

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT, MICHIGAN**

**AND**

**FIVE STAR ENERGY SERVICES, LLC.**

**CONTRACT NO.: 6006365  
PRIVATE SEWER REPAIR PROGRAM (PSRP)**

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**CITY OF DETROIT  
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Housing and Revitalization Department ("City"), and FIVE STAR ENERGY SERVICES, LLC, a WISCONSIN for LIMITED LIABILITY CORPORATION, with its principal place of business located at W 2287055 Enterprise Drive, Big Bend, Wisconsin 53103 ("Contractor").

**Recitals:**

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1: Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

“Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees. "City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

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

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

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

"Exhibit D" is the COVID-19 General Conditions required for eligible expenses reimbursement.

"Exhibit E" Crosscutting Federal Regulations required for Community Development Block Grant – Disaster Recovery (CDBG-DR) federal funding.

"Exhibit F" Additional Obligations & Requirements For Construction, Maintenance Or Repair Contracts And Subcontracts.

"Exhibit H" Price and Payment Procedures as required by Detroit Water and Sewerage Department (DWSD) the project manager for the City.

"Exhibit I" Community Development Block Grant Agreement in full text.

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

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

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

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

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

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

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

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

## **Article 2: Engagement of Contractor**

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

## **Article 3: Contractor's Representations and Warranties**

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly quali-

fied to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

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

**Article 4: Contract Effective Date and Time of Performance**

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the

Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

#### **Article 5: Data To Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

#### **Article 6: Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

### **Article 7: Compensation**

- 7.01 Compensation for Services provided shall not exceed the amount three million and 0 /100. Dollars \$3,000,000.00 inclusive of expenses and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 18, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Ericka J. Meah  
Deputy Chief Operating Officer  
Detroit Water and Sewerage Department  
6425 Huber Street. Detroit, MI 48211  
C: 313.900.6625  
E: ericka.meah@detroitmi.gov

The City employee from whom payment should be requested is:

Andrew Gaines  
CDBG-DR PSRP Program Director  
City of Detroit – Housing and Revitalization Department  
Coleman A. Young Municipal Center  
2 Woodward Ave. Suite 908, Detroit, MI 48226  
C: 313-900-7254  
E: andrew.gaines@detroitmi.gov

### **Article 8: Maintenance and Audit of Records**

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.



8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

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

### **Article 9: Indemnity**

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and

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

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

**Article 10: Insurance**

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

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory Minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability	\$2,000,000.00 each occurrence Insurance (Broad Form \$4,000,000.00 aggregate Comprehensive)
d. Automobile Liability Insurance	\$1,000,000.00 combined single limit for bodily injury and property damage non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)

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

### **Article 11: Default and Termination**

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

- 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
- 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- 3) The Contractor ceases to perform under the Contract; or
- 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- 10) The Contractor fails in any of the agreements set forth in this Contract; or
- 11) The Contractor ceases to conduct business in the normal course; or
- 12) The Contractor admits its inability to pay its debts generally as they become due.

b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination

for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

- b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

#### **Article 12: Assignment**

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

#### **Article 13: Subcontracting**

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be

deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

#### **Article 14: Conflict of Interest**

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.05 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest ( as set forth in Sections 14.01 through 14.04 above) or any relationship or actions that might give the appearance that a conflict of interest ( as set forth in Sections 14.01 through 14.04 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.

- 14.06 The Contractor shall provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.07 The Contractor’s Statement of Political Contributions and Expenditures shall be attached to this Contract as “Exhibit C” and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.08 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

**Article 15: Confidential Information**

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

**Article 16: Compliance with Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.



## **Article 17: Office of Inspector General**

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 17.08. In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 17.09. Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub) contractor(s) to conduct any City business.

- 17.10 In accordance with Section 17-5-352 (c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

#### **Article 18: Amendments**

- 18.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 18.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 18.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

#### **Article 19: Fair Employment Practices**

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 19 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 19 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

#### **Article 20: Notices**

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

*If to the Home Revitalization Department on behalf of the City:*

Rico Razo  
Chief of Home Repair & Neighborhood Services  
City of Detroit – Housing and Revitalization Department  
Coleman A. Young Municipal Center  
2 Woodward Ave. Suite 908, Detroit, MI 48226  
C: (313) 205-9656  
E: razor@detroitmi.gov

*If to the Contractor:*

Attention: Eric Mazoch  
Title: Controller  
Company Name: Five Star Energy Services, LLC  
Address: 1581 E Racine Avenue, Waukesha, WI 53186  
C: 414.350.7014  
E: Eric@fivestarenergyservices.com

- 20.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 20.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 20 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

### **Article 21: Proprietary Rights and Indemnity**

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the

Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

- 21.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 21.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 21.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 21.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

## **Article 22: Force Majeure**

- 22.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of

God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Contractor's economic hardship and changes in the market conditions are not considered a Force Majeure Event. In the event of a dispute between the parties with regard to what constitutes a Force Majeure Event, the City's reasonable determination shall be controlling.

- 22.02 Upon the occurrence of a Force Majeure Event, Contractor shall (i) give prompt written notice to (1) the City and (2) the City's Office of Contracting and Procurement that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, (iii) keep the City apprised of Contractor's progress in remediating the effects of the Force Majeure Event; and (iii) promptly resume performance under the Contract.
- 22.03 If a Force Majeure Event prevents Contractor from performing under the Contract for a continuous period of at least ten (10) business days, the City may terminate this Contract immediately by giving written notice to Contractor as required under the Contract.

#### **Article 23: Waiver**

- 23.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 23.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

#### **Article 24: Miscellaneous**

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

and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

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

## **Article 25: Invoice Submission and Payment**

- 25.01 All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not

be paid. It is the Supplier's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment: Price on invoice must correspond to the pricing listed on purchase order and/or contract.

- 25.02 Supplier must submit price lists in accordance with bid requirements
- 25.03 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment
- 25.04 Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to [procurementinthecloud@detroitmi.gov](mailto:procurementinthecloud@detroitmi.gov).

### **Article 26: Board of Ethics**

- 26.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any, to cooperate with the Board of Ethics in any investigation.
- 26.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of officer, discipline, debarment or any other applicable penalty.
- 26.03 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

(Signatures appear on next page)

**Signature Page**

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

City of Detroit - HRD:

By: Julie Schneider  
Name  
Director  
Title  
Date: 8/7/2024

Contractor - Five Star Energy Services, LLC:  
By: [Signature]  
Name MIKE KLUMB  
Title PRESIDENT & CEO

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON:

July 17, 2024  
Date

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

May 21, 2024  
Date

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

DocuSigned by:  
Toni Stewart-Limmitt  
Chief Procurement Officer  
Date: 8/7/2024

June 27, 2024  
Corporation Counsel  
Date

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



## **EXHIBIT A: SCOPE OF SERVICES**

### **I. Notice to Proceed**

The term of this Contract shall begin upon approval by the Detroit City Council, and shall continue for a term of three (3) years. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

### **II. Services to be Performed**

#### **A. Background/Description of Environment**

The U.S. Department of Housing and Urban Development (HUD) has allocated the City of Detroit, through its Housing and Revitalization Department (HRD) \$95,228,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to support long-term recovery efforts following storm events from the 2021 Presidential Major Disaster Declaration (federal disaster declaration FEMA #4607 - Michigan Severe Storms, Flooding and Tornadoes) with no matching requirements. These funds were allocated through the publication of the Federal Register, Vol. 87, No. 100, May 24, 2022, and 6368-N-01 January 18, 2023. The allocation was made available through the Disaster Relief Supplemental Appropriations Act Public Law 117-43 and 117-180. The CDBG-DR program funds necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization, and mitigation.

The City has developed an Action Plan that provides a framework for the expenditure of funds. The City of Detroit is expanding its basement flooding protection program to improve underground private lateral sewer lines through the CDBG-DR Private Sewer Repair Program (PSRP). The improvements alone cannot completely protect a home from basement flooding. With increasingly frequent and severe weather events related to climate change, it is essential that the City of Detroit seek the appropriate action to reduce the risk of basement flooding.

Contractor shall improve the sewer infrastructure for up to 1,500 single-family homes as assigned in twenty-two (22) eligible neighborhoods across 3 City of Detroit Districts (listed below). “Single-family” is defined as a home with 1-4 units:

- **District 4:** Cornerstone Village, Morningside, Chandler Park, Fox Creek, Riverbend, West End
- **District 6:** Midwest, Chadsey-Condon, Claytown, North Corktown, Michigan-Martin
- **District 7:** Aviation Sub, Garden View, Plymouth-I96, Plymouth-Hubell, Paveway, We Care Community, Fiskhorn, Joy-Schaefer, Warrendale, Warren Ave Community, Barton-McFarland

#### **B. Statement Of Work**

Contractors shall provide for licensed plumbers, or master plumbers to provide installed/constructed cost for implementation of one or more of the work items described below to reduce basement backup and flooding. Review Attachment Exhibit E - Cross Cutting Federal Regulations that explains the tasks that are required below and the instructions on pricing by unit.

