

CONTRACT

This Contract (the "Contract") made and executed this **24th** day of **January, 2019**, by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate of the State of Michigan, organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter the "Authority"), and the **CITY OF DETROIT**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan acting by and through its **CIVIL RIGHTS, INCLUSION, AND OPPORTUNITY DEPARTMENT** (hereinafter the "City").

WITNESSETH:

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

WHEREAS, the City desires to engage the assistance of the Authority to manage capital improvements and related services for the Civil Rights, Inclusion, and Opportunity Department.

WHEREAS, the total cost of the Project is estimated to be One Hundred Thousand and 00/100 Dollars (\$100,000.00) Dollars; and

WHEREAS, such funds are currently available for this Project; and

WHEREAS, the City has advised the Commissioners of the Authority that the Project is necessary and advisable to meet the needs of the citizens of the City and others; and

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

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

ARTICLE I
Duties of the City

1.01. The City shall pay the Authority for all vouchers received from the Authority for work performed and to be performed on the Project, within the time period required for payment under the terms and conditions of any and all contracts assigned by the City to the Authority or entered into by the Authority for the benefit of the City with respect to the Project.

1.02. The City shall execute such other contracts and provide such other information, plans and specifications as the Authority may reasonably require for completing the Project.

ARTICLE II
Duties of the Authority

2.01. The Authority may require and secure from any contractor undertaking work on the Project necessary and proper bonds to guarantee the performance of said contract, labor and material bonds and shall require Workers' Compensation, Comprehensive General Liability and Automobile Liability Insurance in such amounts, with such features and in such form as is mutually agreed upon by the parties, or as may be required by law. To the extent permitted by law and commercially available, the City and the Authority shall be named as additional insured on all such insurance.

ARTICLE III
Access to Site

3.01. In consideration for the management of the Project as herein specified, the City agrees to grant the Authority such access to the site upon which the Project is to be constructed, as more particularly described in Exhibit A to the Contract (the "Project Site"), for such period of time commencing on the date of this Contract and ending no later than three years from such date, subject to the provisions of Article VIII and Article IX hereof.

ARTICLE IV
Compliance with Law

4.01. The City and the Authority covenant and agree that they will not permit the use of the Project in any manner inconsistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto. The City further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations to the Project which, during the term of this Contract, may be required at any time by reason of local, state or federal laws, and to save the Authority harmless and free from all cost or damage in respect thereto.

ARTICLE V

[Intentionally omitted.]

ARTICLE VI
Insurance

6.01. The City shall provide and maintain insurance of the type and in the amount customarily provided for other projects of the type here being constructed.

6.02. The City shall have the right, in its sole discretion, to self-insure the Project against any portion or all of the risks which are customarily insured against in projects of the type here being constructed.

6.03. Any funds received by the Authority or the City from any insurance policies, or from self-insurance funds, or otherwise, because of casualty or damage to the Project, shall be used promptly to restore the Project to a condition satisfactory to the Authority and the City. If such funds are not sufficient to so restore the Project, the City shall provide sufficient additional funds therefor in such amounts as the City and the Authority may agree.

ARTICLE VII
Assignment

7.01. The rights, duties and obligations of the City and the Authority, as specified in this Contract, shall not be assigned, in whole or in part, during the term of this Contract.

ARTICLE VIII
Term of Contract

8.01. This Contract shall terminate three (3) years from the date of this Contract, unless otherwise agreed by the Authority and the City.

ARTICLE IX
Default

9.01. In the event that a party hereto defaults or materially breaches the terms and conditions of this Contract, the non-defaulting party may terminate this Contract upon thirty (30) days prior written notice. The party claiming the right to terminate hereunder shall specify in its written notice the reason(s) underlying the alleged default.

9.02. This Contract may be terminated at any time prior to completion of the Project by the mutual written consent of the parties hereto.

