

CITY OF DETROIT BUILDING AUTHORITY
CONSTRUCTION SERVICES AGREEMENT

WITH

PREMIER GROUP ASSOCIATES, LLC

THIS AGREEMENT, dated and made effective as of this 20th day of June, 2024 (hereinafter called the "Agreement"), by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and **PREMIER GROUP ASSOCIATES, LLC**, a Michigan limited liability company with offices at 2221 Bellevue Street, Detroit, Michigan 48207 (hereinafter called the "Contractor").

WITNESETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to secure parking lot signage, right of way signage, regular parking meter, and installation of solar cameras and 3-year monitoring (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

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

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

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

ARTICLE I
Engagement of Contractor

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

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities,

pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

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

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.05.1, the Authority shall promptly investigate the physical condition.

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

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

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

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

- 2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than June 19, 2025, (the Contract Term), unless the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for a total amount not to exceed Three Hundred Thousand Eight Hundred Fifty-Two and 00/100 (\$300,852.00) Dollars which shall include an owner's-controlled contingency of an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

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

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.04 Requests for progress payments shall be submitted by a duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V
Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII
Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or

- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
- (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
- (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
- (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
- (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
- (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
- (m) The Contractor ceases to conduct business in the normal course, and/or
- (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
- (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should

the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized

Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of

competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

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

9.03 As an acknowledgment that all or a portion of this Agreement shall be funded using American Rescue Plan Act / State and Local Fiscal Recovery Fund grant funds. As such, any and all costs associated with any change, modification, change order, or constructive charge which implicate federal ARPA/SLFRF funds must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contractor shall comply with all applicable federal law, regulations, executive orders, U.S. Department of Treasury policies, rules, regulations, guidance, and directives.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect

proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI
Confidential Information and Record Keeping

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

11.02 Given the nature of the project funding source, Contractor recognizes that the Authority and Federal Award Recipient require access to records beyond the performance of the Agreement. Contractor agrees to retain all records associated with the performance anticipated under this Agreement for a period of at least seven (7) years. Contractor agrees to promptly cooperate with all record requests from the Authority; records and responses shall not be unreasonably withheld or delayed. The Authority's right to request or access Contractor records associated with this Agreement extend beyond the life of the Agreement, through the seven (7) year record retention period. Contractor agrees to keep these records confidential, unless instructed or mandated to present such records by a court of competent jurisdiction or regulatory agency with jurisdiction over such records.

ARTICLE XII
Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

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

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority and the City harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.03 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.04 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.05 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII
Insurance

13.01 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence-based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.
- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damages to Premises Rented to the Contractor's Limit	\$100,000
Medical Expenses	\$10,000

- (c) [INTENTIONALLY OMITTED].
- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.

13.02 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.03 [INTENTIONALLY OMITTED].

13.04 Unless prohibited by law, the commercial general liability policy maintained by the Contractor hereunder shall name the Authority and the City as

additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.05 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.06 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

13.07 Certificates of insurance evidencing at least the Minimum Insurance Requirements shall be submitted to the DBA on or before the Effective Date and at least fifteen (15) days prior to the expiration dates of expiring policies. Upon request, the Contractor shall provide the DBA with copies of all required policies.

ARTICLE XIV Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Elliot-Larson Civil Rights Act (P.A. 1976 No. 453) and the Michigan Persons with Disabilities Act Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to

perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02. Contractor shall comply with the following, as applicable:

- (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 (a) and the provisions of paragraphs (a) through (h) 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.

The Contractor 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 applicant 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.

Contractor 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.

Contractor 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 applicant 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 grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15.03 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 17-5-221 through 17-5-231, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

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

15.05 The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.06 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in

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

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

ARTICLE XVI
Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII
Notices

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

If to Authority:	City of Detroit Building Authority 1301 Third Street, Suite 328 Detroit, Michigan 48226 Attention: Tyrone Clifton
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with a copy to:

The Allen Law Group, PC
3011 W. Grand Blvd., Suite 2500
Detroit, Michigan 48202
Attention: Floyd E. Allen, Esq.

If to Contractor: Premier Group Associates, LLC
2221 Bellevue St.
Detroit, Michigan 48207
Attention: Brad Byarski,
Chief Operating Officer

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.

- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.

- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code, being 26 USC §1445.
- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX

Office of the Inspector General

19.01. In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor 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.

19.02. This Agreement 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 Agreement in accordance with Section 2-106.6 of the City Charter.

19.03. A fine shall be assessed to the Authority in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Authority, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

19.04. Pursuant to 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.

19.05. In accordance with Section 7.5-310 of the City Charter, 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.

19.06. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

ARTICLE XX
Compliance with Relevant Law

20.01. Contractor shall comply with all relevant provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as applicable. Further, all transactions regarding this contract which fall under the purview of 40 U.S.C. 3141-3148 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. as applicable. 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. Additionally, Contractors are required to pay wages not less than once a week.