**C. Private Sewer Repair Program (PSRP) are separated into three (3) job tasks:**

**1. Outside Sewer Lateral Work Only**

- Clean and inspect of private lateral sewer from home to the point of connection with the public sewer (not the alley right of way line)
- Repair or replace private lateral sewer and install cleanout
- Install backflow water valve on private lateral sewer
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.

**2. Inside Work Only**

- Install backflow water valve and sump pump with sump pump overflow
- Disconnect downspout and install extension, where possible to a proper place of disposal. Extension shall be at least 3 feet from the building foundation.
- Install sump pump overflow to discharge outside to surface (applies to existing sump pumps only) where there is a backflow water valve existing on the sanitary line.
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.

**3. Inside Work and Outside Lateral Work**

- Clean and inspect of private lateral sewer from home to the point of connection with the public sewer (not the alley right of way line)
- Repair or replace private lateral sewer and install cleanout
- Install backflow water valve on private lateral sewer
- Install backflow water valve and sump pump with sump pump overflow
- Disconnect downspout and install extension, where possible to a proper place of disposal. Extension shall be at least 3 feet from the building foundation.
- Install sump pump overflow to discharge outside to surface (applies to existing sump pumps only) where there is a backflow water valve existing on the sanitary line.
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.

- 4.** All contractors shall be registered with the City of Detroit Buildings Safety Engineering and Environmental Department. With the proper documentation this is done in the office, at the Coleman A. Young Municipal Center, 2 Woodward Ave. Room 408. An appointment is required and can be made at <https://detroitmi.gov/departments/buildings-safety-engineering-and-environmental-department>

- 5.** The Following documentation shall be maintained, current, and available for City inspection at any time:

- Driver License, (if the Master is a different person than the contractor, both Driver's Licenses are required)
- Master Plumbers License issued by the State of Michigan
- Plumbing Contractors License issued by the State of Michigan

**EXHIBIT B: FEE SCHEDULE****I. General**

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Three-Million and 00/100 Dollars (\$3,000,000.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

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

**II. Project Fees**

The following chart outlines the costs for this project:

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Recommended Unit Price</u>
1	Mobilization	EACH	\$400.00
2	Permit - Application Fee	EACH	\$73.00
3	Permit - Backflow Preventers	EACH	\$44.00
4	Permit - Drains/Sewers (any size, sanitary, storm, combined)	EACH	\$146.00
5	Permit - Sub-Soil Drain Sumps	EACH	\$44.00
6	Sewer, Video Inspection, Lateral	EACH	\$400.00
7	Sewer Lateral Replacement, 0' to 5' in Depth	LFT	\$275.00
8	Sewer Lateral Replacement, Greater than 5' to 10' in Depth	LFT	\$550.00
9	Sewer Lateral Replacement, Greater than 10' to 20' in Depth	LFT	\$600.00
10	Trap Removal and Replacement	EACH	\$2,200.00
11	Downspout Disconnection and Installation of Downspout Extension	EACH	\$200.00
12	Inside Sewer Backflow Prevention Valve Installation	EACH	\$2,300.00
13	Outside Sewer Backflow Prevention Valve Installation	EACH	\$7,000.00
14	Sump Pump Installation	EACH	\$3,500.00
15	Cleanout Installation	EACH	\$1,500.00
16	Wood Fence, Remove and Replace, 4 foot	LFT	\$50.00
17	Wood Fence, Remove and Replace, 6 foot	LFT	\$55.00
18	Chain Link Fence, Remove and Replace, 4 foot	LFT	\$55.00

19	Chain Link Fence, Remove and Replace, 6 foot	LFT	\$75.00
20	Vinyl Fence, Remove and Replace, 4 foot	LFT	\$85.00
21	Vinyl Fence, Remove and Replace, 6 foot	LFT	\$95.00
22	Aggregate Base	CYD	\$65.00
23	Sidewalk, Concrete, 4 inch	SFT	\$12.00
24	Sidewalk, Concrete, 6 inch	SFT	\$14.50
25	Driveway, Concrete	CYD	\$640.00
26	Curb, Concrete	LFT	\$60.00
27	Curb and Gutter, Concrete	LFT	\$84.00
28	Pavement, Concrete	CYD	\$650.00
29	Pavement, Reinforced Concrete	CYD	\$700.00
30	Concrete Base	CYD	\$625.00
31	Reinforced Concrete Base	CYD	\$675.00
32	Concrete Dowels, MDOT, Dowel Basket	LFT	\$52.00
33	HMA Pavement, 36A	TON	\$400.00
34	HMA Pavement, 13A	TON	\$400.00
35	HMA Pavement, MDOT, 5E3	TON	\$500.00
36	HMA Pavement, MDOT, 4E3	TON	\$500.00
37	Temporary Cold Patch	SFT	\$7.00
38	Traffic Control, State R.O.W.	EACH	\$2,000.00
39	Traffic Control, County R.O.W.	EACH	\$2,000.00
40	Traffic Control, Major Thoroughfare City R.O.W.	EACH	\$1,000.00
41	HMA Pavement, Removal, Milling	SYD	\$250.00
42	Pavement, Removal	SYD	\$25.00
43	Pavement, Removal, MDOT R.O.W.	SYD	\$150.00
44	Topsoil	CYD	\$55.00
45	Sodding	SFT	\$9.75
46	Seeding	SFT	\$0.75
47	Hydroseeding	SFT	\$4.00
48	Mulching	SFT	\$0.25
49	Tree, Remove, Greater than 18 inch Diameter	EACH	\$3,500.00
50	Tree, Remove, 6 inch to 18 inch Diameter	EACH	\$1,800.00
51	Tree Root Removal	SFT	\$30.00
52	Tree Stump Removal	EACH	\$715.00

<b>53</b>	<b>Trees</b>	<b>EACH</b>	<b>\$1,200.00</b>
<b>54</b>	<b>Shrubs</b>	<b>EACH</b>	<b>\$600.00</b>
<b>55</b>	<b>Plant 3 Gal. Container</b>	<b>EACH</b>	<b>\$200.00</b>
<b>56</b>	<b>Plant 38 Cell Plug</b>	<b>FLAT</b>	<b>\$450.00</b>
<b>57</b>	<b>Ground Cover and Herbaceous Planting</b>	<b>SFT</b>	<b>\$125.00</b>
<b>58</b>	<b>Maintenance – Sod and Seeding Locations</b>	<b>SFT</b>	<b>\$0.75</b>
<b>59</b>	<b>Maintenance – Plants</b>	<b>SFT</b>	<b>\$135.00</b>
<b>60</b>	<b>Maintenance – Trees</b>	<b>EACH</b>	<b>\$300.00</b>

**EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

\*\*\*COPY\*\*\*

**IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

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

Instructions: In accordance with Sec. 4-122 of the 2012 Detroit City Charter, please provide the following **additional sheets**.

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

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

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

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

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

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

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

**SIGNATURES AND ACKNOWLEDGEMENT:**

I understand that the information provided in this consolidated affidavit will be relied upon by the City of Detroit in awarding the proposed bid, solicitation, contract, or lease. I swear or affirm that I have read this document, that I have the authority to provide these disclosures and to bind the Contractor, and that the information provided herein is accurate. I have attached all required supplemental documents.

Sign name: 

Print name: Mike Klumb

Title: President & CEO

STATE OF Wisconsin )  
Waukesha COUNTY )

Sworn and subscribed to before me on MAY 16, 2024, by MIKE KLUMB,  
Date Name

the President & CEO of Five Star Energy Services LLC,  
Title Contractor

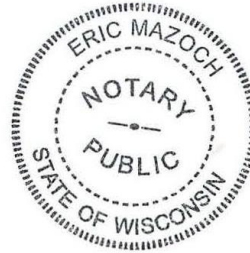
Sign: 

Print: ERIC MAZUCH

Notary Public, WAUKESHA County, Wisconsin

Acting in Waukesha County

My Commission Expires: DEC 13, 2025



## **EXHIBIT D: COVID GENERAL CONDITIONS**

The City of Detroit has sought to obtain federal funding to augment its response to the COVID-19 pandemic (the “Pandemic”). The following provisions are defined as a requirement associated with the impact of the Pandemic and are attached and incorporated by reference herein to the Professional Services Contract (the “Contract”) **FIVE STAR ENERGY SERVICES, LLC** To the extent any such provisions conflict with the Contract, the Contract’s provisions shall control.

### **I. Procurement Policy**

Procurement for the City of Detroit has provided a transparent, open, and fair opportunity for all eligible Contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Contractor must have a valid Contract or purchase order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Contractor will not be paid.

### **II. Bonds and Insurance Requirements**

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the City Council. If cause is found to change the recommendation that a Contractor be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by the Contractor in the bid process, including the cost of acquiring bonds and/or insurance. This subsection II is applicable only to Contracts pertaining to construction or facility improvement.

### **III. Equal Employment Opportunity**

In addition to the fair employment practices agreed to be the Contractor in Article 19 of the Contract, the Contractor hereby agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(i) The City of Detroit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City of Detroit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The City of Detroit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The City of Detroit further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City of Detroit agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the City of Detroit under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City of Detroit; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **IV. Federal Compliance**

(a) Consistent with the **Davis-Bacon Act (40 U.S.C. 3141-3148)**, the parties agree as follows:

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Contractors are required to pay wages not less than once a week.
4. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the **Copeland Anti-Kickback Act**, the parties agree as follows:

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
3. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.”
4. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

(c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**, the parties agree as follows:

1. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with re-

spect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the over-time wages required by the clause set forth in paragraph (1) of this section.

3. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(d) Consistent with the **Clean Air Act (42 U.S.C. 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, the parties agree as follows:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the City of Detroit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),

(e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.
2. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
3. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(f) Debarment and Suspension.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(h) Prohibition of Certain Telecommunication Services and Equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115-232, section 889 for additional information. See also §200.471.

(i) Records Requirements.

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably required.
3. The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
5. This subsection (h) is applicable only to Contracts pertaining to construction or facility improvement.

(j) Domestic Preferences for Procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.
  - i. For purposes of this section: (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and  
lumber.

(k) Federal Acquisitions Regulation Compliance.

1. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (un- usual and compelling urgency. The Contractor shall comply with 10 U.S.C. 2304(c)(2) or 41 U.S.C. 3304(a)(2), as well as Title 2 CFR 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

(1) Citations: 10 U.S.C.2304(c)(2) or 41 U.S.C.3304(a)(2).

(2) When the agency’s need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) Application. This authority applies in those situations where-

- (1) An unusual and compelling urgency precludes full and open competition; and
- (2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

(1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.

(2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

(1) The total period of performance of a contract awarded or modified using this authority-

(i) May not exceed the time necessary:

(A) To meet the unusual and compelling requirements of the work to be performed under the contract; and



(B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and

(ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.

(2)(i) Any subsequent modification using this authority, which will extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.

(3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.

(4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.(5) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.

2. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

## **EXHIBIT E: CROSS CUTTING FEDERAL REGULATIONS**

\*\*\*COPY\*\*\*

### **E.4 Americans with Disabilities Act**

Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. The Department of Justice (DOJ) has coordination authority for the ADA in accordance with Executive Order 11250.

The DOJ regulations cover all State and local governments and extend the prohibition of discrimination in Federally- assisted programs established by Section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments, including those that do not receive Federal financial assistance.

HUD is the designated agency for all programs, services and regulatory activities relating to State and local public housing, and housing assistance and referrals. In addition, HUD has jurisdiction over a State or local government activity when HUD has jurisdiction under Section 504 of the Rehabilitation Act of 1973.

### **E.5 The Architectural Barrier Act of 1968**

The Architectural Barriers Act (ABA) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA.

### **E.6 Section 504 of the Rehabilitation Act of 1973, as amended**

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance.

### **E.7 Executive order 12898, Environmental Justice**

Executive Order 12898 provides that each Federal agency shall conduct its programs, policies, and activities that substantially affect human health or the environment, in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin.

### **E.8 Non-discrimination**

Notice of Non-Discrimination: The City of Detroit does not discriminate on the basis of race, color, creed, national origin, age, handicap, sex or sexual orientation. Complaints may be filed with the City of Detroit, Civil Rights, Inclusion, & Opportunity Department (formerly Human Rights Department), 12<sup>TH</sup> Floor, Coleman A. Young Municipal Center, Detroit, Michigan 48226.

Executive Order 11063 (Non-Discrimination and Equal Opportunity in Housing) directs HUD and all other executive departments and agencies to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities owned or operated by the Federal Government or provided with Federal financial assistance in the sale, leasing, rental, or other disposition of such property or facilities.

### **E.9 Age Discrimination**

The Age of Discrimination Act of 1975, prohibits discrimination on the basis of age in programs or activities

receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of:

Excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or

Denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

#### **E.10 Environmental Review**

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally funded projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the [National Environmental Policy Act \(NEPA\)](#), and other related Federal and state environmental laws. Each project application for Section 108 Loan Guarantee Funds will be required to undergo an environmental review.

Title I of the National Environmental Policy Act (NEPA) contains a Declaration of National Environmental Policy. This policy requires the federal government to use all practicable means to create and maintain conditions under which man and nature can exist in productive harmony. Section 102 in Title I of the Act requires federal agencies to incorporate environmental considerations in their planning and decision-making through a systematic interdisciplinary approach. Specifically, all federal agencies are to prepare detailed statements assessing the environmental impact of and alternatives to major federal actions significantly affecting the environment. These statements are commonly referred to as Environmental Impact Statements (EIS) and Environmental Assessments (EA).

#### **E.11 National Environmental Policy Act (NEPA) Contract/Award "Rewind Language"**

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Detroit's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

#### **E.12 Copeland "Anti-Kickback" Act**

The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee, in any way, to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

#### **E.13 Uniform Relocation Act**

The [Uniform Act](#), passed by Congress in 1970, is a federal law that establishes minimum standards for

federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government wide regulations that implement URA can be found at 49 CFR Part 24.

**E.14 Occupational Safety and Health Act of 1970 (OSHA)**

Congress passed the Occupational Safety and Health Act to ensure worker and workplace safety. Their goal was to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

**E.15 National Historic Preservation Act**

The National Historic Preservation Act ([NHPA](#)), 54 U.S.C. 306108, directs each Federal agency, and those Tribal, State, and Local governments that assume Federal agency responsibilities, to protect historic properties and to avoid, minimize, or mitigate possible harm that may result from agency actions. The review process, known as Section 106 review, is detailed in 36 CFR Part 800. Early identification and consideration of historic properties in project planning along with full consultation with interested parties are key to effective compliance with Section 106. The State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO) are primary consulting parties in the process. A qualified historic preservation consultant may assist with the technical components of the Section 106 review process.


For Detroit's HUD-funded activities or projects, the authority to conduct a Section 106 review is held by the Michigan SHPO. However, the Michigan SHPO has delegated certain aspects of its authority to the City of Detroit through the use of a Programmatic Agreement (PA). The PA is a legal document that allows the City of Detroit to conduct the review of its HUD-funded activities or projects. The PA also includes a description of the review process. This review is facilitated and managed by the Preservation Specialist who is housed within the City of Detroit Housing & Revitalization Department.

**E.16 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By signing this Contract, the Contractor, also referred to herein as a "prospective lower tier participant", is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspensions Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CONTRACTOR:**

BY: 

Print: Mike Klumb

ITS: President & CEO

Date: MAY 16, 2024



**E.17 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

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

<b>CONTRACTOR:</b>	
BY:	
Print:	Mike Klumb
ITS:	President & CEO
Date:	MAY 16, 2024


**E.17 Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The Contractor hereby certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

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

<b>CONTRACTOR:</b>	
BY:	
Print:	Mike Klumb
ITS:	President & CEO
Date:	MAY 16, 2024

**E.18 Conflict of Interest Clause**

The Contractor warrants that its participation in this contract will conform to the requirements of all applicable federal regulations including Sections 2 CFR 200.318 and 2 CFR 200.315 and 24 CFR570.611 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

1. In the event the Contractor has any conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.
2. The Contractor agrees that if after award he or she discovers any conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may, however, terminate the contract if it is in best interest of the City.
3. In the event the Contractor was aware of any conflict of interest before the award of this contract and intentionally did not disclose the conflict, the Housing and Revitalization Department may terminate the contract for default.

4. The provisions of this clause shall be included in all subcontracts and consulting agreements.
5. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Housing and Revitalization Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.
6. No member, officer, or employee of the City of Detroit Housing and Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
7. The Housing and Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.
8. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employee.
9. The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.
10. The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.



## **EXHIBIT F: ADDITIONAL OBLIGATIONS & REQUIREMENTS FOR CONSTRUCTION, MAINTENANCE OR REPAIR CONTRACTS AND SUBCONTRACTS**

### **F.1 Section 3 General Information**

If the Services required hereunder include construction work, then it will trigger Section 3. The Contractor shall require all such construction work to be performed in compliance with and shall monitor all such construction work for compliance with, all applicable Section 3 regulations, as described in the language found in the regulations at 24 CFR Part 75 and shall report any noncompliance to the HRD, as required by Federal regulations.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). The new Section 3 regulation, 24 CFR Part 75 continues to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent.

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects and activities assisted under HUD programs when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs (§75.3 (2) (i)). However, Section 3 regulation does not apply to material only contracts. All parties associated with each project must maintain documentation for a period of time required for record retention or in the absence of applicable program regulation in accordance with 2 CFR Part 200.

City of Detroit Section 3 Program Information

<https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>

Section 3 Frequently Asked Questions (FAQs)

<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Code of Federal Regulations for Section 3

<https://www.ecfr.gov/current/title-24/subtitle-A/part-75?toc=1>

### **F.2 Section 3 Language**

***All HUD Section 3 covered contracts shall include the following language:***

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Detroit Housing and Revitalization Department (HRD) policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no

contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or HRD requirements.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or HRD policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or HRD policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Detroit Housing and Revitalization Department.

### **F.3 Labor Standards General Information**

If the Services required hereunder include construction work, the Contractor shall require all such construction work to be performed in compliance with, and shall monitor all such construction work for compliance with, all applicable Federal Labor Standards, as described in the clauses found in the regulations at 2 CFR 200 and shall report any noncompliance to the HRD, as required by Federal regulations.