ARTICLE X
Payment for Work

10.01. Upon execution of the Contract, the City agrees to authorize vouchers to pay all invoices and requests for payment submitted to it by the Authority for all work performed and to be performed pursuant to the Contract and such additional expenses, including the reasonable administrative costs of the Authority, as the Authority in its best judgment deems necessary, in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

ARTICLE XI
Indemnification

11.01. To the extent permitted by law, the City agrees to defend, indemnify and hold harmless the Authority, its Commissioners, employees or representatives from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses and consultants which may be imposed upon, incurred by or asserted against the Authority, arising from any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or nonuse of said Project, or by reason of any act or thing done or not done on, in or about said Project or in relation thereto.

ARTICLE XII
Access to the Project

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

ARTICLE XIII
Condemnation or Destruction

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

ARTICLE XIV
Fair Employment Practices

14.01 Compliance with State and Federal Laws. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal opportunity, including but not limited to, Titles VI and VII

of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations issued pursuant to those Titles (28 C.F.R. Part 42), 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 Authority agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his (or her) hire, tenure, terms, conditions or privileges of employment or hire because of his (or her) religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Authority recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its contractors.

14.02. Compliance with City Laws. The Authority agrees to comply with all rules and procedures adopted by the Human Rights Department and shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the Contract with respect to his (or her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation.

The Authority shall promptly furnish any information required by the City Human Rights Department pursuant to this Section 14.02.

14.03. Compliance of Contractors. The Authority agrees that it shall notify any of its contractors of its obligations relative to nondiscrimination under this Contract when soliciting same and shall include the provisions of this Article in any contract, as well as provide the City with a copy of any such contract. With respect to any contract for the procurement of goods and services for the Project, the Authority further agrees to take such action as the City may lawfully direct as a means of enforcing such provisions.

14.04 Anti-Kickback Laws. The Authority shall require that each of its contractors comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874), and shall prohibit such contractors from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractors of the Authority shall be required to insert in their subcontracts substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

14.05 Anti-Bribery. Contractors of the Authority and each of their subcontractors are prohibited from paying or accepting any bribe in connection with securing a contract entered into pursuant to this Contract or in connection with performing under the terms of such a contract. Contractors of the Authority shall insert in their subcontracts substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

14.06. Material Breach. Breach of the covenants in this Article XIV shall be deemed to be a material breach of this Contract.

ARTICLE XV
Notices

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

If to the City: City of Detroit
Civil Rights, Inclusion & Opportunity Department
Coleman A. Young Municipal Center
Two Woodward Avenue, Suite 1240
Detroit, Michigan 48226
Attention: Kenyetta Walker, Deputy Director

If to the Authority: City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: Tyrone Clifton, Director

With a copy to: Allen Law Group P.C.
3011 W. Grand Blvd Suite 2500
Detroit, Michigan 48202
Attention: Floyd E. Allen, Esq.

ARTICLE XVI
Amendments

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

16.02. No Amendment to this Contract which increases the financial obligation of the City as stated in Article X hereof shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and

acknowledged by duly authorized representatives of both parties, and is approved by the City of Detroit City Council.

ARTICLE XVII
Additional Provisions

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

17.02. This Contract shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

17.03. This Contract contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Contract which are not expressly set forth herein, are void.

17.04. If any provision or part of this Contract contravenes or is invalid under the laws of the State of Michigan and/or federal law, such contravention and invalidity shall not invalidate the whole of the Contract, and this Contract shall be construed as if it does not contain such provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

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

17.06. This Contract shall be governed by the laws of the State of Michigan, and the rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity.

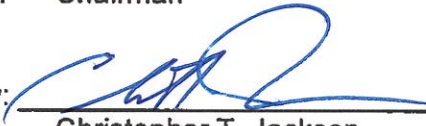
17.07 The relationship of the Authority to the City is and shall continue to be that of an independent contractor. It is not intended for this Contract to create any relationship of principal and agent or establish any partnership, joint venture, association or other entity.

