSALS MUST BE SUBMITTED VIA THE DEGA AT OR PRIOR TO THE EXACT DATE AND TIME INDICATED ABOVE. LATE PROPOSALS SHALL NOT BE ACCEPTED. PROPOSALS SUBMITTED BY COURIER OR USPS MUST BE DELIVERED AND TIME STAMPED PRIOR TO DUE DATE.

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1. INTRODUCTION AND VISION, GUIDING PRINCIPLES

INTRODUCTION

The City of Detroit through the Detroit Economic Growth Association (DEGA) is seeking Request for Proposals (RFP) from qualified firms to develop a *Comprehensive Neighborhood Framework Plan for Greater Corktown* in Detroit, Michigan. The Framework area covers approximately 1.40 square miles and incorporates the historic Corktown neighborhood, North Corktown, and adjacent communities, particularly Hubbard Richard. Our objective is to engage residents to create a unified framework that recognizes the great potential for inclusive growth of Detroit's oldest established neighborhood, while preserving the community's unique character, cultural heritage and integrity.

Inclusive of this plan will be engagement and a set of program development guidelines directly relating to the deployment of dollars associated with the recently completed community benefits ordinance (CBO) process completed by the Ford Land/Ford Motor Company for their investment project that includes the renovation of the Michigan Central Station. This CBO process resulted in a \$2.5 million contribution to the City of Detroit's Affordable Housing Leverage fund to create or preserve 200 units of affordable housing within the defined impact area and \$2.5 million to the Strategic Neighborhood Core City Fund for improvements to parks, streetscapes, small business development, and a community set-aside fund (with an initial contribution of \$750,000). The City of Detroit seeks to engage Impact Area residents to understand how to best utilize these dollars received via the community benefits process. In addition, the City of Detroit seeks a qualified team to assist the Impact Area Residents and the City of Detroit to establish a business model to manage, grow, and deploy the community set aside fund.

DEGA will be the contract administrator. The City of Detroit Planning & Development will act as the project manager to lead the framework planning process.

GUIDING PRINCIPLES

Proposals and plans shall exhibit a strong track record of inclusive community engagement practices and methods, sound urban design principles, and forward thinking neighborhood development strategies that values growth inclusive of the existing population and neighborhood businesses. Section 5 of the RFP identifies the detailed engagement, planning, and technical analyses to be undertaken to recommend implementable strategies to achieve the redevelopment goals for the Greater Corktown study area.

The planning principles for an inclusive and vibrant framework plan will:

1. Support Greater Corktown as a vibrant, mixed-use district that honors the vision of residents and stakeholders

- Provide cohesive and interactive mixed-use development guidelines which encourage housing and commercial space (office, retail) through appropriate urban design.
- Identify housing opportunities to create density along appropriate corridors within Greater Corktown.

2. Build an inclusive community

- Offer diverse residential stock and density at a variety of price points, with a mix of ownership and rental options, and a balance of market rate and affordable units.

3. Spur investment

- Increase the rate of development to allow the district to quickly achieve its full potential, while balancing expectations of open space preservation.
- Introduce strategic infrastructure enhancements to encourage new investment and housing density in targeted areas throughout Greater Corktown.

4. Facilitate a healthy active living environment through connectivity

- Encourage walking and biking through the development of an enhanced parks and public space network.
- Identify needed improvements along priority pedestrian corridors and bicycle routes.

5. Diversify transportation options

- Connect transit systems which will foster both economic activity and mobility (e.g., taxi, shuttles, rail, bus, and bike).

6. Engage the community

- Incorporate inclusive design to capture the interests of the current stakeholders, project future uses, and acknowledge cultural and historic significance.
- Work with the Department of Neighborhoods to ensure community engagement throughout the entire planning process, resolving concerns during planning and design.
- Work to capture the spirit of Corktown residents and stakeholders through various engagement methods, including mailed community surveys, community kiosks, meetings, and stakeholder interviews.

7. Promote environmental stewardship and community health

- Promote community environmental stewardship, health and sustainability - in the natural (i.e., wetlands, native plant species) and the built environment (i.e., storm water mitigation, LED lighting, renewable energies).
- Evaluate and mitigate the intersection of incompatible uses, including, but not limited to: truck traffic/ residential/ pedestrian, industrial/ residential.

8. Land Stewardship

- Recognize that public land is a valuable City asset and encourage responsible planning and proper management.
- Recommend land assembly strategies that incorporate the highest and best uses of the land for existing and future development or open space.

All designs and plans shall incorporate forward-thinking practices that promote social, economic and ecological sustainability, including but not limited to: increasing canopy cover; green infrastructure strategies that address stormwater management, drainage charge mitigation, microclimate mitigation, biodiversity and habitat; creating social spaces that could include greenways, priority walking streets, gathering places and routes for non-motorized mobility that provide a neighborhood amenity; with consideration of maintenance strategies.

THE FRAMEWORK VISION

The Framework shall include an implementation plan for Greater Corktown with a specific focus on *Urban Design* through zoning and landscape architecture; *Streetscape and Connectivity* through mobility, environment, and infrastructure; *Housing, Rehabilitation, and Economic Development*; and *Historic Preservation*. Recently the Ford Motor Company through their development company Ford Land, acquired the historic Michigan Central Terminal building and multiple adjacent properties. Ultimately, the Ford investment in Corktown will be the center of an autonomous vehicle research and development campus that will produce up to 5,000 jobs. Particular attention is needed in the Framework to understand the impact this project will have on Greater Corktown as a neighborhood, and the opportunities and challenges that are in association with the Ford investment. The goal is to understand how the City can better utilize its resources to preserve the existing neighborhood character, residents, and businesses, while developing new guidelines for growth that is anticipated over the next several years. How will the community be developed and what priority neighborhood amenities, connections, and open space improvements are desired by residents for improved the quality of life?

The City of Detroit is committed to advancing design excellence in all projects that create equity, sustainability, resilience, economic opportunity, and healthy living for those who live, work, and play within and around the designated planning area. The selected team will actively work with the City and the community to script a neighborhood development and implementation plan that will provide an actionable “road map” for the City to:

1. Transform vacant landscapes into productive, sustainable, and beautiful spaces for the community that will balance the anticipated growth and new development in the community;
2. Preserve and strengthen neighborhood assets within the planning boundary;
3. Improve economic opportunities, social vitality, and mobility within the neighborhoods and along commercial corridors;
4. Improve rental and homeownership options for the neighborhood; and
5. Develop a strategy for the deployment of Ford Community Benefit dollars, including a community managed fund.

The selected team shall grant full rights to the City of Detroit of all project material and shall deliver digital copies of all work produced by this scope of work on two portable hard drives.

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2. MINIMUM QUALIFICATIONS

DEGA and the City of Detroit's Planning & Development Department are requesting proposals from highly qualified firms or teams (Consultant Team) with multi-disciplinary expertise. Proposals will only be accepted from firms or teams that have recent experience on project(s) of similar or greater scope and complexity as the services requested in this RFP within the past five (5) years. References that verify project experience shall be provided.

- The City of Detroit, DEGA staff, and project stakeholders will review all submitted proposals to recommend a preferred Consultant Team. Participation in the Pre-Bid conference is highly recommended, but not mandatory.
- The City and DEGA expressly reserves the right to modify, and, or delete, any item(s) from the proposal it deems necessary prior to the issuance of an award.
- The City, DEGA, and qualified consultant team will negotiate a contract and scope of services for the execution of the Framework Plan. Failure to execute the contract and scope of services will result in the termination of any of the obligations identified under the RFP.
- Due to funding mechanisms associated with the award of this planning contract, if a contract is awarded, the contract for the scope of services will be released in two phases. The selected team would be awarded the work for the full planning scope, however a "Phase One" contract would be initiated at the onset of the project.

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3. TEAM QUALIFICATIONS

Successful respondents to this RFP must present a team of individuals with a diversity of skill sets in order to provide and manage all required areas of scope work. Some respondent firms may be multi-disciplinary enough to offer all of the necessary skills “in-house” however this structure is not encouraged; the requested scope of work and primary deliverable is complex and its end product will require expertise from multiple fields and sectors. The City strongly encourages respondents to consider inclusion of team members that represent the diversity of Greater Corktown, minority led, and/or otherwise have a substantive body of knowledge or experience with Detroit. The following is a detailed list of consultant team qualifications, organized by area of expertise:

3.1 Project Management

- Demonstrates organizational excellence, assessment of range of real estate development, housing rehabilitation, workforce development, infrastructure, planning issues, financial evaluation, and cross- sector leadership.
- Ability to oversee and manage efficient inter-agency processes and recruit stakeholders to facilitate timely decision making and project execution.
- Ability to manage budget and schedule, including identifying when and where requested services are outside the contract scope of work.
- The City encourages teams to include at least one local intern with interest in the areas of Architecture, Landscape Architecture, Engineering and Urban Planning or Design.

3.2 Community Engagement Partnership

- The ability to engage and partner with Local City agencies such as the Department of Neighborhoods.
- Extensive experience with integrating diverse communities into the planning process.
- Demonstrates effective and innovative outreach strategies such as community surveys, stakeholder interviews, text message surveys, and other community engagement touch points.
- Successful engagement in communities of color, low income, and/or depressed markets.
- Skill in researching and analyzing prior community planning documents and meeting with community stakeholders to establish implementation goals.
- Ability to develop unique strategies based on local goals, building community assets, improving quality of life, and supporting viable mixed-use neighborhoods.
- Ability to translate complex planning and engineering ideas and designs into informative and understandable presentations for a variety of audiences, as well as providing public presentations and exhibits in a variety of forums.
- Willingness to work with local groups that have established neighborhood relationships to achieve community engagement goals.
- Commitment to synthesizing citizen preferences with the City’s directives.
- Exemplary record of partnering with public agencies on similar projects and implementing robust community engagement strategies to reach goals.
- The City encourages teams to include a local artist with strong community ties.

3.3 Urban Planning and Design, Architecture, and Landscape Architecture Teams

- Consultant team(s) shall present professional qualifications and certifications, experience in developing master plans, design guidelines (including for sustainable, affordable, and market rate new or rehabilitated housing), and urban design visions for a comprehensive neighborhood framework for housing and the public realm, sustainable urban commercial development, and environmentally sustainable mixed-use development.
- Consultant team(s) shall demonstrate experience with technical design components such as infrastructure, alternative land uses (industrial, commercial, retail, institutional etc.), utilities, streetscape, and both transit-oriented and non-motorized design. They must also be able to identify physical assets worthy of preservation or adaptive reuse and have experience in deploying those strategies.
- Consultant team(s) shall have experience working with local municipal departments, especially relating to infrastructure improvements, parks, and public rights of way.
- Consultant team(s) must also have a strong record of robust inclusive design practices that integrate community feedback into the design process.
- Consultant team(s) shall illustrate experience with sustainable water features into streetscape projects landscape design, and public open space. Additionally, knowledge of landscape improvements such as urban reforestation, urban agriculture, and native landscapes.
- Consultant team(s) shall demonstrate a proven track record of developing connected networks of right of way improvements and streetscape improvements.

3.4 Professional with strong understanding of economic development, housing and vacant property reuse

- Team members demonstrate experience identifying successful opportunities and financial frameworks that support growth of existing businesses and/or attract new business and employment opportunities.
- Team members demonstrate experience developing linkages between economic development, housing and green space/energy uses, and have working knowledge of metrics for measuring the benefits of the infrastructure on economic development, housing and revitalization.

3.5 Architectural Historian, Historian, and Historical Architect Teams

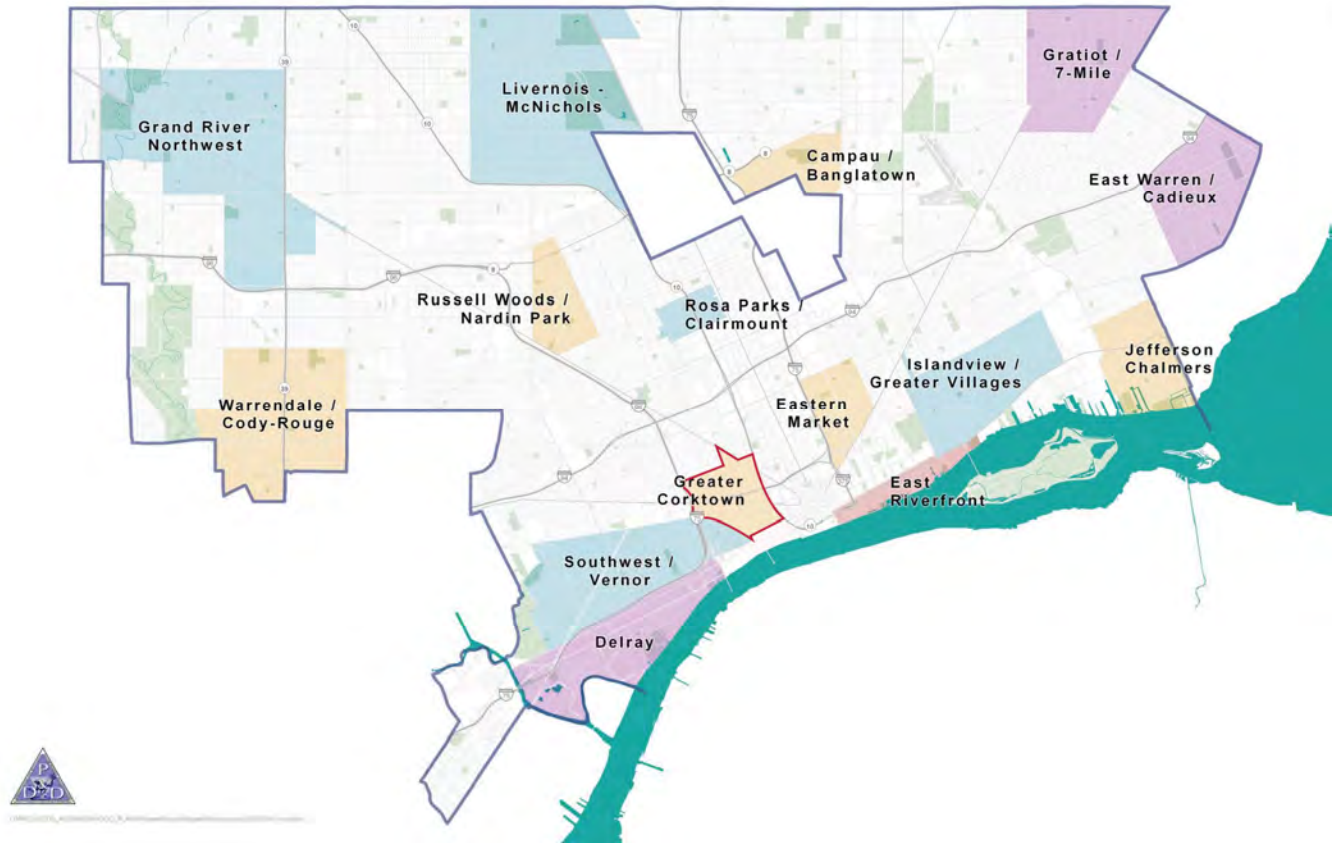
- Meet the 36 CFR 61 professional qualifications established by the National Park Service for architectural historian, historian, historical architect, or assign 36 CFR 61 qualified personnel to perform the services and/or supervise other staff.
- Ensure that all work complies with the U.S. Secretary of the Interior's Standards, Guidelines and Criteria developed for the National Register of Historic Places, and be familiar with the literature on Conservation Districts.
- Have proven experience in the application of research methodologies such as conducting oral history projects and/or ethnographic studies.
- Have proven experience in conducting primary source research, writing a historic context narrative, writing National Register of Historic Places nominations, and documenting and assessing 19th and 20th- century architectural resources.
- Have an understanding of Design Guidelines, including for affordable and market rate new or rehabilitated housing

