

PROJECT MANAGER SERVICES AGREEMENT

DETROIT PUBLIC LIBRARY CAPITAL IMPROVEMENTS 2025-2026

THIS PROJECT MANAGER SERVICES AGREEMENT (the "Agreement") made and executed this ____ day of _____, 2025, by and between DETROIT PUBLIC LIBRARY, a Michigan municipal corporation whose address is 5201 Woodward Ave., Detroit, MI, 48202 (hereinafter "DPL") and the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate of the State of Michigan, organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter the "AUTHORITY"), each referred to individually as a "Party" and occasionally referred together as the "Parties".

RECITALS

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

WHEREAS, DPL is governed by the Detroit Library Commission, whose members are appointed by the Detroit Board of Education as authorized by Local Act 314 of 1881 (an amendment to Michigan Public Act 233 of 1869, "The Free School Act") and under the authority of Michigan Public Act 26 of 1921, the annual budget of the Detroit Library Commission is required to be submitted to and passed upon by the Detroit City Council; as a result, for the purpose of this Agreement, DPL is considered a component unit of the City; and

WHEREAS, The City of Detroit Downtown Development Authority ("DDA") and DPL have entered into a Funding Agreement dated as of _____, 2025 (the "Funding Agreement") pursuant to which the DDA has agreed to allocate up to \$3,000,000 of its tax increment revenues to fund certain capital improvements to DPL's Skillman branch library ("Skillman") located at 121 Gratiot Ave., Detroit Michigan 48226 in anticipation of a late 2025/early 2026 reopening, which improvements are further described on Exhibit A to the Funding Agreement (the "Improvements");

WHEREAS, the Funding Agreement requires DPL to engage the Authority to manage the implementation of the Improvements, including management of architectural, engineering and construction services relating to the Improvements (the "Project"); and

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

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

SECTION I

Engagement of Authority

1.01 By this Agreement, DPL engages the Authority, and the Authority agrees to serve as the Project Manager for the management of architectural, engineering and construction services relating to the Improvements to the Skillman Branch of the Detroit Public Library located at 121 Gratiot, Detroit, Michigan 48226 as specified in Exhibit A and provide services in accordance with the Project Manager Services Agreement General Terms and Conditions contained in Exhibit B attached hereto.

SECTION II
Funding of the Project: Project Contracts

2.01 **Project Funding.** Pursuant to Section 4 of the Funding Agreement, the DDA has allocated up to Three Million and 00/100 Dollars (\$3,000,000.00) (the "**Funds**") of its tax increment revenue funds to the Improvements. The Funds are subject to availability and lawful use of tax increment revenues by the DDA. The Funds will be held and released by the DDA to pay for or reimburse the DPL or the Authority, as applicable, for construction work, contract administration, and/or professional services related to the Improvements (the "**Services**"), consistent with the Project Budget submitted to DDA, as defined and outlined in Section 3 below. DDA will disburse the Funds in the manner described in Section 4 of the Funding Agreement. To the extent the Authority has incurred costs relating to the Project or is coordinating the payment of third parties for costs of the Improvements, DPL shall direct the DDA to make disbursements directly to Authority to pay such costs in accordance with Section 4 of the Funding Agreement. Such cost shall be paid to the Authority in the manner described in Article IX, Section 9.01, of Exhibit B.

2.02 **Project Contracts.** All contracts relating to the Improvements must be authorized and entered into by DPL as the contracting party. The Authority may not enter into any agreements relating to the Improvements or incur costs relating to the Improvements without the express written consent of DPL. Additionally, DPL retains sole discretion for final approval of all Contractors and Project contracts. The Authority shall ensure that any contract entered into by DPL with a Contractor or subcontractor in connection with the Project substantially conforms to the form attached hereto as Exhibit C (Form of Agreement Between Owner and Contractor), unless otherwise approved in writing by DPL. The Authority shall coordinate with DPL to ensure all exhibits, including scope and compensation, are completed prior to execution.

2.03 **Project Budget.** The Authority shall assist DPL with the preparation of a detailed budget and estimated timeline for the Improvements (the "**Project Budget**"). The Project Budget must be approved by DPL prior to submission to the DDA for its review and approval as required by Section 3 of the Funding Agreement.