The Contractor shall require that all necessary contract language required by the regulations at 2 CFR 200 and (2) by City of Detroit Executive Order 2016-1 be included in all construction contracts and subcontracts for construction performed under this Agreement. In the event that the Contractor should directly employ workers on actual construction, the Contractor shall comply with (1) all Federal labor standards applicable to the employment of such workers; and (2) City of Detroit Executive Order 2016-1.

The Contractor shall monitor all construction work performed under this Agreement or performed under the supervision and/or control of the Contractor for compliance with all applicable Federal Labor Standards, including those described at 2 CFR 200 and shall comply and/or require compliance with City of Detroit Executive Order 2016-1, and shall report any noncompliance with said Federal requirements and with said Executive Order 2016-1 to the HRD.

### **F.4 Federal Labor Standards Provisions**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf>

### **F.5 Build America, Buy America Act (BABA)**

The [Build America Buy America Act](#), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

### **F.6 Davis Bacon Wage Determination**

The Davis-Bacon Act (DBA or Act), enacted in 1931, requires the payment of locally prevailing wages and fringe benefits on Federal contracts for construction. *See* [40 U.S.C. 3142](#). The DBA applies to workers on contracts entered into by Federal agencies and the District of Columbia that are in excess of \$2,000 and for the construction, alteration, or repair of public buildings or public works. Congress subsequently incorporated DBA prevailing wage requirements into numerous statutes (referred to as “Related Acts”) under which

Federal agencies assist construction projects through grants, loans, loan guarantees, insurance, and other methods.

**F.7 Executive Order 11246/ Equal Opportunity Clause**

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex nor national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payoff or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regards to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No.11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency or the Secretary of Labor maybe directed as a means of enforcing such provisions including sanction for noncompliance: Provided, however, that in the event the Contractor become involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**F.10 Executive Order 2021-02**

The Contractor shall comply with the following City of Detroit Executive Order:

**EXECUTIVE ORDER 2021-02**

**TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS, CITY COUNCIL MEMBERS, CITY CLERK.**

**FROM: MICHAEL E. DUGGAN, MAYOR**

**SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-FUNDED CONSTRUCTION AND DEMOLITION/REHAB PROJECTS**

**DATE: APRIL 14, 2021**

**WHEREAS**, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and

**WHEREAS**, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City contracts and in projects funded or financially assisted by the City;

**THEREFORE**, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.

1. The term “publicly-funded construction project,” for purposes of this Executive Order, means:

(a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and

(b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (Three Million Dollars):

(1) The sale or transfer of land below its appraised value;

(2) Direct monetary support;

(3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government

entity, for which City approval is required and obtained; or

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term “publicly-funded demolition/rehab project,” for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A “bona-fide Detroit resident,” for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver’s license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the “Workforce Target.” The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

5. Developers, general contractors, prime contractors and subcontractors on publicly-funded construction projects and publicly-funded demolition/rehab projects are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as “contractors.” It is, however, the sole responsibility of the person or entity contracting directly with the City of Detroit to require all of its subcontractors either to (a) meet the Workforce Target; or (b) make the required contribution to the City’s Workforce Training Fund, as provided in Paragraph 6 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a material breach of contract and may result in the immediate termination of the contract.

6. Upon execution of a contract for a publicly-funded construction contract or publicly-funded demolition/rehab project, the City of Detroit's Civil Rights, Inclusion and Opportunity Department ("CRIO") shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the "measurement period." Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (a) The total hours worked on the project during the preceding measurement period ("total work-hours");
- (b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target; and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target.

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit's workforce by making a monetary contribution to the City's CRIO-administered Workforce Training Fund, thereby supporting the skill development of Detroit residents. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:<sup>1</sup>

- (a) For each work-hour comprising the first 10% of total work-hours by which the contractor fell short of the Workforce Target, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each work-hour comprising the second 10% of total work-hours by which the contractor fell short of the Workforce Target, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each work-hour comprising the remaining 31% of total work-hours by which the contractor fell short of the Workforce Target, 15% of the average hourly wage paid by the contractor during the preceding measurement period.

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

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<sup>1</sup> Thus, for example, if 25% of the total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor will have fallen short of the Workforce Target by 26% of the total work-hours. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 10% of the total work-hours; (2) 10% of the average hourly wage for 10% of the total work-hours; and (3) 15% of the average hourly wage for 6% of the total work-hours.

CRIO will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes a contract or subcontract for a publicly-funded construction project, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

10. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City may do any of the following:

- (a) withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance;
- (b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;
- (c) debar the contractor from doing business with the City for a period of up to one year.

In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this



Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly-funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 2020-5, issued by me on November 20, 2020. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.

  
MICHAEL E. DUGGAN  
MAYOR  
CITY OF DETROIT



## **EXHIBIT H: PRICE AND PAYMENT PROCEDURES**

### **1. Mobilization**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to mobilize and demobilize to each address.
- b. This item will include the cost of permits, including all labor, and any other incidental expenses necessary for applying for and securing all necessary permits to complete the Work.
- c. Unit of measure shall be EACH.
- d. No address shall be paid for more than once per work assignment as assigned by DWSD.
- e. In the instance that a property owner refuses entry to an address, this Pay Item will be utilized as payment for costs incurred to mobilize to the address.
- f. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Mobilization...EA” complete in place.

### **2. Sewer, Video Inspection, Lateral**

- a. The costs of all equipment, labor, products, materials, digital video recordings, and inspection reports will be included in the cost of sewer video inspection.
- b. This item includes all cost to fully clean the lateral of settled and compacted debris as well as roots.
- c. Video must be clear and illuminated so as to clearly show all defects of the lateral.
- d. Video shall show the address of the property as a portion of the header.
- e. Payment will only be made upon submission of CCTV Inspection Video and inspection reports to DWSD and Property Owner.
- f. Inspection reports must be in .pdf format.
- g. CCTV videos must be in a format to be viewable on Windows computers.
- h. Filenames for inspected laterals shall be in the format [Address].filetype e.g. “123 Main St.mp4” and “123 Main St.pdf”
- i. This item includes for the cost of Dye Testing, if needed.
- j. Unit of measure shall be EACH.
- k. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sewer, Video Inspection, Lateral...EA” complete in place.

### **3. Sewer Lateral Replacement, 0’ to 5’ in Depth**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to entirely replace a lateral connection at an address.
- b. This item shall include the cost of excavation protection in accordance with OSHA, MIOSHA, and City of Detroit safety protocols.
- c. The lateral shall be replaced from the Property Owners' structure to the to the point of connection with the public sewer.
- d. The width of this trench shall be 5’ and include but not limited to all removals, excavation, and backfill in the width of the trench.
- e. This item also includes the installation of a new cleanout that permits future cleaning.
- f. This item includes the cost for locating utilities and coordination with utilities as needed.
- g. Any work in or adjacent to adjacent to any DPW, Wayne County, and MDOT road jurisdictions shall be in accordance with the requirements of the DPW, Wayne County, and MDOT authorities respectively.
- h. Measurement of depth shall be measured from the invert of the lateral connection at the point of connection with the public sewer to ground surface.

- i. Connection to the public sewer shall be a manufactured tee connection if the public sewer is unlined. If the public sewer is lined, a saddle type connection shall be used.
- j. Installation of sewer lateral shall be in accordance with industry standards, unless superseded by relevant building codes.
- k. Unit of measure shall be LINEAR FOOT.
- l. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sewer Lateral Replacement, 0’ to 5’ in Depth...LFT” complete in place.

**4. Sewer Lateral Replacement, Greater than 5’ to 10’ in Depth**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to entirely replace a lateral connection at an address.
- b. This item shall include the cost of excavation protection in accordance with OSHA, MIOSHA, and City of Detroit safety protocols.
- c. The lateral shall be replaced from the Property Owners' structure to the to the point of connection with the public sewer.
- d. The width of this trench shall be 5’ and include all removals, excavation, and backfill in the width of the trench.
- e. This item also includes the installation of a new cleanout that permits future cleaning.
- f. This item includes the cost for locating utilities and coordination with utilities as needed.
- g. Any work in or adjacent to adjacent to any DPW, Wayne County, and MDOT road jurisdictions shall be in accordance with the requirements of the DPW, Wayne County, and MDOT authorities respectively.
- h. Measurement of depth shall be measured from the invert of the lateral connection at the point of connection with the public sewer to ground surface.
- i. Connection to the public sewer shall be a manufactured tee connection if the public sewer is unlined. If the public sewer is lined, a saddle type connection shall be used.
- j. Installation of sewer lateral shall be in accordance with industry standards, unless superseded by relevant building codes.
- k. Unit of measure shall be LINEAR FOOT.
- l. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sewer Lateral Replacement, Greater than 5’ to 10’ in Depth ...LFT” complete in place.