- Have experience working with local municipal departments, shifting codes and zoning overlay guidelines.

3.6 Technical Surveying and Mapping Specialization

- Knowledge in performing preliminary assessments of historical use to indicate potential soil contamination.
- Demonstrated expertise and mapping proficiency with GIS and supporting graphic software to produce parcel level maps that show information; such as but not limited to: property ownership, zoning, site condition, vacancy and use; create additional layers to show topography, flow, and soil surveys.
- The City will provide access to existing data sets on parcel information and any supportive digital models and maps, as needed and necessary as a springboard to scope work. Geographic information provided by the City shall not be used as the sole authority for geographical information; therefore, the City will not be liable for any errors and omissions that may occur. It shall be the responsibility of the design team to validate geographical and site information.

4. NEIGHBORHOOD CONTEXT & BOUNDARIES

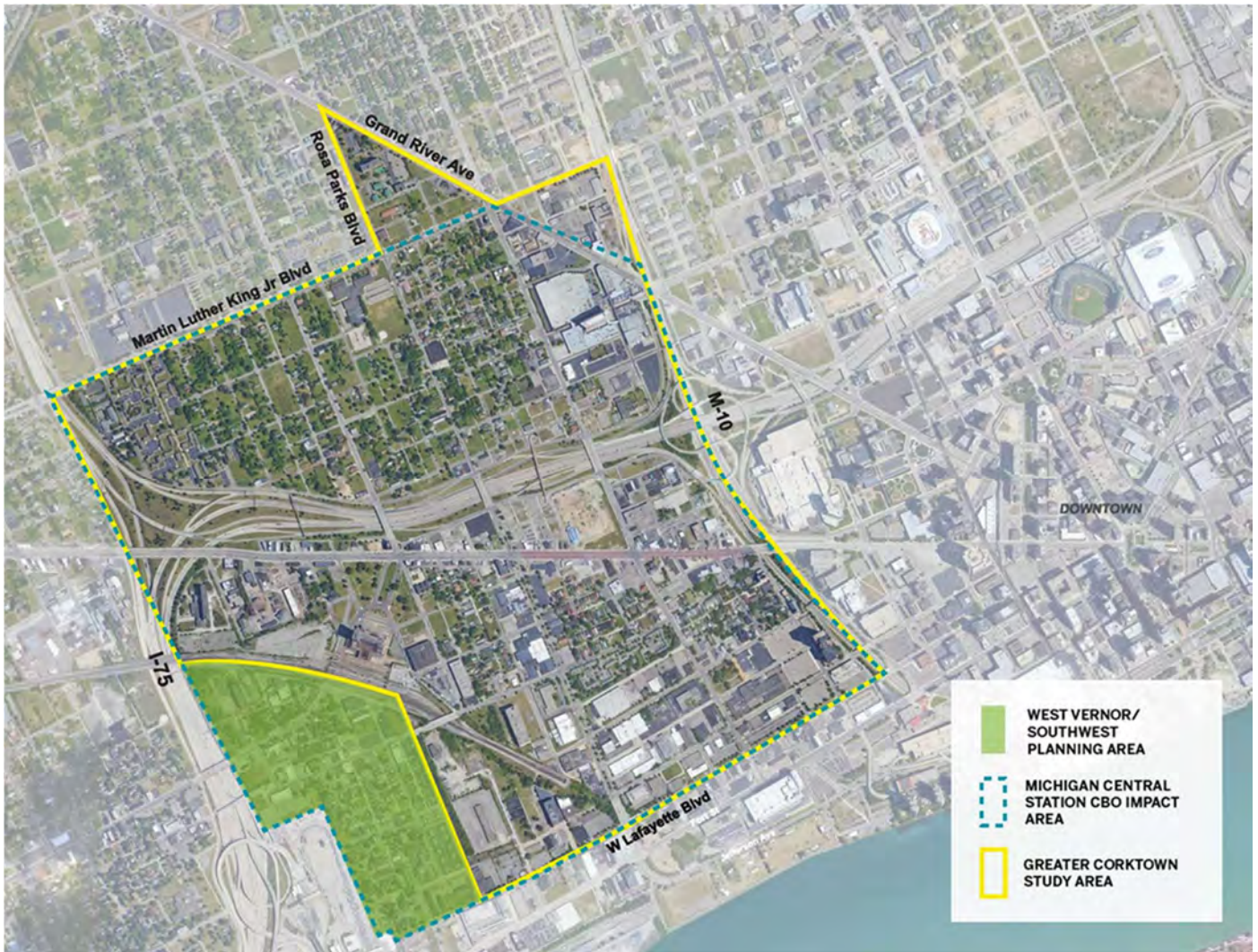


4.1 Project Boundaries

The Greater Corktown study area is bounded by Lafayette Blvd. on the south/southeast, 16th St. and the CN Rail Line/ May Creek on the southwest, I-75 on the west, Martin Luther King Boulevard/Rosa Parks Boulevard/and Grand River on the northwest, and Michigan-10 Highway "The Lodge" on the east.

The Greater Corktown Framework subject area measures roughly 1.40 square miles. It is located just west of Downtown Detroit and is the oldest extant neighborhood in the city. Home to a rich ethnic and cultural history, the neighborhood is historically recognized for being the destination of many of Detroit's earliest settlers. The neighborhood earned its name from Irish immigrants who migrated in the 1800s from Ireland's 'County Cork', hence the neighborhood name 'Corktown'. In the 1900s, German, Maltese, and Mexican immigrants arrived in the neighborhood following the American Civil War, and today, Corktown continues to reflect this rich history in its diversity of businesses and residents. The corner of Michigan and Trumbull is the fabled site of Brigg's Field, later Tiger Stadium. Since the Tigers have moved on to Comerica Park, their old diamond is now the site of the Police Athletic League Park. Additional development is ongoing at the site and planned to be a future multi-family, mixed-use development.

In the 1950s and 60s, highway construction and business district encroachment impacted numerous blocks. This, in addition to the decline of the auto industry, took with it many of Greater Corktown's residents and businesses. The remaining residential area in Corktown was added to the National Register of Historic places in 1978. The neighborhood's architectural styles are representative of the working class housing styles from the late 1840s and 1900s.



Aerial map of Greater Corktown Framework Study Area

4.2 Challenges & Opportunities

Greater Corktown is an area with an interesting juxtaposition of interests that tends to merge on the discussion of history and culture. This neighborhood, while undergoing growth in mixed-use development, is experiencing a housing shortage that has caused some of the highest real-estate prices within the city. The area commonly known as North Corktown has a relative abundance of public and private vacant land that appears to be the prime location for future urban dense growth opportunities, being close to the CBD. The investment Ford Land plans for Greater Corktown has the welcomed opportunity of the expected jobs and the rehabilitation and adaptive re-use of the grand old Michigan Central Terminal Station. However, it also adds immediate pressure to have a framework in place for future growth and investment for not only Ford; but, suppliers and other services that are related to Ford. The community, as a result, will transition with exceeding pressure of new development. The City is looking to engage residents to envision a future that will offer for new innovative ways to preserve the local flavor of these historic and vibrant communities, support the

artistic and entrepreneurial spirit of its residents and stakeholders, while preserving open space, all within the context of new investment and economic development.

4.3 Previous Planning Studies and Area Information

A number of studies, published narratives, and other points of reference have been completed by various organizations through the years, a number of which are provided below. The selected team will synthesize these studies, narratives, and other reference information to identify and assess strengths and areas for improvement, and generate a unified vision for the Greater Corktown neighborhood with an actionable implementation plan to move this vision forward.

- Rosa Parks Clairmount Comprehensive Framework Plan 2018 – City of Detroit*
- Corktown Preliminary Framework and Analysis 2018 – Corktown Economic Development Corporation
- West Vernor Corridor Neighborhood Framework Plan 2018 – City of Detroit
- Sustainable Development Task-Force Plan 2018 – North Corktown Neighborhood Association
- Detroit West Riverfront Framework Study 2018 – City of Detroit/ Detroit Economic Growth Corporation
- Detroit West Riverfront District Plan 2007 – Detroit Economic Development Corporation
- Raymond L. Flynn Industrial Marine Park 2015– Utile Design/ Boston Redevelopment Authority
- “Detroit Future City: 2012 Detroit Strategic Framework Plan” – Dan Kincaid
- Michigan Avenue Planning and Environmental Linkages Study 2019 - Michigan Department of Transportation
- Downtown Transportation Study 2018 – SEMCOG
- Michigan Avenue Corridor Study 2016 - Regional Transit Authority of Southeast Michigan

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5. SCOPE OF SERVICES AND DELIVERABLES

The *Comprehensive Neighborhood Framework Plan* for Greater Corktown in this scope of work requires multi-disciplinary teams to cohesively integrate the categories of work listed below. Tasks for each work scope category are outlined in the following subsections.

This community planning study will rely heavily on engagement via community meetings (that includes community meeting refreshments), community survey outreach, and engagement touch points that will be developed, printed, analyzed, mailed or otherwise deployed via the funding of this planning study. These community engagement costs should be included in your response to this RFP.

If a contract is awarded as a result of this RFP, the contract for the scope of services will be released in two phases. The selected team would be selected for to complete the full planning scope, however a “Phase One” contract would be initiated at the onset of the project. “Phase One” of the scope of work shall include the delivery of Task 5.3 Project Administration & Services and Task 5.4 Market Study/ Finance/ Economic-Fiscal Impacts. Phase One shall also include the associated Project Administration Services and Community Engagement Services required to complete Task 5.3 and Task 5.4, labeled as Tasks 5.1a and 5.2a.

“Phase Two” scope of work shall include the delivery of Tasks 5.5, 5.6, 5.7, and 5.8. Phase Two shall also include the associated Project Administration Services and Community Engagement Services required to complete these tasks, labeled as Tasks 5.1b and 5.2b.

The DEGA asks that each respondent to this RFP provide a fee breakdown summary phase and per subsection of the scope of work, outlined below.

PHASE I: SECTION 5 SUBSECTIONS		PAGE
5.1a	Phase I: Project Administration & Services for Tasks 5.3 and 5.4	21
5.2a	Phase I: Community Engagement for Tasks 5.3 and 5.4	22
5.3	Existing Conditions Research and Analysis	23
5.4	Market Study/ Finance/ Economic-Fiscal Impacts	23

PHASE II: SECTION 5 SUBSECTIONS	PAGE
5.1b Phase II Project Administration & Services	21
5.2b Phase II Community Engagement	22
5.5 Comprehensive Neighborhood Framework Plan (“The Framework”)	24
5.6 Implementation Plan	29
5.7 Executive Summary	30
5.8 Final Report	30

The selected consultant(s) will be coordinating with the City of Detroit Department of Planning & Development.

5.1 CONSULTANT ON-BOARDING/KICK-OFF MEETING PROCESS

- The City shall present overall major milestones, goals and expectations, understanding the scope, and the final deliverable for the Framework.
- The consultant shall with the City, attend a kick-off meeting to define consultant team roles, client team roles, stakeholder relationships, and communication protocols.
- The consultant shall define and prepare a project role matrix.
- The consultant shall provide a meeting schedule for the anticipated duration of the project to include:
 - Scheduled study area tour with City representatives and other relevant identified public and community stakeholders.
 - Thematic subjects of Urban Design & Development, Streetscape and Connectivity, Historic Preservation, Housing Development and Revitalization, Community Benefits Deployment.
- The consultant shall incorporate the *Impacts of Ford Motor Company* as a Framework component.
 - Establish a liaison with Ford Land in Greater Corktown to align the investment with goals and objectives of the neighborhood and city.
- The consultant and the City shall discuss and define public/stakeholder participation process.
- The City shall provide a list of city departmental level contacts to the selected team for their reference and use.
- The consultant shall identify to the City a data request list for use by the consultant.