20.02. Contractor shall comply with all relevant provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as applicable, including:

- (a) 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 Agreement.
- (b) The Contractor or subcontractor shall insert in any subcontracts the clause above and 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 contractual clauses.
- (c) A breach of the 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.

20.03. Contractor agrees to comply with the Contract Work, Hours, and Safety Requirements, including compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C § 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and as expanded below:

- (a) 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.
- (b) In the event of any violation of the clause set forth in paragraph (b)(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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the t \$27 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 overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (c) The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.
- (d) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

20.04. Environmental. Contractor agrees to comply with all relevant provisions of the Clean Air Act (42 U.S.C. § 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations under the aforementioned Acts must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20.05. Contract agrees to comply with all relevant and applicable regulations regarding debarment and suspension. Specifically, Contractor agrees to comply with Debarment and Suspension (Executive Orders 12549 and 12689), including provisions which require Contractor to refrain from awarding contracts to parties listed on the governmentwide exclusions database in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

To the degree this contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, 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). When applicable, 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.

20.06. Contractor shall comply with all relevant provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as applicable, including provisions which mandate Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. As applicable, 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. 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.

20.07. Procurement of Recovered Materials: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable. If applicable, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

ARTICLE XXI

Miscellaneous

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

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

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

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

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

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

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

21.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and

all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

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

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

21.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

21.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

21.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

21.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same

instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

21.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

21.15. [INTENTIONALLY OMITTED].

21.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

21.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

21.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

21.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

EXHIBIT A

SCOPE OF WORK

The scope of work for the Project includes the following:

Contractors are responsible for providing requested pricing information for each line item, which will apply to all the construction zones within the bid package. Generally, the work is guided by the City of Detroit Standard Specifications (latest edition), and the City of Detroit Standard Details (latest edition); except as modified for this project by its Construction Documents, its Special Provisions, and subsequent clarifications by the City. Reasonable effort has been expended by the DBA and its consulting team to coordinate information for consistency. If conflicting information is found by the Contractor and cannot be reasonably resolved, clarification shall be requested in writing and directed to DLZ and the DBA.

a) PARKING LOT SIGNAGE (ON-SITE)

i) Furnish and install parking lot signage (i.e., main sign, disclaimer sign, rate sign) as indicated on the Plan and Details.

b) R.O.W. SIGNAGE (OFF-SITE)

- i) Furnish and install parking signage within R.O.W as indicated on the Plan and Details.
- ii) Restore concrete sidewalk/walkway (4,000 psi) removed due to the signage installation.
- iii) Restore damaged landscaping due to the signage installation.
- iv) Maintain two-way traffic during construction.

c) REGULAR PARKING METER

- i) Furnish and install regular parking meter including all associated accessories as indicated on the Plan and Details.
- ii) Restore affected landscaping due to the signage installation.

d) RELATED SERVICES

Incidental to the Scope are provisions of the Work required by other construction partners, and this Contractor's cooperation in compliance with those provisions. The Contractor shall cooperate with City Representatives, the DBA, DLZ professionals, and others as needed to meet requirements in areas such as, but not limited to, the following:

- General Requirements, progress clause, and coordination incidental to the work under pay items and mobilization of contractors and sub-contractors on this contract and related City work.
- Inspections and Field Verifications / Records
- Testing of Requirements and Standards for importing aggregates and soil
- Project Meetings
- Cross-Professional and Cross-Trade Coordination
- Utility coordination of the contract and various special provisions
- Work incidental to specific pay items defined within special provisions, which are to be considered and included in the unit price.
- Soil and Sedimentation Control
- Change Directives, Change Orders, and other field adjustments.
- Project Records and Deliverables, including testing and recordkeeping.
- Project Closeout, including final inspection, certification, final acceptance, and final documentation.

relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.

6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

**Tyrone Clifton, Director
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226**

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Authority.
 - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
 - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor, that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Contractor of any liability of the Authority or the City for any act or omission

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications


1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.

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

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

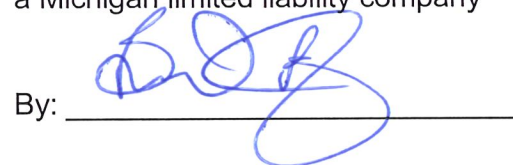
By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

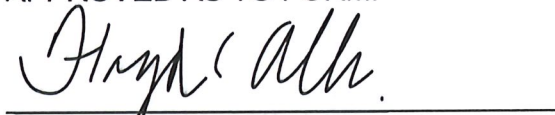
Its: Treasurer

PREMIER GROUP ASSOCIATES, LLC,
a Michigan limited liability company

By: 

Its: CHIEF OPERATING OFFICER

APPROVED AS TO FORM:


General Counsel, City of Detroit
Building Authority