**5. Sewer Lateral Replacement, Greater than 10’ to 20’ in Depth**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to entirely replace a lateral connection at an address.
- b. This item shall include the cost of excavation protection in accordance with OSHA, MIOSHA, and City of Detroit safety protocols.
- c. The lateral shall be replaced from the Property Owners' structure to the to the point of connection with the public sewer.
- d. The width of this trench shall be 5’ and include all removals, excavation, and backfill in the width of the trench.
- e. This item also includes the installation of a new cleanout that permits future cleaning.
- f. This item includes the cost for locating utilities and coordination with utilities as needed.
- g. Any work in or adjacent to adjacent to any DPW, Wayne County, and MDOT road jurisdictions shall be in accordance with the requirements of the DPW, Wayne County, and MDOT authorities respectively.
- h. Measurement of depth shall be measured from the invert of the lateral connection at the point of connection with the public sewer to ground surface.

- i. Connection to the public sewer shall be a manufactured tee connection if the public sewer is unlined. If the public sewer is lined, a saddle type connection shall be used.
- j. Installation of sewer lateral shall be in accordance with industry standards, unless superseded by relevant building codes.
- k. Unit of measure shall be LINEAR FOOT.
- l. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sewer Lateral Replacement, Greater than 10’ to 20’ in Depth...LFT” complete in place.

**6. Trap Removal and Replacement**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to entirely remove and replace the trap at an address.
- b. This item includes the installation of a new trap matching the existing diameter of the existing trap.
- c. This item shall include the cost of all removals and restoration for valves under concrete slabs.
- d. Installation of this item shall be in accordance with industry standards, unless superseded by relevant building codes.
- e. Unit of measure shall be EACH.
- f. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sewer Removal and Replacement, Trap...EA” complete in place.

**7. Downspout Disconnection and Installation of Downspout Extension**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to entirely disconnect the downspout and install new extensions of a downspout.
- b. Downspout extensions shall lead to a proper place of disposal.
- c. Downspout extensions shall discharge at least 5 feet from the outside the edge of building foundation. Extensions shall not discharge onto adjoining properties.
- d. Downspout extensions shall match the material and color of the existing downspout, if possible.
- e. Installation of this item shall be in accordance with the 2015 Michigan Residential Code.
- f. Unit of measure shall be EACH.
- g. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Disconnection and Extension Installation, Downspout...EA” complete in place.

**8. Inside Sewer Backflow Prevention Valve Installation**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to install a Sewer Backflow Prevention Valve and cleanout.
- b. This item shall include the cost of all removals and restoration for valves under concrete slabs.
- c. Installation of this item shall be in accordance with the 2015 Michigan Residential Code.
- d. Sewer Backflow Prevention Valves must meet ASME A112.14.1.
- e. Unit of measure shall be EACH.
- f. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Inside Sewer Backflow Prevention Valve, Installation...EA”

**9. Outside Sewer Backflow Prevention Valve Installation**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to install a Sewer Backflow Prevention Valve and cleanout to the ground surface on the outside of the structure.
- b. This item shall include, but is not limited to, all removals, excavation, compacting, and backfill. Restoration shall be paid under restoration Pay Items.
- c. Installation of this item shall be in accordance with the 2015 Michigan Residential Code.

- d. Unit of measure shall be EACH.
- e. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Outside Sewer Backflow Prevention Valve, Installation...EA”

**10. Sump Pump Installation**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to install a Sump Pump.
- b. Sump Pump shall discharge at least 5 feet from the outside the edge of building foundation. Sump Pump shall not discharge onto adjoining properties.
- c. Installation of this item shall be in accordance with the 2015 Michigan Residential Code.
- d. Pump shall be a minimum Horsepower (HP) of 0.50 HP.
- e. Unit of measure shall be EACH.
- f. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Sump Pump, Installation...EA”

**11. Cleanout Installation**

- a. The cost of all labor, materials, equipment, and all other incidental expenses necessary to install a cleanout fitting that permits future cleaning of a lateral at an address.
- b. The cleanout shall be entirely outside the Property Owners’ structure.
- c. This item shall include the cost of excavation protection in accordance with OSHA, MIOSHA, and City of Detroit safety protocols.
- d. The width of this trench shall be at maximum 5’ and include all removals, excavation, and backfill in the width of the trench.
- e. This item includes to cost for locating utilities and coordination with utilities as needed.
- f. Any work in or adjacent to adjacent to any DPW, Wayne County, and MDOT road jurisdictions shall be in accordance with the requirements of the DPW, Wayne County, and MDOT authorities respectively.
- g. Installation of cleanout shall be in accordance with industry standards, unless superseded by relevant building codes.
- h. Unit of measure shall be EACH.
- i. The accepted quantities for this work will be paid for at maximum Contract Unit Price “Cleanout Installation...EA” complete in place.

**12. Wood Fence, Remove and Replace, 4 foot**

**13. Wood Fence, Remove and Replace, 6 foot**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of fence removal and replacement in kind including but not limited to clearing, excavation, removal and hauling of roots, removal and replacement of all posts, rails, gates, braces, and footings and placing backfill shall be included in the cost of the pay item.
- b. Costs associated with the removal and replacement of fence in kind as prescribed in the specifications shall be included in the cost of the pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Wood Fence, Remove and Replace...LFT” complete in place.

**14. Chain Link Fence, Remove and Replace, 4 foot**

**15. Chain Link Fence, Remove and Replace, 6 foot**

- a. **The costs of materials, labor, equipment, and** all other incidental materials necessary for the completion of fence removal and replacement in kind including but not limited to clearing, excavation, removal and hauling of roots, removal and replacement of all posts, rails, gates, braces, and footings and placing backfill shall be included in the cost of the pay item.

- b. Costs associated with the removal and replacement of fence in kind as prescribed in the specifications shall be included in the cost of the pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Chain Link Fence, Remove and Replace...LFT” complete in place.

**16. Vinyl Fence, Remove and Replace, 4 foot**

**17. Vinyl Fence, Remove and Replace, 6 foot**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of fence removal and replacement in kind including but not limited to clearing, excavation, removal and hauling of roots, removal and replacement of all posts, rails, gates, braces, and footings and placing backfill shall be included in the cost of the pay item.
- b. Procedures, submittals and installation shall be according to the specifications for Wood Fences as applicable to Vinyl Fence. Costs associated with the removal and replacement of fence in kind as prescribed in the specifications shall be included in the cost of the pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Vinyl Fence, Remove and Replace...LFT” complete in place.

**18. Aggregate Base**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the furnishing, placing and compacting of aggregate base shall be included in the cost of the pay item.
- b. The costs of material testing as described in the technical specifications including but not limited to proctor analysis, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of this pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Aggregate Base...CYD” complete in place.

**19. Sidewalk, Concrete, 4 inch**

**20. Sidewalk, Concrete, 6 inch**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of sidewalk installation including preparation of subgrade; furnishing and compacting sidewalk base; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete sidewalk shall be included in the cost of the pay item. Removal of existing sidewalk shall be paid for separately.
- b. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- c. The costs of material testing as described in the technical specifications including but not limited to concrete testing and any associated field tests, lab tests or fees shall be included in the cost of this pay item.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Sidewalk, Concrete...SFT” complete in place.

**21. Driveway, Concrete**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of concrete paving installation including preparation of subgrade; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete paving shall be included in the cost of the pay item. Removal of existing driveway shall be paid for separately.

- b. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- c. The costs of material testing as described in the technical specifications including but not limited to concrete testing and any associated field tests, lab tests or fees shall be included in the cost of this pay item.
- d. Payment under this item will apply to full depth of existing driveway for both residential and commercial driveways.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Driveway, Concrete...CYD” complete in place.

**22. Curb, Concrete**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of Concrete Curb including preparation of subgrade; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete curb shall be included in the cost of the pay item. Removal of existing curb shall be paid for separately.
- b. Integral curb, when poured with roadway pavement or sidewalk will be included in the cost of this pay item and will be paid for on a linear foot basis for curb installed. ADA, ramp with integral curb will be paid for separately.
- c. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- d. The costs of material testing as described in the technical specifications including but not limited to concrete testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Curb, Concrete...LFT” complete in place.

**23. Curb and Gutter, Concrete**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of Concrete Curb and Gutter including preparation of subgrade; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete curb shall be included in the cost of the pay item. Removal of existing curb shall be paid for separately.
- b. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- c. The costs of material testing as described in the technical specifications including but not limited to concrete testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Curb and Gutter, Concrete...LFT” complete in place.

**24. Pavement, Concrete**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of concrete paving installation including preparation of subgrade; furnishing dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete paving shall be included in the cost of the pay item.

- b. The thickness of concrete pavement to be placed and paid for under this item will be as required by the jurisdictional authority or permitting agency and will vary according to location.
- c. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- d. The costs of material testing as described in the technical specifications including but not limited to concrete testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Pavement, Concrete...CYD” complete in place.

**25. Pavement, Reinforced Concrete**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of reinforced concrete paving installation including preparation of subgrade; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing concrete paving shall be included in the cost of the pay item.
- b. The thickness of concrete pavement to be placed and paid for under this item will be as required by the jurisdictional authority or permitting agency and will vary according to location.
- c. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- d. The costs of material testing as described in the technical specifications including but not limited to concrete testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Pavement, Reinforced Concrete...CYD” complete in place.