5.2 PROJECT MANAGEMENT

- Identify a Project Manager for the selected team to be point of contact representing the consulting team to work with the City and its partners.
- Coordination with Ford Land team members, Michigan Department of Transportation's (MDOT) Michigan Avenue Planning and Environmental Linkages (PEL) study team, Urban Land Institute, or other entities that will be engaging residents or planning in the Greater Corktown study area during the duration of this project.
- Project Manager and other team members (as required) shall participate at minimum of six (6) in-person meetings over the estimated 9-12 month study period.
 - For efficiency in managing tasks and project fees, the dates for the in-person meetings for the Framework shall be scheduled to coordinate with meetings with the community.
 - A minimum of six (6) public engagement sessions are required with the community.
 - Meetings may be scheduled with the Ford Motor Company due to the gravity of the investment, in addition to other principle stakeholders in the community.
 - There shall be meetings in addition to the in-person meetings that will be necessary and required by the City for the betterment of the Framework.
 - Six (6) focused stakeholder meetings shall be required for community representatives.
- Project manager will participate in weekly coordination calls with the City planning team; 52 (one hour-long calls/meetings).
- Sub-coordination calls relative to specific study topics such as transportation, housing, parks, community benefits, land-use or other needs will be established as needed, with appropriate consulting team on a bi-weekly basis; 42 (one hour-long calls/meetings).
- Provide project administration services including the following:
 - Document meetings (in person and via-conference or telephone)
 - Direct the work of project team members, and any approved parties
 - Schedule and budget monitoring
 - Quality control review of materials prepared by team members
 - Coordinate and issue final deliverables
 - Delegate presentation responsibilities (when required by The City).
- Incorporate set time periods for review of work submitted at milestones.

5.2 COMMUNITY ENGAGEMENT

DELIVERABLES

SECTION 5.2 COMMUNITY ENGAGEMENT

- Engagement/ communications/ messaging stakeholder plan.
- Logistics for marketing, social media, catering, and coordinating public meetings.
- Summary reports of community stakeholder meetings and feedback and requisite Framework workshops.
- Design, printing, postage, mailing, of 3,000 community survey booklets.
- Produce presentation materials of the Framework for public and stakeholder meetings, including graphic exhibit boards (30x42).
- English and Spanish translation of the following (fliers, postcards, advertisements, educational and informational handouts, survey material, and other presentation materials). In addition to root files, copies of all presentations shall be in PowerPoint and PDF formats.
 - This also includes the design, production, and mailing of required public meeting media for zoning after the conclusion of the framework study.
- Design and production of 8-12 mounted exhibit boards (30x42) for post framework display.
- Document engagement events and community conversations through photography and/ or audio/visual media.
 - Digitally record and synthesize community feedback through text, spreadsheet data analysis, and infographics to communicate findings in effective ways to reveal key neighborhood wants and needs.
 - Craft and execute feedback gathering activities.
- Community Engagement costs will include cost to order and provide refreshments and food at community meetings and reservation stipends, if required.

The City of Detroit's Department of Neighborhoods (DON) and the Planning and Development Department (PDD) will be the primarily lead of community engagement initiatives. The prime consultant and any engagement sub-consultants will be an extension of the City of Detroit and cannot act or speak independently from the City of Detroit regarding planning efforts within the RFP boundary. Additionally, the Department of Neighborhoods (DON) and the Planning and Development Department (PDD) will directly manage the lead team's community engagement staff and/or engagement sub-consultant; however, invoices for community engagement work will be paid through contract award and lead firm billing processes.

5.3 EXISTING CONDITIONS RESEARCH AND ANALYSIS

DELIVERABLES

SECTION 5.3 EXISTING CONDITIONS RESEARCH AND ANALYSIS

Provide an illustrative report chapter that captures the following:

- Summary report on existing infrastructure, contributing historic elements, urban design, and development conditions within Greater Corktown.
- Documentation on current development efforts in the City of Detroit.
- Existing conditions base maps, diagrams, and summary report of thematic analysis, identification of key opportunity sites and constraints (including utility capacities), and summary narrative.
- Impact Assessment justifying strategies emanating from existing conditions that will yield highest and broadest returns.
- Identify building typologies and historic elements of design.
- Comprehensive condition assessment and analysis of physical features, including: existing built conditions, historic elements of design, street grid pattern, parking inventory, existing lighting, lot size, topography, landscaping, existing tree cover, parks and open space, as needed to inform the framework plan.
- Document on maps neighborhood, commercial/ manufacturing, residential and social assets and key institutional anchors in the study area and specific places of design and planning interest.
- Impact Assessment – Entire Neighborhood Boundary.
 - Provide justifications for recommendations to describe how and why the chosen combination of strategies will yield the highest positive impact for the neighborhood and its residents.

The City has undergone and is still undergoing many robust community-led and philanthropically funded planning initiatives. At times, these efforts are in parallel with city-led efforts. Design teams must understand that their work will use these platforms and their respective outcomes as a reference to launch their design and development work for this RFP scope. The City will provide the selected design team with an onboarding package and a schedule of onboarding orientations with key stakeholders when the contract commences.

5.4 MARKET STUDY/ FINANCE PLAN/ ECONOMIC IMPACTS FOR DEVELOPMENT

A comprehensive report of market capacities of Greater Corktown (current and projected) are key in determining the amount of public and private investment that is required; and the subsequent economic effects on the city in the future.

5.4.1 MARKET ANALYSIS

DELIVERABLE

5.4.1 MARKET ANALYSIS

Provide an illustrative report chapter that captures the following:

- Comprehensive market analysis *at minimum* should include rents, demographics, population projects, housing needs assessment.
- Include market study of Michigan Avenue, Grand Boulevard, Trumbull, Fort Street, and Jefferson Avenue regarding density and height limitations, micro-districts, and or gateway strategies.
- Preservation recommendations (adaptive reuse approached to preserve as much of the character of Greater Corktown) as possible; strategies to expand tourist trade/ visitation/ Greater Corktown specific events.
- Implementation phasing strategies (near term, medium term, long term).
- Identify priority projects (near term projects that can be implemented within 18-24 months of approval of the Framework).
- PowerPoint presentation summarizing the findings of the market study.

This task will be performed concurrently with Task 5.3.1 (Existing Conditions Analysis). The goal of the market study is to research demographic and economic data, and conduct local real estate market research to recommend a development program to guide preparation of the Framework. The development program shall identify land uses and estimates of spatial requirements (all uses in square feet, number of residential units) in the Greater Corktown. The consultant shall work with HRD to develop a phasing strategy and recommendations of high-priority, catalytic projects identified for opportunity sites for implementation within 18-24 months after the completion of the Framework Plan shall also be included in the market study.

5.4.2 THE FINANCE PLAN

DELIVERABLE

5.4.2 THE FINANCE PLAN

Provide an illustrative report chapter that captures the following:

- Preliminary order of magnitude cost estimates of public investment and private investment based on the development program (Five-year increments over 15 years),
 - Matrix identifying all potential funding sources, incentives, and abatements currently available for public sector investment.
 - Provide sources and uses for the high priority projects identified for implementation within 18-24 months after completion of the Framework Plan.
 - Provide an estimate of magnitude of potential private investment based on average local development costs.
- SWOT analysis and recommendations for establishing an OPRA District and/or a TRA District Greater Corktown.
 - Include preliminary financial analyses illustrating potential revenues that can be generated by a TRA district based on the development program and phasing plans for the Greater Corktown.
 - Consideration of NEZ and PA 210.
- Identify density and height limitations both with and without incentives, assuming standard construction costs and rental rates for mixed-use development.
- Provide understanding of public investment required to offer affordable housing mix through the development of the neighborhood.

The Finance Plan for the Greater Corktown Framework identifies the cost of recommended public sector investment in infrastructure through the planning study in coordination with respective city agencies and community engagement and means and methods of funding for these projects. It also projects potential private development as a result of the public investment and availability of publically owned-development sites. Time increments required of the framework informs the implementation plan that identifies actionable projects for a results-oriented study. Implementation's objective is to have a Finance Plan that provides an order-of-magnitude of cost estimate of public and private investment for the Framework Plan and identify (and confirm) potential sources of funding for public sector investment. The cost estimates will be over a 15-year time frame in three, 5-year phases. Funding sources should include applicable local, state, and federal government agencies, philanthropic and non-profit organizations, and private sector partners.

5.5 COMPREHENSIVE NEIGHBORHOOD FRAMEWORK PLAN (the "FRAMEWORK")

The Consultant Team shall prepare the Framework Plan that provides future growth in Greater Corktown with a clear and understandable guide, accounting for the wide and varied land-uses throughout the framework study area. The Framework shall encompass best practices in urban design (zoning, land-use, architecture, and landscape architecture), streetscape and connectivity, historic preservation, and housing development and revitalization. The location of Ford Motor Company's Mobility Offices in Greater Corktown and the expected investment and job growth emanating from it requires special attention to potential impacts and the necessary best practices to mitigate those impacts in a way that respects and compliments the inherent character and rich history of the neighborhood. The Framework Plan shall have recommendations on public open space, infrastructure and parking requirements and incorporate these

recommendations in an implementation phasing plan; and policy recommendations to guide implementation in a responsive and responsible growth.

5.5.1 URBAN DESIGN & DEVELOPMENT

DELIVERABLES

5.5.1 URBAN DESIGN AND DEVELOPMENT

Provide an illustrative report chapter that captures the following:

Zoning:

- Challenges on commercial corridors and vacant land that may impact zoning and design recommendations.
- Potential zoning changes (including rezoning, variances and or amendments) necessary to implement the proposed recommendations of the Framework.
- Proposed land-use changes and/or form-based zoning code opportunities in Greater Corktown development that may include the following areas:
 - North Corktown
 - Denser development balance with open space preservation
 - Grand River Blvd
 - Traditional Main Street Overlay (TMSO) update
 - Corridor Study
 - Trumbull Blvd
 - 14th Street
 - Michigan Avenue between M-10 and 1-96
 - Corridor and Gateway Study
 - TMSO update
 - Micro-districts
- Regulatory inter-agency coordination conflicts that may impede zoning review and permit approval process. Provide recommended solutions for mitigation.

Landscape Architecture:

- Opportunities for public/open space preservation and productive land-uses in Greater Corktown.
- Schematic landscape designs, concepts, and principles for public rights of way (connections), and post demolition interim landscape approaches that are transformative and stabilizing to neighborhoods.
 - Incorporate gateways that serve to expand arts and culture movements within or bordering the study area
- Illustrative plan of proposed open public space improvements, recreation programming activities, and integration with potential GSI/ Stormwater management strategies. Consider the below parks:
 - Roosevelt Park (primary focus)
 - Nagel Park
 - Dean Savage Memorial Park
- Finance and incentive strategies for estimated public space maintenance costs.
- Explore potential partnership with Detroit Public Community Schools.
- Precedents of open space urban design standards and Illustrative typical sections, elevations, or 3d sketches to illustrate the principles.
- Illustrative rendering(s) capturing the planning vision.
- Order-of-magnitude costs estimates for open space improvements to include; but as a separate line item, stormwater management and GSI practices.

Zoning

The City of Detroit understands that much of the design recommendations that will come forth require many modifications and variances to our city's zoning ordinance and established land uses. Design teams are being asked to not only track specific parking, zoning and/or land-use amendments, but also to investigate and identify regions in which large-scale zoning and/or land use modifications can occur to more efficiently deliver and produce the urban environments Detroit wishes to re-establish.

Landscape Architecture

Land vacancy and infill land development opportunities found within the Greater Corktown planning area will require the consultant team to explore innovative zoning and landscape design recommendations to include: 1) comprehensive land-use strategies that can capture growth responsibly and equitably; 2) land stewardship coupled with capacity and economic development; 3) landscape strategies along public right-of-ways; 4) the design of urban parks, stormwater management strategies, neighborhood paths and/or public realm destinations, that could include renewable energy and/or arts & culture attractions; 5) defined urban agriculture opportunities that may become features in an urban landscape and/or; 6) the development of landscapes that honor existing culture and history of the neighborhood. The amount of open space in the area known as North Corktown as well as the industrial area close to the riverfront and adjacent to West Riverfront Park presents a large canvas of design and development opportunity.

5.5.2 STREETScape & CONNECTIVITY

DELIVERABLE

5.5.2 STREETScape AND CONNECTIVITY

Provide an illustrative report chapter that captures the following:

Complete Streets, Transportation, Parking

- Updated transportation plan for Greater Corktown based on an updated street grid.
- General vehicular, bicycle, and pedestrian traffic plan.
- Proposed recommendations to public transit route changes to accommodate a revised street grid.
- District-wide parking plan using current and projected data, analysis of key issues, best practices for parking strategies in urban environments, and policy updates.
- Provide overall street hierarchy and urban design plans with illustrations, thematic plans of proposed streetscapes.
- Provide illustrations and cut sections of recommended streetscape, R.O.W, and connectivity improvements.
- Order of magnitude cost estimate of cost estimates of transportation and parking improvements.

Environmental, Infrastructure, And Utilities

- Identification of potential development sites with environmental issues for further evaluation.
- Location of existing public utilities in the Right of Way (R.O.W.) and their capacities.
- Determination of the need for upgraded or new public utilities and its required capacity.
- Location of replacement /rerouting of utility services based on the conceptual master plans of Greater Corktown, as necessary. (Coordinate parking with Transportation Planner).
- Order-of-magnitude cost estimate.

The connective infrastructure and streetscapes between and within neighborhoods are significant to the health and well-being of neighborhoods, residents and cities. The streetscape character, walkability, travel speed, and transportation/mobility choices are all vital factors of a vibrant and rich neighborhood network.