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

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

By: 
~~Bryan Barnhill, III, DDA Chairman~~
Bryan Barnhill, III

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

CITY OF DETROIT

By: 

Its: DIRECTOR, Civil Rights, Inclusion & Opportunity

APPROVED AS TO FORM:

Floyd E. Allen

General Counsel, City of
Detroit Building Authority

APPROVED AS TO FORM:

OFFICE OF CONTRACTING AND
PROCUREMENT

Corporation Counsel for
the City of Detroit

Chief Procurement Officer

This Contract was approved by City Council on:

Date

EXHIBIT A

Project and Project Site

Funds encumbered by this Contract shall be used for the engineering and construction renovation of approximately 1,500 square feet (Legal and Administrative areas) of office and corridor space on the 12th Floor within Coleman A. Young Municipal Center located at Two Woodward, Detroit, MI 48226. Services to be performed under this contract are including but not limited to the following:

- Architectural/Engineering Services
- Consulting Services
- Construction Services
- Technology Professional Services
- Technology Specialty Items Purchase and Installation
- Security Systems Coordination and Installation

The Civil Rights, Inclusion & Opportunity Department are restructuring and expanding some of their services and these renovations are critical to their long-term plans and operations. These renovations will be connected within the City's technology infrastructure and will be integrated with all available data sources and devices.



Procurement Request Form


Department	The Detroit Building Authority	Procurement Request	
Division		RFP	
Requestor	Roger Short	RFQ	
Phone Number	313-224-5932	Staples/Grainger	

Description of required goods/service Attach Scope of Work or Specifications		
Purpose for procurement		Renovations to Offices
One time or ongoing purchase		On Going
Current Contract?	YES NO	Contract #:
Suggested Vendor?	YES NO	
Sole Source?	YES NO	If Yes attach copy of Contract Exception Form
When are goods/services needed?		
Grant Funded?	YES NO	If Yes attach copy of Approved Grant Budget

Funding Plan

FUND	APPRN	COST CENTER	OBJECT CODE	PROJECT	ACTIVITY	INTRAFUND	FUTURE	DOLLAR VALUE
1000	00250	290010	622200					

Approvals

	
Department Approval	Date 04/26/2019
OGM Approval (if grant funded)	Date

Section to be completed by ODFS Staff

Date Received		Delays	
Date Completed		Funding not available	
Purchase Requisition Number		Missing/Incomplete SOW	
Name of Requisitioner		Missing/Incomplete Information	
Date Req # sent to Depart		Date sent to OGM	
Purchase Order Number		Date received from OGM	

Re: CRIO's Office Build Out

SS

Shaun Stokes

Yesterday, 4:31 PM

Marc Tirikian; Kenyetta Walker; Sarah Sooknanan; Roger Short; Charity+2 more ↕



Reply all | ▾

Inbox

Hello,

You can use the below funding string

1000-00250-290010-622200-000000-00000-0000-000000

Shaun M. Stokes
Supervisory Accountant
Office of Departmental Financial Services
Government Operations
City of Detroit
(313) 224-3303
stokess882@detroitmi.gov

Michael E. Duggan, Mayor

From: Marc Tirikian
Sent: Friday, April 26, 2019 3:59 PM
To: Kenyetta Walker; Shaun Stokes; Sarah Sooknanan; Roger Short
Cc: Charity Dean; Vuarnet Smith; Kenyetta Walker
Subject: Re: CRIO's Office Build Out

Thanks Kenyetta. I am copying Roger Short here from our DBA team for further correspondence.
Marc

From: Kenyetta Walker
Sent: Friday, April 26, 2019 3:25:20 PM
To: Shaun Stokes; Sarah Sooknanan
Cc: Charity Dean; Vuarnet Smith; Marc Tirikian; Kenyetta Walker
Subject: CRIO's Office Build Out

Hi Shaun,