**26. Concrete Base**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of concrete base installation including preparation of subgrade; furnishing dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing shall be included in the cost of the pay item.
- b. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- c. The costs of material testing as described in the technical specifications including but not limited to concrete testing, proctor analysis, asphalt testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- d. When restoring within Detroit DPW right of way, the concrete base will be measured and placed per DPW requirements which state that the removal and replacement of concrete base must be from existing joint to joint.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Concrete Base...CYD” complete in place.

**27. Reinforced Concrete Base**

- a. a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of reinforced concrete base installation including preparation of subgrade; furnishing reinforcement bars, dowels, tie bars, joint filler, sealant and accessories; furnishing, forming, finishing, curing, and sealing shall be included in the cost of the pay item.
- b. The concrete mixes and procedures included in the cost of this pay item shall be performed to the standards and requirements of the local jurisdiction or permitting agency with authority in the right of way where the work is performed.
- c. The costs of material testing as described in the technical specifications including but not limited to concrete testing, proctor analysis, asphalt testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- d. When restoring within Detroit DPW right of way, the concrete base will be measured and placed per DPW requirements which state that the removal and replacement of concrete base must be from existing joint to joint.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Reinforced Concrete Base...CYD” complete in place.

**28. Concrete Dowels, MDOT, Dowel Basket**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of MDOT Dowel Basket placement shall be included in the cost of the pay item.
- b. The accepted quantities for this work will be paid for at the maximum contract unit price “Concrete Dowels, MDOT, Dowel Basket...LFT” complete in place.

**29. HMA Pavement, 36A**

**30. HMA Pavement, 13A**

**31. HMA Pavement, MDOT, 5E3**

**32. HMA Pavement, MDOT, 4E3**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the installation of HMA pavement materials including cleaning and preparing concrete base; furnishing and placing prime coat; furnishing, placing, compacting HMA base course pavement; furnishing and placing tack coat; furnishing, placing, compacting HMA surface course pavement shall be included in the cost of the pay item.
- b. The costs of material testing as described in the technical specifications including but not limited to asphalt testing, compaction testing, and any associated field tests, lab tests or fees shall be included in the cost of the pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “HMA Pavement...TON” complete in place.

**33. Temporary Cold Patch**

- a. The costs of materials, labor, equipment, excavation, compaction, removal and all other incidental materials necessary for the installation of Temporary Cold Patch materials shall be included in the cost of the pay item.
- b. Payment under this item will include placement, compaction and removal of temporary cold patch to a depth of 3 inches and placed in locations as directed by the Engineer.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Temporary Cold Patch...SFT” complete in place.

**34. Traffic Control, State R.O.W.**

**35. Traffic Control, County R.O.W.**

**36. Traffic Control, Major Thoroughfare City R.O.W.**



- a. The costs of materials, labor, equipment, and all other incidental materials necessary for traffic control including furnishing, installing, maintaining, relocating, replacing defective items and removal of the following: traffic control devices, temporary hot-mix asphalt, temporary stone, plating, and temporary pavement marking for the purposes of traffic control and restoring public access shall be included in the cost of the pay item.
- b. Payment under this item will not be made for traffic control on local City of Detroit residential streets which do not classify as a major thoroughfare. All costs of materials, labor, and equipment as listed above for traffic control and closures on local City of Detroit residential roadways will not be paid for separately and shall be included in the unit price cost of separate items.
- c. Payment for Traffic Control items shall be made only once per Site setup for all continuous work performed at the same location.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price "Traffic Control...EA" complete in place.

**37. HMA Pavement, Removal, Milling**

- a. The costs of materials, labor, equipment and all other incidental materials necessary for the removal of HMA pavement materials including milling, hauling, and disposal shall be included in the cost of the pay item.
- b. Milling shall be performed in accordance with Detroit DPW requirements which state to mill HMA pavement beyond the area of the trench pavement removal in order to determine location of underlying concrete base pavement joints and shall be a minimum width of one lane, full roadway, or as shown on the plans.
- c. Milling and pavement removal within the trench limit is included in the cost of open-cut water and sewer items and shall not be paid for separately.
- d. Payment for HMA Pavement removal via milling will only be made for actual pavement milled beyond the trench limits of any excavated trench.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price "HMA Pavement, Removal, Milling...SYD" complete in place.

**38. Pavement, Removal**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of alley, roadway or any other quantifiable pavement removal of various thicknesses to full depth of pavement including saw cutting, removing, hauling, and disposal of existing aggregate base, concrete base, and asphalt or concrete pavement with or without reinforcement outside of approved water and sewer structure and pipe trench limits shall be included in the cost of the pay item.
- b. Trench limits are as defined in the Pavement Restoration Standard Detail as the maximum trench width excavation plus additional width to extend to existing concrete base joint limits.
- c. Payment under this item will only be made for additional pavement removals located outside any approved water main and sewer trench limits as defined in this pay item and in the Pavement Restoration Detail. Surface, base, and trench removals to the full depth and width required to replace the concrete base from existing roadway joint to joint will be included in applicable structure and pipe items for water main and sewer as listed in the measurement and payment descriptions.
- d. No extra payment will be made under this item for removal of pavement due to the expansion of trench width by the Contractor for the purpose of benching or sloping beyond the acceptable trench limits.

- e. This item will include removal of concrete paved alley and concrete paved roadway outside the approved trench limits or as directed by the Engineer.
- f. Milling of HMA pavement will not be paid for under this item and will be included in the HMA Pavement, Removal, Milling items.
- g. The accepted quantities for this work will be paid for at the maximum contract unit price “Pavement, Removal...SYD” complete in place.

**39. Pavement, Removal, MDOT R.O.W.**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of alley, roadway or any other quantifiable pavement removal of various thicknesses from within an MDOT R.O.W. to full depth of pavement including saw cutting, removing, hauling, and disposal of existing aggregate base, concrete base, and asphalt or concrete pavement with or without reinforcement outside of approved water and sewer structure and pipe trench limits shall be included in the cost of the pay item.
- b. Trench limits are as defined in the Pavement Restoration Standard Detail as the maximum trench width excavation plus additional width to extend to existing concrete base joint limits. This item will also include additional pavement removal required to comply with DPW pavement requirements which state that the removal and replacement of concrete base must be from existing joint to joint.
- c. Payment under this item will only be made for additional pavement removals located outside any approved water main and sewer trench limits as defined in this pay item and in the Pavement Restoration Detail. Surface, base, and trench removals to the full depth and width required to replace the concrete base from existing roadway joint to joint will be included in applicable structure and pipe items for water main and sewer as listed in the measurement and payment descriptions.
- d. No extra payment will be made under this item for removal of pavement due to the expansion of trench width by the Contractor for the purpose of benching or sloping beyond the acceptable trench limits.
- e. This item will include removal of concrete paved alley and concrete paved roadway outside the approved trench limits or as directed by the Engineer.
- f. Milling of HMA pavement will not be paid for under this item and will be included in the HMA Pavement, Removal, Milling items.
- g. The accepted quantities for this work will be paid for at the maximum contract unit price “Pavement, Removal, MDOT R.O.W....SYD” complete in place.

**40. Topsoil**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of topsoil installation including excavating, hauling and disposing 6 inches in depth, furnishing, placing, grading, rolling, compacting, initial watering, fertilizing, and landscape edging shall be included in the cost of the pay item.
- b. The accepted quantities for this work will be paid for at the maximum contract unit price “Topsoil...CYD” complete in place.

**41. Sodding**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of sod installation including furnishing, initial placing, pegging, tamping, fertilizing, landscape edging, initial watering and site cleanup as required shall be included in the cost of the pay item.

- b. Initial watering as described in the specifications will be performed at the time of installation and will be included in the cost of this pay item.
- c. Costs associated with the maintenance of sod and any removal and replacement of unestablished sod as described in the specifications shall be paid for separately.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Sodding...SFT” complete in place.

**42. Seeding**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of seeding including furnishing, initial placing, sowing, grading, fertilizing, initial watering and site cleanup as required shall be included in the cost of the pay item.
- b. Initial watering as described in the specifications will be performed at the time of installation and will be included in the cost of this pay item.
- c. All seeding locations must be covered with mulch and a suitable anchoring material as described in the specifications and paid for under the appropriate mulching items.
- d. Costs associated with the maintenance of seeding and any required reseeding as described in the specifications shall be paid for separately.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price “Seeding...SFT” complete in place.

**43. Hydroseeding**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of hydroseeding installation including furnishing, placing, and initial watering of hydroseed, landscape edging, and site cleanup shall be included in the cost of the pay item.
- b. Initial watering as described in the specifications will be performed at the time of installation and will be included in the cost of this pay item.
- c. Costs associated with the maintenance of hydroseeding as described in the specifications shall be paid for separately.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Hydroseeding...SFT” complete in place.

**44. Mulching**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of mulch installation including furnishing, placing, grading, and anchoring shall be included in the cost of the pay item.
- b. Placement of loose mulch must be accompanied an approved method of anchoring. Payment under this item will only be made for the area of mulch that has been properly anchored or secured by an approved method as listed in the specifications.
- c. Costs associated with the maintenance of mulch, anchoring and reinforcement mat as described in the specifications shall be paid under maintenance of seeding.
- d. d. The accepted quantities for this work will be paid for at the maximum contract unit price “Mulching...SFT” complete in place.