The consultant(s) will be asked to explore streetscape improvements and innovative design to improve connectivity to and through the neighborhood, and to adjacent neighborhoods. Robust design and development strategies will need to be explored 1) along major motorized thoroughfares; 2) within the streets of the neighborhood interior; 3) alleyways, and; 4) and also evaluate potential for a connective string of aggregated sites for inter-neighborhood connections that may not exist today.

Street segments of particular interest to the City are:

- Funded Street Bond Projects: Rosa Parks Blvd (design underway), W. Vernor Hwy (re-design input required through this planning process)
- Michigan Avenue: Push for MDOT Streetscape Project. Pedestrian connection to downtown a priority (Michigan over the Lodge). Does Michigan Ave road design include transit lanes? Is a transit study included in this planning process?
- Trumbull Ave: Major connector Grand River to Riverfront. Grand River problem intersection – roundabout?
- Temple Street: Intersection issue at the Lodge allows traffic to flow eastbound only

- 14th Street – Two-way conversion assessment
- Study potential for May Creek Greenway (working with DRFC)
- Long Term Bicycle and pedestrian mobility plan (Trumbull, 14th Street, Temple, Grand River, MLK)

Complete Streets, Transportation, Parking

The city seeks recommendations to short and long-term strategies to connect access and mobility through the study area to adjacent neighborhoods and the riverfront. Potential changes in the grid as a result of this study necessitates an examination in mode shift opportunities for greater access throughout Greater Corktown. Disparate parking needs that are either inherent or expected with future growth requires a parking strategy that promotes parking alternatives and optimum placement, if necessary, of parking facilities that can exist in an urban fabric setting.

Environmental, Infrastructure, and Utilities

Changing land-uses and anticipated population growth requires an evaluation of existing capacities to service the neighborhood. With much of Detroit changing from industrial to other types of land-use, the study needs to identify potential residual environmental concerns. Phase 1 environmental studies are not a part of the scope; however, the study should recommend areas of concern for further study. Coordination of existing street infrastructure and utilities helps to minimize costs of upgrades and disruptions to the neighborhood. The study shall recommend a phasing plan that identifies projects necessary and implementable that can support growth in Greater Corktown and changing land-uses.

5.5.3 HOUSING, REHABILITATION & ECONOMIC DEVELOPMENT

DELIVERABLES

5.5.3 HOUSING REHABILITATION AND ECONOMIC DEVELOPMENT

Provide an illustrative report chapter that captures the following:

- North Corktown: Infill housing plan, land use / open space preservation, identify multi-family & single-family home stabilization, opportunity sites (feasibility and priority).
- Affordable housing strategy, new construction and preservation.
- Michigan Avenue Redevelopment Plan with Parking.
 - Provide concepts of highest and best use for DPW compound on Michigan Avenue.
- Development program statement to include land area, building areas by use/number of residents based on economic study.
- Illustrative images of housing typologies in Greater Corktown.
- Opportunity areas for development, redevelopment, lead abatement, (and preservation) considering market feasibility and finance/ implementation strategies.
 - Concept site plans and 3-D massing models
 - Public/ Private Land Development strategy
 - Ford Impact
- Urban Agriculture:
 - Viability, Design Guidelines (See section 5.4.1)

The region covered in this RFP scope contains rich physical, historical, and cultural assets that can be targeted for reinvestment and development. This scope of work asks the consultant(s) to understand the existing conditions in the RFP scope boundary and assess its capacity to preserve existing and/or support new economic and housing development especially as it relates to affordable housing mix.

5.5.4 HISTORIC PRESERVATION

DELIVERABLES

5.5.4.1 HISTORIC PRESERVATION

Provide an illustrative report chapter that captures the following:

- Develop historic context of the framework area.
- List and map showing locations of the historic and cultural assets.
- Recommendations for establishing a historic and cultural preservation plan.
- Capture narratives of Corktown residents.

The Consultant Team shall identify these assets for preservation during the existing conditions analysis and make recommendations for further actions to establish a historic and cultural assets preservation plan. This may include structures and properties outside of the designated Corktown Historic Area. This may also include recommendations on land-use, density restrictions, and height limitation recommendations in specified areas, both within locally designated historic districts, or areas otherwise identified through this study as significant areas of interest.

5.5.5 FORD LAND

DELIVERABLE

5.5.5 FORD LAND

Provide an illustrative report chapter that captures the following:

- The locations of all sites owned by Ford Land.
- Extrapolation of expected population increases in Greater Corktown due to expected job growth resulting from Ford Land/ Ford Motor Company investments.
- Proposed land-use/zoning changes that may be required by Ford Land development.
- Buffering strategies, if applicable, for built-form scale transitions.
- Anticipated Ford traffic study, required utility capacities as a result of the investment, and the impact on Greater Corktown.
- Investigation of existing utilities servicing the Michigan Central Terminal for strength and capacity.

Ford Motor Company's investment in Greater Corktown presents tremendous opportunities for Greater Corktown and Detroit at large. The size of the investment and plans for the future, while welcomed and exciting, poses challenges in how to plan for future growth that must require special consideration in considering growth impacts and how to guide them. The consultant will need to engage Ford Land (a

subsidiary of Ford Motor Company) through the City of Detroit to fully understand the planned investment in Greater Corktown.

5.6 IMPLEMENTATION PLAN

The market study provides a phasing plan for implementation in three, 5-year phases for development in Greater Corktown. For identified near-term project development opportunities during phase I near-term (first 5-years), develop a detailed implementation plan and timeline for development activities. Within the phase I implementation plan, identify high-priority early stage projects identified for implementation within 18 – 24 months after completion of the Framework Plan. The implementation Plan for prioritized projects shall identify critical path initiatives, specific funding resources, and partnerships/organizations to **facilitate implementation.**

DELIVERABLE

5.6 IMPLEMENTATION PLAN

Impact Area Community Benefits Deployment Plan:

- Identify and document community preference for the deployment of \$2.5 million of the affordable housing leverage fund to preserve or create 200 units of affordable housing in the identified Impact Area.
- Identify and document community preference for the deployment of \$1.75 million of the strategic neighborhood fund to preserve local retail, 0% home improvement loans, improve parks, improve streetscapes.
- Create business model for the operation, growth, and deployment of \$750,000 community-advised fund.
- Identify 5-year deployment strategy for City of Detroit agencies.

Framework Plan Implementation Plan

- Note the respective scopes of entities and individuals responsible for the project.
- Provide estimated budgets and financing/ funding strategy for implementation projects.
- Provide schedule for Phase 1 projects.

5.7 EXECUTIVE SUMMARY

DELIVERABLE

5.7 EXECUTIVE SUMMARY

- Provide an executive summary that shall be a stand-alone document as well as a component of the final report.
- Using a pre-designed template, develop a broadside formatted report that concisely summarizes the framework plan and the priority projects for immediate implementation.
- Creation of an ArcGIS Online Story Map that details the planning process and specifically focuses on the community engagement outcomes, high-priority projects identified, and incorporates visuals developed in the Framework Plan.

5.8 FINAL FRAMEWORK PLAN REPORT

A draft and final Framework Plan shall be completed by the Consultant team with the Project Schedule included in this Scope of Work. The basic format of the draft and final report shall be 8.5x11, landscape with perfect binding, not longer than 140 pages in length. A digital copy in PDF and in the root format will be submitted to the Planning & Development Department. The format and types of drawings, diagrams, graphics, illustrations, and images shall be mutually agreed to by the Consultant Team and PDD. The reports shall be assembled in a consistent style to be approved PDD. PDD has a template format for this book that can be utilized. The documents must at minimum include the following content sections:

- Vision and Mission Statement / Plan Goals
- Community Engagement Summary
- Existing Conditions and Market Analysis; Ford Investment Summary
- Near-term Action & Implementation
 - ***Comprehensive Neighborhood Framework Plan***
 - Multi-Family Housing Development and Affordable Housing Plan
 - Single Family Stabilization
 - Small Business Development and Local Entrepreneur Support Strategy
 - Park Improvements and Open Space Plan
 - Streetscape and Connectivity
 - Zoning & Historic Preservation
 - ***Impact Area Community Benefits Implementation Plan***
 - Business model for community advised fund growth, operation, and deployment
 - Priority improvements and deployment model for remaining \$1.75 million strategic neighborhood fund
 - Affordable Housing Preservation Plan for preservation or development of 200 units
- Long-term Recommendations including Form Based Vision of Community and Corridors
- Finance Plan, Economic-Fiscal Impacts for Economic Development
- Conclusions

Add/Alternate

- *Animation - the City, and their partners may request an animation (fly-over) of the full development build-out of the Greater Corktown Framework study area of city approved sites of interest. Estimated length of the animation, approximately 2.5 to 5 minutes.*

ANTICIPATED PROJECT TIMELINE

Contract Period – Twelve (12) months from the date of the Kick-off Meeting (Project Start Date) to submit the final report (encompassing Phases One and Two). Substantial Completion and submission of the draft report shall be in eight (8) months. The anticipated project times for selection of the Consultant Team and preparation of the Framework Plan and is as follows:

December 21, 2018	RFP Released
January 9, 2019	Pre-Bid Conference
January 31, 2019	Proposals Due
Week of February 4, 2019	Proposals Reviewed
Week of February 11, 2019	Interview Shortlisted Firms, Consultant Team Selected
Week of February 25, 2019	Finalize Contract
Week of March 11, 2019	Project Kick-off
Early November 2019	Draft Report Due
December 21, 2019	Final Report Due

6. RFP EVALUATION & SELECTION

The City, DEGA and other project stakeholders will review all submitted proposals to recommend a preferred Consultant Team. All Proposals, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the requirements of the RFP, including instructions governing submission and format, will be disqualified unless the DEGA determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

Several finalist candidates may be selected. Finalists may be required to interview with the review team. The selection committee may request additional meetings, site visits or information of respondents before making a final selection. Recommendations shall be based on the proposal that best meets the interests of the City of Detroit. The DEGA reserves the right to reject any or all proposals or waive any informalities or conditions for any or all proposals. **All decisions reached by the Evaluation Committee will be by consensus.**

Upon confirmation, City of Detroit and DEGA will negotiate the final contract and scope of services. An example contract agreement is provided in Attachment D. Failure to execute the contract and scope of services will result in the termination of any of the obligations identified under the RFP. DEGA expressly reserves the right to modify, add, delete, or negotiate as appropriate any item(s) from the proposal it deems necessary prior to the issuance of an award.

Overall Strength of Concept / Proposal

25 Points

- Demonstrates a clear vision for achieving all objectives, tasks and deliverables. Proposed design approach, including specialized expertise within design team
- Strategies and approach to community engagement
- Demonstrates capacity to deliver material according to contract or as requested

Previous Project Experience

25 Points

- Successful examples of creating and planning for mixed-use residential, innovation hubs, micro-districts, and general modern urban design in major cities centered around gateway transportation projects utilizing data analysis, conceptual design, and schematics to engineering specifications with client reference and description of professional services offered
- Successful examples of delivering functioning green infrastructure projects still in operation that are meeting performance expectations as designed
- Successful examples of completing technical surveying and mapping products with client reference and description of professional services offered
- Successful examples of administering all elements of construction process
- Strong record of performance on projects completed within urban municipalities
- Demonstrated expertise on incentives structures, financing, and feasibility analysis
- Experience of proposed project leaders/ team members on similar projects
- Market / Real Estate Development Feasibility Analysis
- Economic-Fiscal Impact Analysis

Design and Engineering Excellence

15 Points

- Description of vision, leadership and commitment to high quality and exceptional design in the public realm and identification of differentiators from peers
- Recognition and awards from professional associations of project leads, design team and firms (ASLA, AIA, AICP, ASCE, others)
- Incorporation of sustainable, innovative and resilient practices

Price Proposal

15 Points

- Itemized fee broken down to scope area and team approach to complete the work

Local Participation

5 Points

- Inclusion of team members that are Detroit-based, a minority-owned business enterprise (MBE), women-owned business enterprise (WBE), and/ or otherwise have a substantive body of knowledge and/or experience within Detroit.

Proposed Timeline / Work Plan

15 Points

- Demonstrates practical ability to meet project deadlines within budget and on time
- Lays out clear work plan to achieve deliverables
- Identification of how soon firm could begin work after notification of award
- Includes key dates for completion of analysis, preliminary recommendations, conceptual design,
- Schematic design, and construction documents, with periodic community engagement and City review periods

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7. PROPOSAL CONTENT

Complete Proposals

The proposing consultant must submit a complete proposal using the format provided in this Section. An official authorized to submit and bind the proposing consultant to the provisions of the proposal shall execute the submitted proposal utilizing the Cover Page in Attachment A and attach the clearances and affidavits provided in Attachment B. Approved clearances will be required from each firm on the team prior to execution of the contract. If the approved clearances have not been received from the City at the time of submission, attach copies of the completed clearance that has been submitted to City.

All pages of the submission must be numbered. Submissions must **NOT exceed 20 pages** (excluding required Cover Page, Cost Proposal, resumes and other required affidavits/clearances). Brevity and conciseness of presentation is emphasized, and no other information should be included in the attachments. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential.

If a contract is awarded as a result of this RFP, the specific terms and conditions will be negotiated with the awardee based on the Contract provided in Attachment D. If any respondent requires modification(s) to the terms of the Contract, a statement of such required modification shall be submitted as an exhibit with your sealed proposal. This Statement will be reviewed as part of the evaluation process and may influence scoring of the proposal.

Statement of Submission (up to 2 pages)

In your Statement of Submission, please include, at a minimum, the following information and/or documentation:

- 1) A brief description of the firm (s), including the Federal Employer Identification Number, the age of the firm's business and the average number of employees during each of the last three (3) years;
- 2) The location of the firm's principal place of business and, if different, the location of the place of performance of the contract; and
- 3) The name and contact information of the overall project manager and firm that will be in charge of all teams on this project;

Respondent Performance History

- 1) Identify, in detail, a portfolio of no more than 5 similar projects by name, subject matter, location, services provided and the length of time services were provided on each. Include a reference, description of services provided and dates during which the services were provided; project examples should be comparable to the proposed project and should include primary involvement from members of the proposed respondent team or their key personnel;
- 2) Identify key personnel on the projects identified above;
- 3) Identify any projects in which the Consultant Teams' contracts were terminated for any reason;
- 4) Identify any claims or lawsuits that have been brought against the Consultant Teams' organizations as a result of any services provided within the last five (5) years; and
- 5) Provide an organization chart indicating the team structure and core team members who will provide services for the scope of services described in the RFP.
- 6) Provide a 1-page resume for each core team member.

Project Approach

Articulate how the respondent will carry out the scope of work outlined in this RFP, how the deliverables will be completed, and any changes/additions or recommendations based on experience working on similar projects.

Scope of Work Schedule

Provide a schedule to complete the scope described in this RFP, including start and completion deadlines and major activity milestones.

Pricing Proposal

The proposing consultant shall provide a not-to-exceed price for the provision of the requested Services using the provided Cost Proposal Form in Attachment C. The proposing consultant shall also provide a fee schedule for professional services and an equipment/supply schedule to be utilized for other additional environmental services that may be requested by the DEGA. The standard rates, presented by attachment to the Consultant's Cost Proposal, and incorporated into the Agreement, shall not be increased without the specific approval of the DEGA for the duration of the Project.

The Consultant shall be compensated based on an approved monthly invoice billed on a time and materials basis for services provided through the last day of the prior month. The total compensation due and payable shall not exceed the amounts stated on the Cost Proposal Form. The Consultant shall provide with each monthly invoice a detailed summary of the charges in accordance with the Invoicing Terms and Conditions contained in this RFP. The Consultant's prices shall be the basis for its monthly charges. Payments shall be made within thirty days (30) after receipt of an approved monthly invoice. The DEGA, at its option, may retain up to 10% of the monthly invoice at its discretion depending on the progress of the Services.

Proposal Preparation Costs:

The proposing consultant agrees and understands that submission of a proposal responding to this RFP is a voluntary action on the part of the consultant. The DEGA will not reimburse any costs incurred by a proposing consultant or sub consultant in the preparation of its proposal or oral presentations for the purpose of obtaining a contract for the services described in this RFP.

8. PROPOSAL DISCLAIMERS AND CONDITIONS

ADDENDA TO THIS REQUEST FOR PROPOSAL:

The DEGA reserves the right to make written modifications to this RFP. Only the issuing office and contact person via an addendum shall originate any revisions to this RFP. All proposing consultants shall be notified and issued copies of any subsequent addenda. The proposing consultant shall be responsible to secure the addendum and address all changes in its submitted proposal. Receipt and incorporation of any addendum shall be clearly indicated in the Proposal.

REJECTIONS, DISCLAIMERS, AND MODIFICATIONS

The DEGA expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP does not commit the DEGA or the City to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

NEWS RELEASES AND OTHER INFORMATION

News releases pertaining to these Proposals specifications or the provisions to which they relate shall not be made without prior approval of the DEGA and then only in coordination with the DEGA. **Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the DEGA shall be binding upon the DEGA.**

CONFIDENTIALITY OF PROPOSALS

Proposal will not be opened in a public opening. Proposal will be opened with reasonable precautions to avoid disclosure of contents and proprietary or confidential information to competing Consultant(s), or the public, up to the notice of award of the Agreement. The DEGA is a public body corporate and subject to the State of Michigan Open Meetings Act. The DEGA may be required to provide Project documents submitted by the proposing consultants under the Freedom of Information Act (FOIA) if requested.

FORM OF AGREEMENT & TERMS:

The form of agreement between the selected Consultant and the DEGA shall be very similar to the Professional Services Agreement (the "Agreement"), included in this RFP in Attachment D. The proposing consultant shall acknowledge by the submission of its proposal, that it agrees to the terms and conditions stated in the Agreement and this RFP, and that the proposing Consultant agrees to execute the Agreement without modification unless otherwise noted.

INSURANCE REQUIREMENTS:

The proposing consultant shall include in the Proposal a commitment to provide the DEGA, prior to execution of the Agreement or commencement of any activities, certification that the insurance required by this agreement is in place and shall be for the duration of this contract, including any extensions of time to the Agreement, until the final payment is received by the Consultant.

The insurance required by the Agreement includes the following:

1. Professional / Public Liability Insurance, including contractual liability insurance of not less than \$2,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. The City of Detroit and the DEGA shall be named as an additional insured under this insurance;
2. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence. The City of Detroit and the DEGA shall be named as an additional insured under this insurance;
3. Worker's Compensation / Employers' Liability Insurance which meets Michigan statutory requirements; Employers Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of City of Detroit and the DEGA;

All insurance policies shall name the "City of Detroit" and the "Economic Development Corporation of the City of Detroit" as additionally insured parties and shall provide as to the additional insured parties that the coverage to be provided shall be primary and non-contributory and shall include a clause providing 30-days notification to all insured-parties prior to any change in the coverage or a termination of the policies. See Standard Professional Services Agreement in Attachment D.

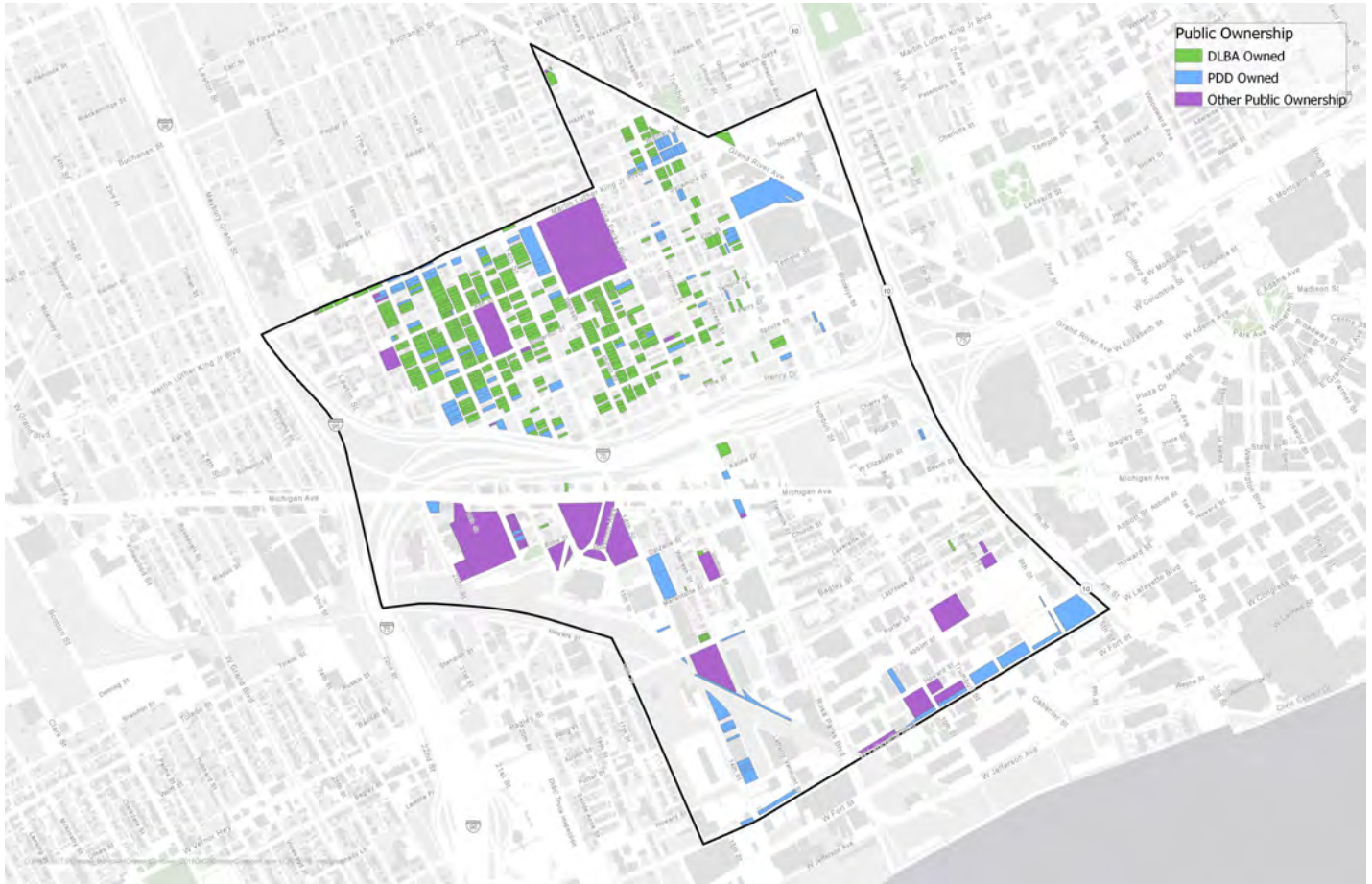
9. EXHIBITS

- 9.1 COMMERCIAL STRUCTURES**
- 9.2 PUBLIC OWNERSHIP**
- 9.3 PUBLIC OWNERSHIP: PROPERTY CLASS**
- 9.4 ZONING**
- 9.5 LIKELY HOUSING TENURE**
- 9.6 CBO IMPACT AREA MAP**
- 9.7 CITY AGENCIES AND PARTNERS**