**45. Tree, Remove, 6 inch to 18 inch Diameter**

**46. Tree, Remove, Greater than 18 inch Diameter**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of tree removal of trees 6 inch or greater in diameter including but not limited to clearing, excavation, hauling, removal of existing roots and backfill shall be included in the cost of the pay item.
- b. Costs associated with the removal of trees 6 inch or greater as prescribed in the specifications shall be included in the cost of the pay item. No payment will be made under this item for trees under 6 inches in diameter. All payment for trees removed under 6 inches in diameter will be included in the clearing and grubbing of applicable sewer, water or other installation and removal items.
- c. The approved method of tree diameter measurement will be the diameter at breast height (DBH), in which the tree diameter measurement is taken 4.5 feet above the ground for measurement and payment purposes.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Tree, Remove...EA” complete in place.

#### **47. Tree Root Removal**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion root removal including but not limited to clearing, excavation, removal of existing roots, hauling, disposal, and backfill shall be included in the cost of the pay item.
- b. Costs associated with removal of roots to a depth of at least 12 inches below bottom of finished grade for roots larger than 4 inches in diameter, and matted root systems shall be included in the cost of the pay item. Tree root removal associated with full tree stump and root removal will be paid for separately.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Tree Root Removal...SFT” for the impacted area requiring root removal as approved by the Engineer and completed in place.

#### **48. Tree Stump Removal**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of tree stump and root removal including but not limited to clearing, excavation, removal of existing roots, hauling, disposal, and backfill shall be included in the cost of the pay item.
- b. Costs associated with the removal to a depth of at least 12 inches below bottom of finished grade of tree stumps, roots larger than 4 inches in diameter, and mat-ted root systems shall be included in the cost of the pay item.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price “Tree Stump Removal...EA” complete in place.

#### **49. Trees**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of tree installation including but not limited to furnishing trees, clearing, excavation, hauling, disposal, preparation of subsoil, placing and preparing topsoil, planting, backfill, landscape edging, trimming, initial watering, fertilizing, applying herbicides and pesticides, installing erosion control measures during installation and tree stabilization shall be included in the cost of the pay item.

- b. Unless otherwise directed by the Engineer, trees shall be replaced with the same species or be an approved species as found in the specifications.
- c. Location of tree installation shall be as directed by the Engineer. Trees shall only be installed on private property or city ROW. Trees shall not be installed above existing sewers or within sewer easements.
- d. Costs associated with the maintenance of trees as described in the specifications shall be paid for separately.
- e. The accepted quantities for this work will be paid for at the maximum contract unit price "Trees...EA" complete in place.

#### **50. Shrubs**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of shrub installation including but not limited to furnishing, clearing, excavation, hauling, disposal, removal of existing roots, preparation of subsoil, placing and preparing topsoil, planting, backfill, landscape edging, trimming, and fertilizing, shall be included in the cost of the pay item.
- b. Unless otherwise directed by the Engineer, shrubs shall be replaced in kind or be an approved species as found in the specifications.
- c. Costs associated with the maintenance of shrubs as described in the specifications shall be paid for separately.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price "Shrubs...EA" for each shrub plant as planted in order to make up a combined shrub or hedge complete in place.

#### **51. Plant 3 gal. container**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of plant installation including but not limited to furnishing, clearing, excavation, hauling, disposal, removal of existing roots, preparation of subsoil, placing and preparing topsoil, planting, backfill, landscape edging, trimming, and fertilizing, shall be included in the cost of the pay item.
- b. Costs associated with the maintenance of plants as described in the specifications shall be paid for separately.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price "Plant 3 gal. container...EA" complete in place.

#### **52. Plant 38 cell plug**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of plant installation including but not limited to furnishing, clearing, excavation, hauling, disposal, removal of existing roots, preparation of subsoil, placing and preparing topsoil, planting, backfill, landscape edging, trimming, and fertilizing, shall be included in the cost of the pay item.
- b. Costs associated with the maintenance of plants as described in the specifications shall be paid for separately.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price "Plant 38 cell plug...FLAT" complete in place.

#### **53. Ground Cover and Herbaceous Planting**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for the completion of ground cover and herbaceous planting installation including but not limited to furnishing, clearing, excavation, hauling, disposal, removal of existing roots, preparation of subsoil, placing and preparing topsoil, planting, backfill, landscape edging, trimming, and fertilizing, shall be included in the cost of the pay item.
- b. Costs associated with the maintenance of plants as described in the specifications shall be paid for separately.
- c. The accepted quantities for this work will be paid for at the maximum contract unit price "Ground Cover and Herbaceous Planting...SFT" complete in place.

**54. Maintenance – Sod and Seeding Locations**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for maintenance of sod and seeding locations including but not limited to watering, mowing, weeding, resodding, reseeding, fertilizing, trimming, edging and any other operations necessary to maintain, protection and care for the re-pair until it has become thoroughly established and accepted shall be included in the cost of this pay item.
- b. The Contractor shall keep the newly seeded areas moist, through daily watering if necessary, to assure germination of the seeds.
- c. During the period of maintenance, at least one trip per week is required until final acceptance. The Contractor shall provide adequate watering in durations and intervals to keep the restored areas in a thriving condition until final acceptance.
- d. Maintenance of sod and seeding locations shall be provided for at least 30 days after installation. Any area that fails to show uniform germination and signs of good health after 30 days shall be replanted with the requirements above and the costs associated will be included in this item.
- e. The accepted quantities for this work will be paid for upon final acceptance and at the maximum contract unit price "Maintenance – Sod and Seeding Locations...SFT" complete in place.

**55. Maintenance – Plants**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for maintenance of plants including but not limited to watering, weeding, fertilizing, trimming, edging, and inspection for insects or disease, shall be included in the cost of this pay item.
- b. Maintenance of plant locations shall be provided for at least 12 months after installation. Any area that fails to show signs of good health after 12 months shall be replanted with the requirements above and the costs associated will be included in this item.
- c. Payment under this item shall be made for the maintenance per each plant planted and not per site or location and be performed as described in the specifications.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price "Maintenance – Plants...EA" complete in place.

**56. Maintenance – Trees**

- a. The costs of materials, labor, equipment, and all other incidental materials necessary for maintenance of trees including but not limited to watering, inspection, application of pesticides and fertilizers, application of tree wrap, bracing, removal and disposal of wrapping material, identification tags, and inspection tags shall be included in the cost of this pay item.
- b. Maintenance of tree locations shall be provided for at least 12 months after installation. Any area that fails to show signs of good health after 12 months shall be replanted with the requirements above and the costs associated will be included in this item.

- c. Payment under this item shall be made for the maintenance per each tree planted and not per site or location and be performed as described in the specifications.
- d. The accepted quantities for this work will be paid for at the maximum contract unit price “Maintenance – Trees...EA” complete in place.

**EXHIBIT I: CDBG-DR GRANT AGREEMENT**

**\*\*\*COPY\*\*\***

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)  
GRANT AGREEMENT**

**Grantee's Name:** The City of Detroit

**Tax ID Number:** 38-6004606

**Grantee's unique entity identifier [SAM]:** GS94M2VMNMJ3

**Unique Federal Award Identification Number (FAIN):** B-21-MF-26-0002

**Appropriation Account:** 86X0162

**Program Accounting Code:** IDF

**Federal Award Date:** November 2, 2023

**Period of Performance and Budget Period Start Date:** 11/2/2023

**Period of Performance and Budget Period End Date:** 11/2/2029

**Date Use of Funds May Begin:** June 25, 2021

**Amount of Federal Funds Obligated by this Action:** \$57,591,000.00

**Amount of Federal Funds Previously Obligated:** \$0.00

**Dates of Prior Obligation (if applicable):** n/a

**Total Amount of the Federal Award:** \$57,591,000.00

**Federal awarding agency:** Department of Housing and Urban Development

**Contact information for HUD:** Tennille S. Parker, Director, Disaster Recovery and Special Issues Division, Office of Block Grant Assistance, Community Planning and Development, U.S. Department of Housing and Urban Development, 451 7th Street, S.W., Room 7282, Washington, DC 20410

**Assistance Listing:** 14.218 Community Development Block Grants/Entitlement program

**Indirect Cost Rate for the Grant:** See Attachment 1

**Check One:**  Original Funding Approval or  Amendment:

**I. Recitals**



The Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117– 43), approved September 30, 2021 (the “Appropriations Act”), makes available \$5,000,000,000 in Community Development Block Grant Disaster Recovery (CDBG–DR) funds. These CDBG–DR funds are for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) (HCDA or HCD Act) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation (MIT) in the most impacted and distressed (MID) areas resulting from a qualifying major disaster in 2020 or 2021.

The United States Department of Housing and Urban Development (the “Department” or “HUD”) allocated over \$2.7 billion in CDBG–DR funds from the Appropriations Act to assist in long term recovery from disasters occurring in 2020. As required by the Appropriations Act, HUD’s final allocations for the total estimate of unmet needs included an additional amount of 15 percent of that estimate for mitigation activities that reduce risk in the MID areas.