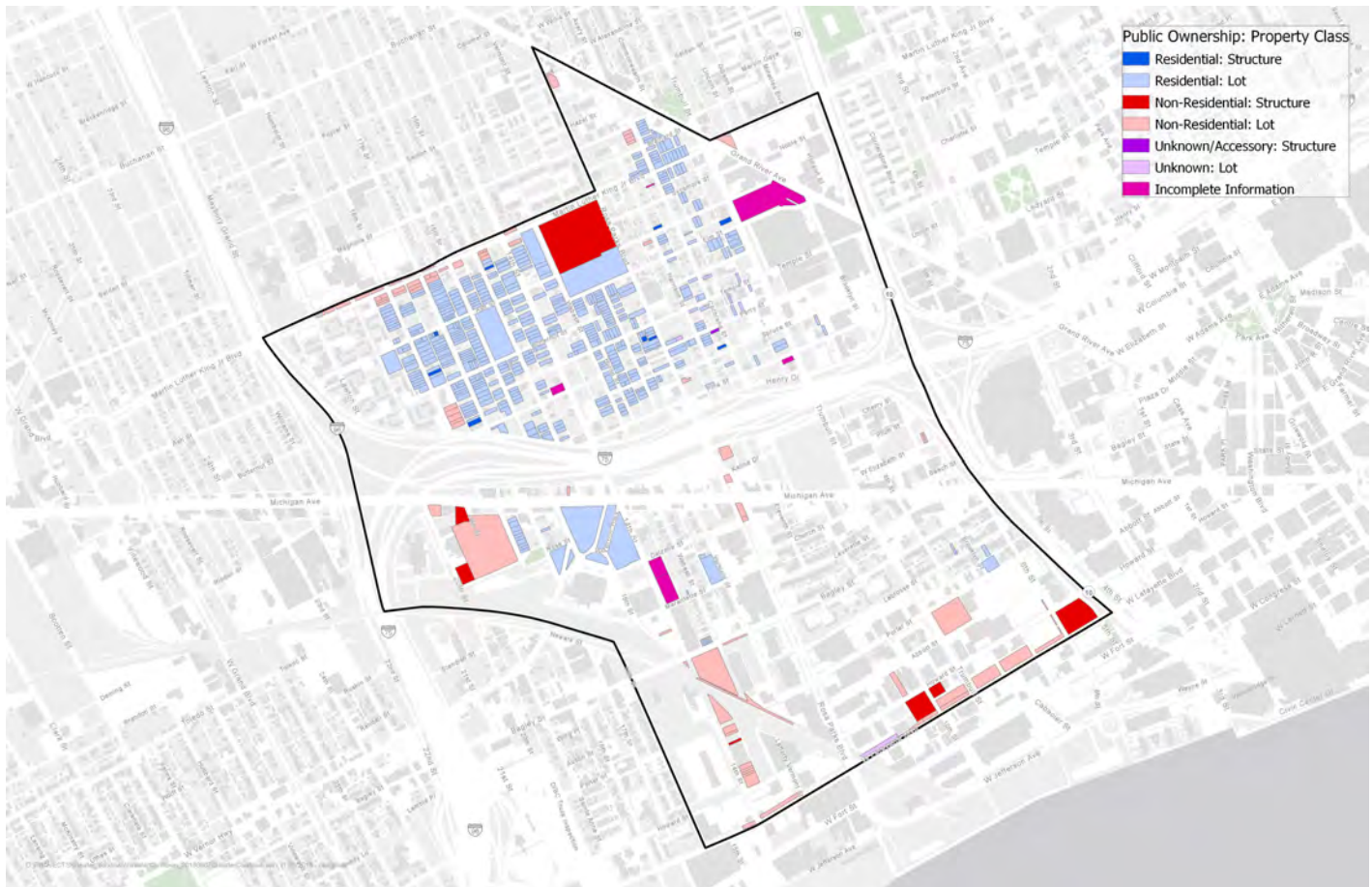
9.1 COMMERCIAL STRUCTURES



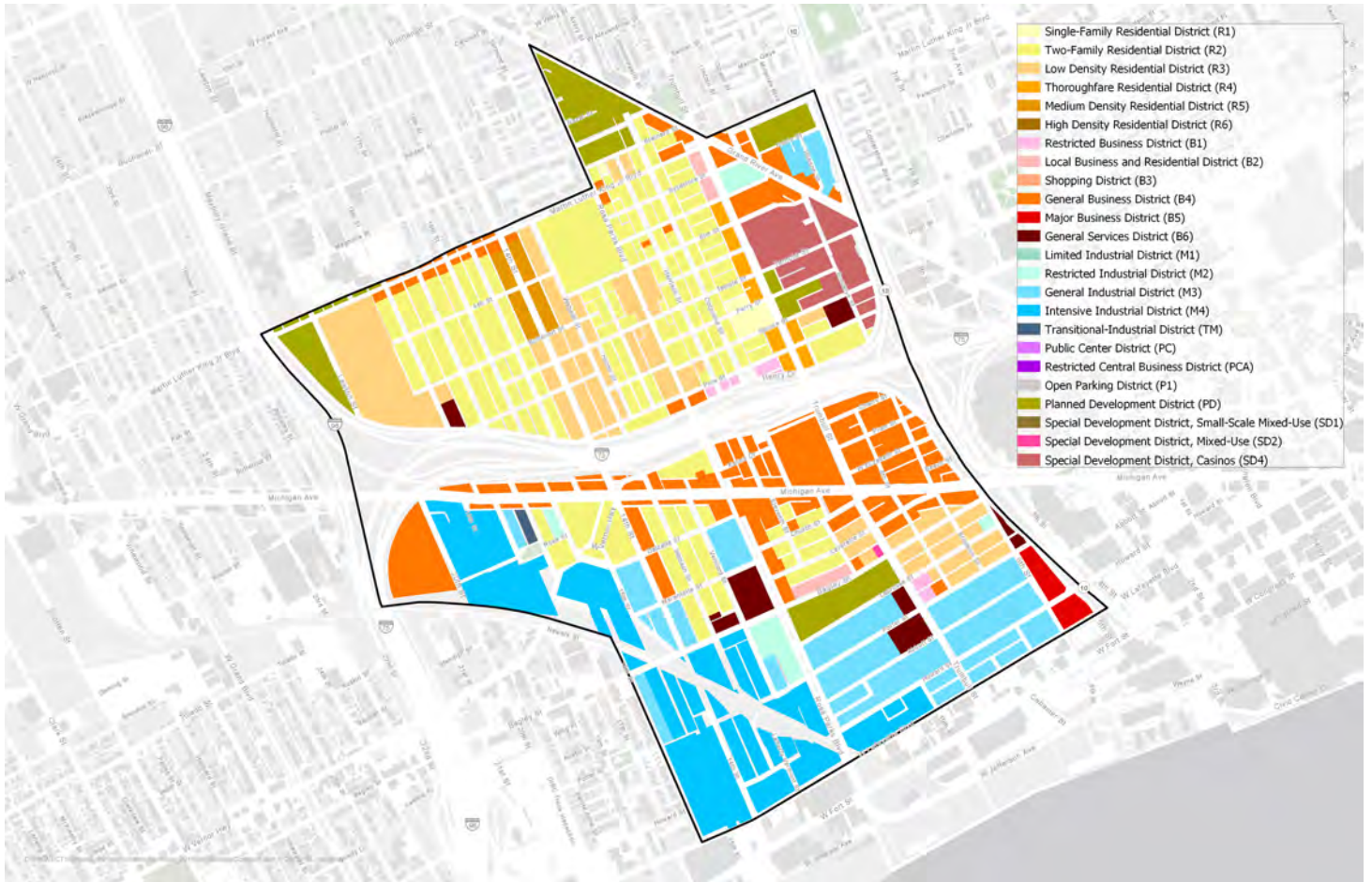
9.2 PUBLIC OWNERSHIP



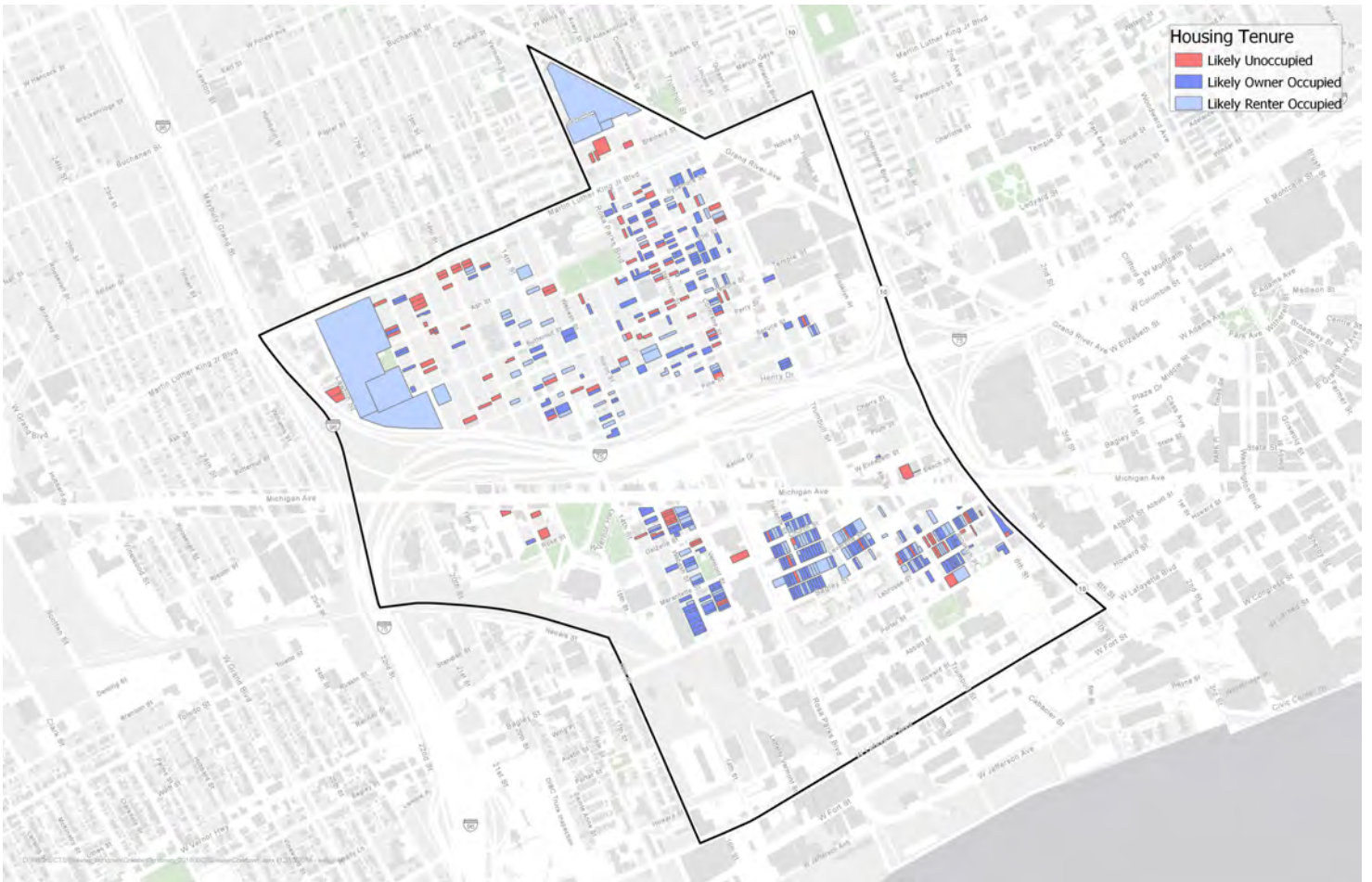
9.3 PUBLIC OWNERSHIP: PROPERTY CLASS



9.4 ZONING



9.5 LIKELY HOUSING TENURE



9.6 CBO IMPACT AREA MAP



9.7 CITY AGENCIES AND PARTNERS

Detroit Economic Growth Corporation (DEGC)

Detroit Economic Growth Corporation is a non-profit organization that works closely with the City of Detroit and other partners to support existing businesses and to bring new companies and investments to the city. DEGC offers a broad range of financial, technical and development assistance to commercial, industrial and service firms, as well as developers and investors wanting to do business in Detroit.

Planning and Development Department (PDD)

The City of Detroit Planning and Development Department provides professional and technical expertise in planning, design, and development that help to inform and seed sustainable environments and neighborhoods for citizens and businesses. PDD works to create an infrastructure that supports citizens, investors, and other partners in their expressed efforts to advance initiatives that create walkable urban places that serve the largest and broadest needs of the Detroit Community.

Department of Neighborhoods (DON)

City of Detroit Department of Neighborhoods works closely with individual neighborhoods and other community organizations, CDCs, faith-based organizations and local businesses in teams across all seven districts to identify and prioritize concerns, and then coordinate with the appropriate City department to deliver results. The DON helps neighborhoods to address all blight-related issues, including dangerous building demolition, repurposing vacant lots and structurally sound vacant buildings, as well as non-structural blight.

Housing and Revitalization Department (HRD)

The City of Detroit Housing and Revitalization manages the nearly \$37 million that City receives from the US Department of Housing and Urban Development (HUD) annually to support housing programs and community development activities, such as Community Development Block Grants. HRD invests the City's entitlement funding in appropriate housing, economic development and related infrastructure projects. HRD works with PDD, DBA and DLBA to provide the public-sector project management required to produce housing and economic development projects.

Detroit Water and Sewer Department (DWSD)

The Detroit Water and Sewerage Department (DWSD) is one of the largest water and sewer utilities in the United States serving more than 200,000 Detroit residential and commercial customers. DWSD's water network consists of more than 2,700 miles of transmission and distribution mains and nearly 3,000 miles of sewer collection piping.

Department of Public Works (DPW)

The City of Detroit Department of Public Works (DPW) manages garbage collection services, provides construction, maintenance, demolition and engineering of streets, alleys and public buildings, and plans, establishes and maintains traffic control systems. DPW also enforces any environmental ordinances not covered by the Buildings, Safety Engineering and Environment Department.

Detroit Building Authority (DBA)

The Detroit Building Authority supervise and manage all construction activities on behalf the City as well as demolition, including the blight demolition program in coordination with Detroit Land Bank Authority (DLBA) and commercial property disposition.

General Services Department (GSD)

The mission of the General Services Department is to improve City services and achieve operational efficiencies by consolidating support functions from various agencies. They provide repair, maintenance, lawn-mowing, and trash collection services to all city-owned properties, facilities and vehicular fleets. They also design, construct, and maintain the City's public parks.

Detroit Department of Transportation (DDOT)

The Detroit Department of Transportation is the public transportation operator of city bus service in Detroit, Michigan. DDOT has a fare and ride agreement with the Suburban Mobility Authority for Regional Transportation (SMART) as it supplements the city with bus service linking the city to the rest of Metro Detroit and Detroit Metropolitan Wayne County Airport. Along with operating fixed-route bus service, DDOT also operates MetroLift, an on-demand para-transit service with wheelchair accessible vehicles.

Detroit Land Bank Authority (DLBA)

The Detroit Land Bank Authority is a public authority dedicated to returning Detroit's vacant, abandoned, and foreclosed property to productive use. Their current programs include Hardest Hit Fund/Demolition, Nuisance Abatement, Home Auction Program, Side Lot Sales, Own It Now, and the Community Partnership Program.

Invest Detroit - Partner

Invest Detroit is a certified Community Development Financial Institution and a source of private sector financing which utilizes a variety of funding tools through managed for-profit and nonprofit targeted funds to support economic and community development in underserved communities primarily in the City of Detroit.

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Attachment A: COVER SHEET

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Cover Sheet

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the "RFP to Provide Parking Study Consulting Services for the EAST RIVERFRONT Project (the "Project")"; and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all labor, materials, equipment, supplies, transportation and supervision necessary or incidental to the proper, complete and full provision of all services in accordance with the RFP Scope of Services identified in Section 3 :

DATE OF PROPOSAL: _____

PROPOSING CONSULTANT: _____

(Please Print Full Legal Name)

Consultant's Address: _____

Consultant's Telephone No.: (_____) _____

Consultant's e-Mail Address: _____

Federal Tax ID Number: _____

BUSINESS STATUS: check one

_____ CORPORATION, incorporated under the laws of the State of _____

(If not a Michigan Corporation, are you licensed to do business in the state of Michigan?)

Y_____ N _____

_____ PARTNERSHIP

_____ A JOINT VENTURE

_____ AN INDIVIDUAL DBA _____

_____ A LIMITED LIABILITY COMPANY

Executed and Signed by:

(Signature)

(Print Name)

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Attachment B: CLEARANCE & AFFIDAVITS



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

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

<p>To: A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name _____</p> <p>Address _____</p> <p>_____</p> <p>City _____</p> <p>State _____ Zip Code _____</p> <p>Telephone _____ Fax # _____</p> <p>E-mail Address _____</p>
--	---

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)	Telephone # _____
	Fax # _____
Employer Identification or Social Security Number	Spouse Social Security Number

Nature of Contract _____ **BID CONTRACT AMOUNT (if known):**
Labor: \$ _____ **Material: \$** _____

_____ **Contract # (if known)** _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- Will the company have employees working in Detroit? Yes No
- Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

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

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

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (Individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file formD-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter's registration, ect.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees" compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2"s. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances my visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

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AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

STATE OF _____)

) SS.

COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

He / she is _____, of _____.

(Owner, Partner, Officer, Agent) Proposing Consultant

- (1) He/she is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances in connection with the same;
- (2) Neither the said proposing Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this applicant, has any way colluded, conspired, connived or agreed directly or indirectly with any other proposing entity, Firm or person to submit a collusive or sham Proposal in connection with the Agreement for which the Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other proposing Consultant, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposing Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DEGA or any person interested in the proposing Consultant;
- (3) The price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposing Consultant or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;
- (4) The proposing Consultant has no conflict-of-interest with any federal, state, or local governmental agencies or any persons in connection with the services specified in this Proposal.

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public, _____ County, _____

My Commission Expires: _____

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Attachment C: COST PROPOSAL

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COST PROPOSAL – GREATER CORKTOWN FRAMEWORK

PHASE ONE

Task 5.1a PROJECT ADMINISTRATION & SERVICES FOR PHASE ONE \$ _____

Task 5.2a COMMUNITY ENGAGEMENT FOR PHASE ONE \$ _____

Task 5.3 EXISTING CONDITIONS RESEARCH AND ANALYSIS \$ _____

TOTAL PHASE ONE \$ _____

PHASE TWO

Task 5.1b PROJECT ADMINISTRATION & SERVICES FOR PHASE TWO \$ _____

Task 5.2b COMMUNITY ENGAGEMENT FOR PHASE TWO \$ _____

Task 5.4 MARKET STUDY/ FINANCE/ ECONOMIC IMPACTS FOR DEVELOPMENT \$ _____

Task 5.5 COMPREHENSIVE NEIGHBORHOOD FRAMEWORK \$ _____

Task 5.6 IMPLEMENTATION PLAN \$ _____

Task 5.7 EXECUTIVE SUMMARY \$ _____

Task 5.8 FINAL REPORT \$ _____

TOTAL PHASE TWO \$ _____

Add-On: FLY OVER ANIMATION \$ _____

Reimbursable Expense Not to Exceed Total PHASE ONE \$ _____

Reimbursable Expense Not to Exceed Total PHASE TWO \$ _____

TOTAL NOT TO EXCEED PROPOSED FEE \$ _____

The Proposed Services is required to be completed within 120 days from DEGAs authorized notice to proceed. The Proposer confirms it can complete all the Services _____ days from DEGAs authorization and “notice to proceed”.

STANDARD RATES SHEET

The undersigned proposes the Consultant's and each Sub-Consultant's generic schedule of all hourly rates and if applicable additional fees it expects to use for the complete provision of services, for the provision of additional services by the Consultant and its Sub-Consultants beyond those required in the RFP scope of services, if requested by the DEGA. The professional rates are attached to this RFP Response and shall also be incorporated into the Professional Services Agreement.

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**DETROIT ECONOMIC GROWTH ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT
WITH**

This Professional Services Agreement ("Agreement"), dated and made effective as of this _____ day of _____, 20____, by and between **DETROIT ECONOMIC GROWTH ASSOCIATION** (hereinafter referred to as the "DEGA"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and _____, located at _____ (hereinafter called the "Professional Contractor").

RECITALS:

A. The DEGA has determined that it is necessary to engage the Professional Contractor to perform _____ services in connection with the _____ (hereinafter called the "Project"); and

B. The services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, "Scope of Services", attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and with the Exhibit; and

C. The Professional Contractor has the requisite skills necessary to assist the DEGA, and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

D. On _____ the DEGA Board adopted a resolution authorizing the execution of this Agreement, said resolution is identified by the DEGA code number of _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1
Engagement of the Professional Contractor

1.01 The DEGA hereby engages the Professional Contractor, and the Professional Contractor agrees to perform the Services as set forth in Exhibit A attached hereto in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Professional Contractor to the DEGA, its agents, employees, officers and directors shall be that of an independent contractor, and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury, property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement. Should such claims arise against the DEGA from the Professional Contractor's employees or agents, the Professional Contractor shall

hold harmless, defend and indemnify the DEGA from, against and for any such claim and any costs or expenses related thereto.

1.03 The DEGA shall appoint a project manager (the "Project Manager") to serve as the contact person between the DEGA and the Professional Contractor. The Project Manager shall be designated in writing and may from time to time be changed by the DEGA upon the posting of a written notice of such change to the Professional Contractor to the address and in the manner specified in Article 15, Notices.

ARTICLE 2

Agreement Term

2.01 The Professional Contractor shall complete performance, in a satisfactory and proper manner, of the Services described in Exhibit A from the date of issuance of a Notice to Proceed as described in Article 3 hereof, subject to and in accordance with Section 3.01 hereof, for a period of _____ six (6) months, unless this time period is otherwise extended. The determination of whether the Professional Contractor has performed in accordance with this provision shall be within the sole and reasonable discretion of the DEGA. If there shall be any dispute between the parties about the extent and character of the Services performed, or the quality of performance required under this Agreement, the interpretation and determination of the DEGA shall be conclusive. If the Professional Contractor commenced providing the Services provided herein prior to the execution of this Agreement, the terms and conditions of this Agreement shall be retroactive to the date when the Services were commenced.

Subject to the provisions of Article 7, this Agreement shall expire on the date the Professional Contractor receives its final payment for the Services provided herein. Any violation or breach of the terms of this Agreement by the Professional Contractor or its affiliates may result in termination of this Agreement or such other action which may be necessary to enforce the rights of the DEGA.

2.02 The Professional Contractor hereby recognizes the urgency and importance of timely delivery of the Services as an integral part of a project of great importance to the economic redevelopment of the City of Detroit (the "City"). The Professional Contractor hereby acknowledges that time is of the essence for performance of the Services as provided hereunder.

ARTICLE 3

Scope of Services

3.01 The Professional Contractor shall commence performance of some or all the Services described in Exhibit A upon the Project Manager mailing a written notice to proceed for those Services (herein called a "Notice to Proceed") to the Professional Contractor to the address and in the manner specified in Article 15.

3.02 The Services shall be deemed to include, but are not limited to, all conferences, court appearances, testimony, and consultations deemed necessary by the DEGA for the Professional Contractor to properly and fully perform the Services.

3.03 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

ARTICLE 4

Personnel and Administration

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Professional Contractor warrants that all of the Professional Contractor's personnel who are assigned to the performance of the Services (herein called the "Employees"), or subcontractors engaged by the Professional Contractor to perform the Services or any additional services (as may be agreed to by the parties hereto) are appropriately qualified by education, training and/or experience, and are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, regulations, and governing professional association rules (if any) where such Employee, consultant, or subcontractor is employed. In the absence of circumstances beyond its control, the Professional Contractor agrees not to remove any key personnel who are acceptable to the DEGA from work hereunder until this Agreement is terminated. Immediately upon receipt of written notification, the Professional Contractor shall replace any Employee, including the Project Coordinator, as hereinafter defined, who, in the DEGA's sole opinion, unsatisfactorily performs the Services hereunder, or who is unsatisfactory for the performance of the Services hereunder. In all cases in which an Employee or subcontractor must be replaced, the Professional Contractor shall supply a replacement acceptable to the DEGA as quickly as possible and agrees not to substitute a lower classified Employee or less qualified subcontractor to perform the Services without obtaining prior written approval from the DEGA. The Professional Contractor shall furnish such replacement on a no-charge basis for the period necessary for any retraining or job orientation. The DEGA shall have the right to interview and approve the supervisory staff assigned by the Professional Contractor under this Agreement.

4.02 The DEGA shall have the right of prior approval of all subcontractors assigned to this project, provided that neither this provision nor anything in this Agreement should be construed as waiving or releasing the Professional Contractor from its ultimate responsibility for the work performed by its subcontractors, employees, or consultants. Upon request of the DEGA, the Contractor shall supply a resume of each subcontractor it proposes be assigned to this Agreement, as well as a summary of the subcontractor's professional activities and accomplishments. Each Employee, subcontractor, or consultant, if any, employed or utilized by the Professional Contractor in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to effectively and efficiently perform the Services to conform with the best practices in the industry.

4.03 The Professional Contractor hereby waives any claim against the DEGA, Detroit Economic Growth Corporation (the "DEGC") and the City, and shall hold harmless, defend and indemnify the DEGA, the DEGC and City from, against and for any liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) arising, in connection with, any personal injury to or property damage incurred by it, or by its personnel, Employees, subcontractors, agents, representatives, consultants, parent company, or any individuals or entities associated, or affiliated with, or subsidiary to, the Professional Contractor (such personnel, Employees, subcontractors, agents, consultants, parent company, individuals or entities are collectively herein called the "Associates") while working on this Project, excepting only that

portion of any personal injury claim or property damage which a court of competent jurisdiction holds to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the DEGA, the DEGC or the City acting within the scope of his or her employment. The provisions of this Section 4.03 shall survive the expiration or other termination of this Agreement.

4.04 The Professional Contractor hereby designates, and the DEGA hereby accepts, subject to 4.01, _____, to act as the project coordinator on behalf of the Professional Contractor (the "Project Coordinator), who shall, in addition to his or her other duties, act as liaison between the Professional Contractor and the DEGA. Upon execution of this Agreement, and prior to the start of the Project, the Professional Contractor shall provide the DEGA with a secondary point of contact to avoid any interruption with the Project if the primary Project Coordinator becomes incapacitated, unavailable or unable to perform. All work necessary or desirable to complete the Services hereunder shall be coordinated by the Project Coordinator.

4.05 The Professional Contractor shall arrange the time schedule for the Services and monitor performance, except that all requirements as to the Project time schedule as set forth in this Agreement or a Notice to Proceed shall be adhered to by the Professional Contractor. The Project Coordinator or his/her designated assistant shall, without charge, meet regularly with representatives of the City, DEGC and DEGA to discuss progress made in the performance required hereunder and any problems which may have arisen.

4.06 The Project Coordinator shall inform the DEGA as soon as the following conditions become known:

- (a) Problems, delays or adverse conditions which materially affect the ability to complete the Project or to meet established time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Professional Contractor to resolve the problem or condition and what, if any, assistance is needed from the DEGA to resolve the situation.
- (b) Favorable development of events which enable meeting time schedules sooner than anticipated.

4.07 For the term of this Agreement and for one (1) year after its termination, the Professional Contractor shall not employ any employee or agent of the DEGA without obtaining the DEGA's prior written consent.

4.08 Unless otherwise directed by the DEGA, the Services shall be undertaken in such sequence, if any, described in the Notice to Proceed for the Services in question, and in a manner to assure their proper and expeditious completion prior to the date provided in the Notice to Proceed for those Services.

4.09 The Professional Contractor shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to effectively and efficiently carry out and perform the Services during the term of this Agreement in a manner that is in accordance with skills of a first-class and reputable firm performing the contracted for Services.

4.10 All reports and other written documentation required to be delivered to and certified to the DEGA hereunder shall be provided to the DEGA with three (3) copies, unless otherwise requested by the DEGA, and shall also be provided in electronic form, in a format acceptable to the DEGA. [If requested by the DEGA, said reports and other written documentation shall also be provided to the Planning & Development Department ("P&DD") of the City or to such other persons or entities identified by the DEGA, or both.] All deliverables and work performed under this Agreement shall include a statement of reliance providing that the City, the DEGA and any entity using them for the Project may rely on the deliverables and all work performed pursuant thereto.

ARTICLE 5

Compensation

5.01 The DEGA agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a total amount not to exceed the sum of _____ Dollars, [including any Reimbursable Expenses, as defined below], in accordance with Exhibit B, attached hereto and made a part hereof by this reference.

5.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Professional Contractor may be entitled, and that the Professional Contractor shall not receive any fringe benefits including, but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits in addition to, or in lieu of, those expressly stated herein.

5.03 The DEGA, at its option, may request in writing that the Professional Contractor perform various services ("Additional Services") that are deemed by the DEGA in its sole discretion to be outside the scope of the Services required hereunder and that will require the Professional Contractor to incur additional reasonable costs. It is expressly understood that Additional Services shall be rendered only at the written request of the DEGA at a mutually agreed upon cost. Costs incurred pursuant to this Section 5.03 shall be paid only upon compliance with the terms of this Section, receipt by the DEGA of sufficient funds to reimburse same, and the submission of an invoice in accordance with Section 6.01 hereof. From and after such time as any Additional Services have been authorized by the parties in the manner required by this Section, the term "Services" as used in this Agreement shall be deemed to include such authorized Additional Services.

[5.04 "Reimbursable Expenses" shall mean those expenses authorized in writing by the DEGA, including, but not limited to, mileage, postage, telecopy, copy fees, and telephone charges. [The Professional Contractor acknowledges that reimbursement for Reimbursable Expenses is not contemplated under this Agreement.]

ARTICLE 6

Method of Payment

6.01 Payment for the proper performance of the Services required hereunder, any Additional Services [, or any authorized Reimbursable Expenses] shall be made upon submission by the Professional Contractor of a monthly invoice for payment. Any payment requested by

Professional Contractor shall be consistent with the unit prices set forth in Exhibit A. As used in this Article 6 the term Services includes Additional Services. The invoice shall include the following information:

- (a) The total cost of Services rendered to the Project to date.
- (b) The total cost of all Services for the billing period.
- (c) The date of performance of the Services for that billing period.
- (d) A description of the Services rendered for that billing period.
- (e) [A detailed statement of the Reimbursable Expenses incurred for the billing period.]
- (f) The total charge amount.

6.02 The Professional Contractor shall receive payment for the proper performance of Services approved by the DEGA hereunder, within thirty (30) business days of the submission of an invoice to the DEGA in accordance with the provisions of Section 6.01.

ARTICLE 7 **Termination**

7.01 The DEGA may terminate this Agreement in whole or in part for cause, effective immediately upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor should the Professional Contractor:

- (a) Fail to fulfill in a timely and proper manner its obligations under this Agreement.
- (b) Violate any of the covenants, agreements, or stipulations of this Agreement.
- (c) Cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law.
- (d) Admit in writing its inability to pay its debts generally as they become due.