HUD notified the public of the allocations in press releases and in a *Federal Register* notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice*, which was published at 87 Fed. Reg. 6364 on February 3, 2022 (the “Allocation Announcement Notice”). The Allocation Announcement Notice, including the CDBG-DR Consolidated Notice (Appendix B of the Allocation Announcement Notice), contains requirements that are incorporated into this Agreement and are included for reference in Attachment 2.

This agreement between the Grantee identified on page 1 (“Grantee”) and HUD governs grant amounts identified on page 1 that are allocated and obligated to the grantee based on HUD’s review of the impacts and estimates of unmet need for major disasters identified in the Allocation Announcement Notice. The Allocation Announcement Notice, and subsequent notices or press releases, identify the total amount allocated to the Grantee, and the amount of the total allocation that is provided as a mitigation set aside. Page 1 of this agreement identifies the portion of that allocation that HUD has obligated to the Grantee.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) require HUD to have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. HUD may establish specific criteria and conditions for this grant as provided for in section V.B.3. of the CDBG-DR Consolidated Notice and at 2 CFR 200.206 and 200.208.

Now, therefore, under the authority of the Appropriations Act, the Grantee and HUD agree to the terms of this COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT, including but not limited to the General Terms and Conditions and Specific Conditions set forth in sections II. and III. and Attachment(s) (the “Agreement”).

## **II. General Terms and Conditions**

1. This Agreement is a federal award (grant). The grant is subject to all requirements in the Agreement, including the requirement that the Grantee agrees to use the grant funds in

accordance with the Agreement, as may be amended from time to time. If the amendment box on page 1 is checked, the amended agreement governs the grant from the date the amendment is signed by HUD.

2. The following requirements, as now in effect and as these requirements may be amended from time to time, are incorporated into the Agreement: requirements of the Appropriations Act, and requirements of Title I of the Housing and Community Development Act of 1974 (HCDA or HCD Act) (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as modified by waivers, alternative requirements, and other requirements published in the Allocation Announcement Notice and other applicable *Federal Register* notices.
3. The period of performance/budget period for this agreement is specified on page 1. The Grantee shall not incur any obligations to be paid from funds made available by this award after the last day of the period of performance. Pre-award costs and pre-agreement costs are allowable to the extent permitted by the Allocation Announcement Notice and other applicable *Federal Register* notices.
4. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time, to the extent that part 200 is incorporated into and made applicable by 24 CFR part 570, subpart I, or applicable *Federal Register* notices that govern this grant. Recent amendments to 2 CFR part 200 were effective on August 13, 2020, November 12, 2020, and February 22, 2021. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in applicable *Federal Register* notices, the Agreement (as may be amended), or program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee must comply with other requirements established by the Office of Management and Budget (OMB), as amended, regarding the System for Award Management (SAM.gov) and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25 and 2 CFR part 170.
5. A metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives funds obligated by this agreement may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for eligible activities.
6. In accordance with the Appropriations Act and authorization by the Secretary (see paragraph IV.A.3. at 87 FR 6368), and subject to limitations in paragraph II.12. of this Agreement that require funds obligated by this Agreement to be used for program administrative costs unless and until this Agreement is amended to allow the use of grant funds for other eligible activities, the Grantee may use CDBG-DR funds that the grantee was awarded under prior appropriations and funds obligated by this grant agreement interchangeably and without limitation for eligible activities authorized by Title I of the HCDA, as modified by applicable waivers and alternative requirements, if those activities are related to unmet recovery needs in the MID areas resulting from a major disaster in the Appropriation Act or in a prior or future appropriation act, when the MID areas for both CDBG-DR grants overlap and when the use of the funds will address unmet recovery

needs of major disasters in the Appropriation Act or in any prior or future appropriation acts. For purposes of this requirement, if HUD did not identify MID areas for the major disaster in the *Federal Register* notices governing the CDBG-DR funds, the MID areas are those areas designated by the President in the major disaster declaration.

7. Activities undertaken with funds obligated by this Agreement shall be governed by the specific conditions in section III. until the specific conditions are modified or removed in writing by HUD. If the "Amendment" box on page 1 is checked, the following requirement applies: as of the date HUD signs the amendment, specific conditions in section III. of the amendment shall supersede all specific conditions previously imposed. Activities undertaken after HUD signs the amendment shall be governed by the specific conditions in the amendment until modified or removed by HUD in writing.
8. Before submitting this signed Agreement to HUD, the Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth in Attachment 1. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee are and shall be incorporated herein and made a part of the Agreement, as amended, provided that the rate(s) described comply with 2 CFR part 200, subpart E.
9. HUD and the Grantee agree that this Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The Grantee shall maintain this Agreement, including any amendments, in its files.
10. Data Sharing Agreements and Computer Matching Agreements between HUD and the Grantee for the purpose of sharing Federal Emergency Management Agency data pertaining to major disasters assisted by this grant, when signed (including data sharing and computer matching agreements signed or modified after this Agreement is signed), are and shall be wholly incorporated into and made a part of this Agreement. Grant requirements enforceable under the terms of 24 CFR part 570, subpart O or I include the Grantee's duties and responsibilities under such Data Sharing Agreements and Computer Matching Agreements.
11. The Grantee may use up to five percent of its allocation under the Appropriations Act for program administrative costs related to the use of funds for this grant and program administrative costs of other CDBG-DR, CDBG-MIT, and CDBG- National Disaster Resilience (NDR) grants without regard to a particular disaster. The Grantee must track and document payments of program administrative costs so that HUD may distinguish which program administrative costs are charged to this Federal award (grant) and which program administrative costs were paid for by grant funds obligated under prior or future CDBG-DR, CDBG-MIT, and CDBG-NDR grants. The Grantee must comply with the *Federal Register* notice requirements for the use of funds for administrative costs across multiple grants, including the requirements in paragraph III.B.1.c. at 87 FR 6378, as may be modified from time to time, which requires (as of the date of this Agreement) that "the grantee must ensure that it has appropriate financial controls to guarantee that the amount of grant administration expenditures for each of the aforementioned grants will not exceed five percent of the total grant award for each grant (plus five percent of program income generated by the grant). The grantee must review and modify any financial management

policies and procedures regarding the tracking and accounting of administration costs as necessary.”

### **III. Specific Conditions**

The following specific conditions correspond to the degree of risk assessed by HUD. These specific conditions may be adjusted post-award when merited by a re-evaluation of risk factors identified in 2 CFR 200.206 and 200.208. The specific conditions will be removed once the conditions that prompted them have been satisfied.

The City of Detroit has open findings cited for its HUD CPD grants in the 2021 and 2022 HUD Monitoring Reports and its Fiscal Year 2021 and 2022 Single Audits. Until those findings are closed by HUD, the City of Detroit must submit quarterly reports to the HUD-CPD Detroit Field Office detailing a self-assessment performed for the status of its CDBG-DR grant administration and the implementation of its CDBG-DR policies and procedures. The City of Detroit must include an update on trainings provided to its staff on subjects related to Federal financial management. By requiring the City of Detroit to provide HUD with its self-assessments in compliance with [2 CFR 200.303\(c\)](#) each quarter, there is a greater likelihood that the grantee will implement its policies and procedures, that staff will understand the requirements, take prompt action when instances of noncompliance are identified, and improve upon its policies and procedures when needed. This will reduce the risks of repeating findings or incurring new findings. The reports must be sent 30 days after the conclusion of each quarter ending on September 30, December 31, March 31, and June 30 by email to [detroitcpd@hud.gov](mailto:detroitcpd@hud.gov) with a copy to the HUD CPD Representative assigned to the City of Detroit for CDBG-DR.

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**THE UNDERSIGNED**, as authorized officials on behalf of the Grantee and the Secretary, hereby enter this **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT**, which shall be effective as of the date it is signed by the Secretary.

City of Detroit  
GRANTEE

**BY:**   
**(Signature)**

Michael E. Duggan  
**(Name)**

Mayor  
**(Title)**

10/30/2023  
**(Date)**

**HOUSING AND URBAN DEVELOPMENT**  
Digitally signed by: KEITH  
HERNANDEZ  
DN: CN = KEITH HERNANDEZ C = US  
O = U.S. Government OU = Department  
of Housing and Urban Development  
Date: 2023.11.02 16:40:31 -04'00'

**KEITH**  
**HERNANDEZ**  
**BY:** \_\_\_\_\_  
**(Signature)**

Keith E. Hernández  
**(Name)**

Director, Office of Community Planning and Development  
**(Title)**

11/2/2023  
**(Date)**

**Attachment 1**

The Grantee shall submit a schedule of its indirect cost rate(s) in the format set forth. The

Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule.

The schedule and any revisions HUD receives from the Grantee shall be incorporated and made a part of the grant agreement (the Agreement as may be amended from time to time), provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Grantee must identify each agency or department of the Grantee that will carry out activities under the grant, that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

**Attachment 2**

*Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice, 87 Fed. Reg. 6364 (February 3, 2022).* Additional or amended grant requirements published in the *Federal Register* apply and are incorporated into this grant agreement even if this grant agreement (including this Attachment 2) is not updated.