The Professional Contractor shall be liable to the DEGA for damages sustained by the DEGA by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the DEGA might incur enforcing or attempting to enforce this Agreement, including actual attorneys' fees. The DEGA may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the DEGA from the Professional Contractor is determined, after which time only payments due the Professional Contractor in excess of such damages, if any, shall be remitted to the Professional Contractor. It is expressly understood that the Professional Contractor will remain liable for any damages the DEGA sustains in excess of any set-off. If this Agreement is terminated in this manner, the DEGA may

take over the Services, and complete the same by contract with another party or otherwise, and the Professional Contractor shall be liable to the DEGA for any and all costs incurred by the DEGA thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the DEGA at least thirty (30) business days before the effective date of the termination, should the DEGA fail to fulfill its obligations under this Agreement in a timely and proper manner.

7.03 The DEGA may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article 7, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the effective date thereof, at least fifteen (15) business days prior to the effective date of such termination. If this Agreement is terminated in this manner, the DEGA will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the DEGA on the basis of the Services rendered and accepted by the DEGA; any Reimbursable Expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the DEGA relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the DEGA, represent a fair value of the Services provided, less the amount of any previous payments made. Should the DEGA or the DEGA's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the DEGA or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 5.01 and any additional compensation due the Professional Contractor pursuant to any duly authorized Amendments, as defined below.

7.04 Upon receipt of a Notice of Termination, and except as otherwise directed by the DEGA, the Professional Contractor shall:

- (a) Stop work under this Agreement 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 DEGA shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated.
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work that has been terminated.
- (d) As of the date the termination is effective, preserve all records and submit such records and reports to the DEGA as the DEGA shall specify, and furnish to the DEGA an inventory of all furnishings, equipment, and other property purchased for the Agreement, if any, and carry out such directives

as the DEGA may issue concerning the safeguarding or disposition of files and other property.

- (e) Submit a final report of receipts and expenditures of funds relating to this Agreement within thirty (30) days of the Notice of Termination, and a list of all creditors, subcontractors, lessors, and/or other parties with whom the Professional Contractor has incurred financial obligations pursuant to this Agreement, if any.

ARTICLE 8 **Amendments**

8.01 From time to time the DEGA may consider it in its best interest to change, modify, or extend a term, condition, or covenant of this Agreement, or to require changes in the scope of the services to be performed by the Professional Contractor, or to require the Professional Contractor to perform Additional Services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the DEGA and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or the DEGA from any of its obligations under this Agreement, unless so stated therein.

8.02 No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instruction shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the DEGA, or any other person, either before or after the execution of the Agreement, shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE 9 **Conflict of Interest**

9.01 The Professional Contractor warrants and covenants that it does not have, and that during the performance of this Agreement it will not have, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member, or employee of the DEGA or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect, in the Professional Contractor (if an entity or organization), this Agreement or the proceeds hereof.

ARTICLE 10 **Assignment and Subcontracting**

10.01 The Professional Contractor shall not directly or indirectly assign, subcontract, or encumber any interest whatsoever in this Agreement, and shall not transfer any interest in the same

(whether by assignment or novation), without the prior written consent of the DEGA. Any such consent given in any one instance shall not relieve the Professional Contractor of its obligation to obtain the prior written consent of the DEGA to any further assignment.

10.02 This Agreement shall inure in all respects to the DEGA, its agents, successors, and assigns.

10.03 In the event that the Professional Contractor enters into subcontract(s) under this Agreement, the Professional Contractor shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder in amounts and types equal to those required from the Professional Contractor and set forth in Article 13.

10.04 The Professional Contractor shall ensure that any of its obligations or assurances under this Agreement which involve work to be performed by a subcontractor, shall be incorporated in the terms any contract between the Professional Contractor and a subcontractor.

ARTICLE 11

Confidentiality and Proprietary Information

11.01 The Professional Contractor agrees that it shall take appropriate action with respect to its Associates to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be fully satisfied.

11.02 All information or material provided by the DEGA to the Professional Contractor or its Associates whether provided before or after the date of this Agreement, and whether or not specifically identified as confidential, including any information provided orally, in writing, in computer readable form or otherwise, and all summaries, analyses, compilations, data, studies or other documents prepared by the Professional Contractor or its associates containing, or based in whole or part on any such furnished information or otherwise prepared or assembled by the Professional Contractor under this Agreement, including but not limited to the Work Product, are confidential, and the Professional Contractor agrees that such information or material shall not be made available to any individual or organization without prior written consent of the DEGA and shall not be used by the Professional Contractor or its Associates for any purposes other than the Project, except as expressly permitted by this Agreement. In the event that the Professional Contractor or its Associates shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential, the Professional Contractor shall give immediate written notice to the DEGA. Upon receipt of such notice, the DEGA expressly reserves the right to interpose all objections it may have to the disclosure of such information.

11.03 Without limiting the generality of Section 11.05, all Work Product, shall be the property of the DEGA. The Professional Contractor shall be permitted to retain for informational purposes copies, including reproducible copies and electronic media copies, of Work Product. The Work Product shall not be used by the Professional Contractor on projects or for any purpose other than the Project.

11.04 The Professional Contractor shall promptly deliver to the DEGA upon the DEGA's request all of such property. The Professional Contractor acknowledges that any

intentional failure or delay on its part to deliver the Work Product to the DEGA will cause irreparable injury to the DEGA not adequately compensable in damages and for which the DEGA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DEGA may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product.

11.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), contact lists, appointment logs, meeting notes, data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes, or other materials, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement (herein collectively called the "Work Product") shall become the DEGA's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. For purposes of this Agreement, the Work Product definition shall specifically include, but not be limited to, any technology, marketing materials, system designs, software, source codes, or any other original works of authorship of the Professional Contractor. Upon the DEGA's request, the Professional Contractor shall promptly deliver to the DEGA all of such Work Product, and the DEGA shall return all of the Professional Contractor's properties to it. The Professional Contractor acknowledges that any failure or delay on its part to deliver the Work Product to the DEGA will cause irreparable injury to the DEGA which is not adequately compensable in damages, and for which the DEGA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DEGA may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The DEGA shall have full and unrestricted use of the Work Product for the purpose of completing the Project. Subject to Article 11, the Professional Contractor may retain copies of the Work Product solely for archival purposes at its own expense, with the consent of the DEGA, which consent shall not be unreasonably withheld.

11.06 The provisions of this Article 11 shall survive termination or expiration of this Agreement.

ARTICLE 12

Indemnity

12.01 The Professional Contractor agrees to indemnify, defend, and hold harmless the DEGA, the DEGC and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the DEGA, the DEGC or the City by reason of any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of Associates, or their agents and employees.
- (b) Any failure by the Professional Contractor, or any of its Associates to perform its obligations, either implied or expressed, under this Agreement.

- (c) Any failure to act or misrepresentation by the Professional Contractor or any of its Associates in connection with the Project.
- [(d) Any release or threatened release of a hazardous substance or hazardous waste.
- (e) Any improper disposal, storage or transport of any hazardous substance or hazardous waste.]

The Professional Contractor also agrees to hold the DEGC, the City and the DEGA harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the DEGA or DEGC which arises out of the negligent performance by the Professional Contractor or its Associates of the Services under this Agreement.

12.02 The Professional Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any the DEGA or DEGC premises or any work sites, and shall examine all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services, and shall, where appropriate, prepare and adhere to a written health and safety plan for itself and its contractors. The Professional Contractor waives and releases any claim or liability against the DEGA and the DEGC for personal injury or property damage sustained by it or its Associates while performing under this Agreement.

12.03 In the event any action or proceeding shall be brought against the DEGA, the DEGC or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor shall, upon notice from the DEGA, at the Professional Contractor's sole cost and expense, resist or defend the same with counsel of the Professional Contractor's choice, provided the counsel is acceptable to the DEGA and/or the City.

12.04 The Professional Contractor agrees that it is its responsibility, and not the responsibility of the DEGA, to safeguard the property and materials that any employees, consultants, or subcontractors or other Associates use or have in their possession while performing under this Agreement. Further, the Professional Contractor agrees to indemnify, hold harmless and defend DEGA and the DEGC for, from and against any loss of such property and materials used by, or in the possession of, such persons pursuant to the Professional Contractor's performance under this Agreement.

12.05 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts. In addition, the Professional Contractor agrees to hold the DEGA, the DEGC and the City harmless from the payment of any deductible on any insurance policy. The Professional Contractor agrees that it will require the same indemnification of the DEGA, the DEGC and City by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement. The Professional Contractor's obligations under this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13

Insurance

13.01 The Professional Contractor shall, provide the DEGA with evidence of any insurance required of the Professional Contractor by this Article 13 promptly upon execution of this Agreement and in any event prior to the commencement of the Services. Notwithstanding anything to the contrary in this Agreement, the Professional Contractor shall not be entitled to receive any compensation under this Agreement unless and until the Professional Contractor has fully complied with this Article 13.

13.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances:

- (a) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Professional Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- (b) Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;

If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured , the policy shall contain the following cross liability endorsement:

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

The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Professional Contractor's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.

- (c) Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Professional Contractor.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.
- (d) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- [(e) Pollution Legal Liability insurance and Contractor Pollution Liability insurance in amounts and on terms satisfactory to the DEGA.]

13.03 If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the DEGA, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the DEGA.

13.04 The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the DEGA. Certificates of insurance evidencing such coverage shall be submitted to the DEGA at the time it executes this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies. Prior to the commencement of the Services, the Professional Contractor shall provide the DEGA with certified copies of all required policies.

13.05 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

13.07 The Comprehensive General Liability insurance policy shall name the "City of Detroit" and "Detroit Economic Growth Association" as additional insureds, and shall state that the Professional Contractor's insurance is primary, with respect to the City of Detroit, and the DEGA as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the DEGA.

* Professional Liability insurance may be obtained on claims made basis, but the Consultant will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Consultant.

13.08 In the event that the Professional Contractor retains, in accordance with this Agreement, a consultant or subcontractor to perform any of the Services, such consultant or subcontractor shall be required to maintain insurance identical to the insurance coverages set forth in this Article 13, including but not limited to the requirements set forth in Section 13.07, and such additional coverages as the DEGA may require of such consultant or subcontractor.

ARTICLE 14

Fair Employment Practices

14.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Professional Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment or hire because of his/her religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

14.02 The Professional Contractor agrees to comply with City of Detroit Executive Orders Nos. 2003-4 and 2007-01, if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Human Rights Department pursuant thereto. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City pursuant to this Article.

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

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the DEGA or the City of Detroit Human Rights Department pursuant to this Section.

14.03 The Professional Contractor further agrees that it will notify any subcontractor of its obligations relative to nondiscrimination and affirmative action under this Agreement when hiring any subcontractor, and will include the provisions of this Article in such subcontract, as well as

provide the DEGA a copy of any subcontract agreement upon request. The Professional Contractor further agrees to take such action with respect to any subcontract procurement as the DEGA may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

14.04 Breach of the terms and conditions of this Article 14 may be regarded as a material breach of this Agreement.

ARTICLE 15
Notices

15.01 All notices, consents, approvals, requests, reports, and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail or nationally recognized overnight courier service, postage prepaid and addressed as follows:

If to DEGA:

Economic Development Corporation of the City of Detroit
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent

with a copy to:

Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel

If to Professional Contractor:

Attention: _____

15.02 Notices shall be deemed received three (3) days after the day of mailing if delivered by registered or certified mail, or one (1) business day after deposit with a nationally recognized overnight courier service. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE 16
Government Regulations

16.01 The Professional Contractor shall comply with all laws, rules, regulations, orders, etc. (hereinafter referred to as the "Regulations") of all government agencies applicable to the Services performed under this Agreement. The Professional Contractor shall cooperate with the DEGA in promptly furnishing any information required by such agencies. It shall be an obligation of the Professional Contractor to keep itself informed of the Regulations which are applicable to the Services.

16.02 The Professional Contractor shall include and contractually obligate all its subcontractors, suppliers and vendors to specifically conform to all of the requirements of this Article 16 in the performance of the Services.

ARTICLE 17
Miscellaneous

17.01 No failure by the DEGA to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right, term, or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term, or condition of this Agreement, and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Each party reserves, and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party, and expressly stated to constitute a waiver.

17.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.03 This instrument, including all Exhibits hereto, contains the entire agreement between the parties, and all prior negotiations and agreements are merged herein. Neither the DEGA nor any agents of the DEGA have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Professional Contractor by implication or otherwise unless expressly set forth herein. The Professional Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

17.04 Unless the context otherwise expressly requires, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

17.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

17.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

17.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to, and construed according to, the laws of the State of Michigan. The Professional Contractor agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 15 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the DEGA because of any matter whatsoever arising out of or relating to the validity, construction, interpretation, and enforcement of this Agreement in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals, or the Michigan Supreme Court.

17.08 If any affiliate (as hereinafter defined) of the Professional Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Professional Contractor with right legal effect. "Affiliate" shall mean a "parent", subsidiary, or other company controlling, controlled by, or in common control with, the Professional Contractor.

17.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement the DEGA may contract with other consulting firms, and that the Professional Contractor is free to render the same or similar advisory services to other clients; provided, however, that the Professional Contractor's obligations to the DEGA contained in this Agreement will not be affected in any manner.

17.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the DEGA's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the DEGA may, at its option, terminate this Agreement, pursuant to Article 7 hereof.

17.11 This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the DEGA shall submit to the Professional Contractor a confirmed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES

DEGA

ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF DETROIT

Print Name: _____

By: _____

Print Name: _____

Its: Authorized Agent

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Print Name: _____

WITNESSES:

CONSULTANT

Print Name: _____

By: _____

Print Name:

Its: _____

Print Name: _____

Approved as to form only:

General Counsel to DEGA

By: _____

Rebecca A. Navin, Esq.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

BUDGET

(see attached)

EXHIBIT C

(alternate)

This Exhibit is intentional left blank

Attachment D: PROFESSIONAL SERVICES AGREEMENT