2.04 **DPL Approvals.** The Authority acknowledges that any scope of work pertaining to the Project will be defined under one or more separate agreements between DPL and the Contractors (the "**Scope of Work**"). The Authority shall not proceed with any services relating to such Scope of Work, or any design elements thereof, unless and until DPL has approved the applicable Scope of Work and design documentation in writing. Final completion of the Project shall also be subject to DPL's written confirmation that all applicable work has been completed to DPL's satisfaction.

SECTION III
Notices

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

If to the DPL:

Detroit Public Library
5201 Woodward Ave
Detroit, Michigan 48202
Attention: Jo Anne Mondowney, Executive Director

With a copy not constituting notice to:

Aaron V. Burrell
Dickinson Wright PLLC
500 Woodward Ave, Suite 4000
Detroit, MI 48226
aburrell@dickinson-wright.com

If to the
Authority:

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

With a copy to:

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

3.02. All Notices shall be deemed given on the day of mailing. Any Notice given by a party to this Agreement must be signed by an authorized representative of such party.

Either party to this Agreement may change its address for the recipient of Notices at any time by giving notice of the address change to the other party.

3.03 The Authority agrees that service of process at the address, and in the manner specified in this Section III, shall be sufficient to put the Authority on notice of such action, and there Authority hereby waives any claims relative to such notice.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the CITY and the AUTHORITY by and through their duly authorized officers and representatives have executed this Agreement on the day and year first above written, to be effective as of the Effective Date.

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

By: 

Jessica Parker

Its:

Chairman

By: 

Christopher T. Jackson

Its:

Treasurer

DETROIT PUBLIC LIBRARY,
a Michigan municipal corporation

By: 

Name:

Antonio Brown

Its:

Chief Financial Officer

APPROVED AS TO FORM:

General Counsel, City of Detroit Building Authority

EXHIBIT A

PROJECT AND PROJECT SITE

The Funds encumbered by this Agreement shall be used for the management of architectural, engineering and construction services for the Improvements to be made to the Skillman Branch of the Detroit Public Library located at 5201 Woodward, Detroit, Michigan 48226, as described in Exhibit A to the Funding Agreement. Services to be performed under this Agreement are including but not limited to the following:

- Architectural/Engineering Services
- Consulting Services
- Construction Services
- Technology Professional Services
- Technology Specialty Items Purchase and Installation
- Security Systems Coordination and Installation
- Preparation of detailed budget and estimated timeline for the Improvements
- Preparation and submission of disbursement requests and supporting documentation to DDA as required by Section 4 of the Funding Agreement

EXHIBIT B

PROJECT MANAGER SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

ARTICLE I

Responsibilities and Approval Rights of DPL

- 1.01. The recitals are incorporated into this Agreement as if fully set out word for word.
- 1.02. DPL shall use the Funds to pay for work performed or work to be performed on the Project as set forth and specified in Article 9.01 hereof.
- 1.03. DPL shall execute such other documents and provide such other information, plans and specifications that may be reasonably required for completion of the Project.
- 1.04. DPL, in its sole discretion, shall have the right, but not the obligation, to review and approve (a) any Scope of Work to be performed under separate agreements with Contractors; (b) any design documentation or modifications proposed by the Authority or third-party consultants; and (c) any determination that the Project is complete. The Authority shall not proceed with any services relating to these matters without first obtaining such written approvals from DPL.
- 1.05. Pursuant to Article 2.03, the Authority shall submit any items requiring DPL's approval under this Agreement in writing, accompanied by all documentation reasonably necessary to evaluate the request. DPL shall use reasonable efforts to review and respond in writing within the following timeframes:
- (a) Scope of Work: within ten (10) business days of receipt;
 - (b) Design Documents or Modifications: within ten (10) business days of receipt;
 - (c) Project Completion (or Substantial Completion): within seven (7) business days of receipt of written notice from the Authority that the Project is ready for inspection or review; and
 - (d) Subcontractor Approvals: within five (5) business days of receipt of a written request and supporting information.

DPL's failure to respond within the applicable period shall not be deemed approval. The Authority shall not proceed with any such work unless and until DPL has provided written approval. DPL may extend the applicable review period by providing written notice to the Authority stating the reason for the delay and the anticipated timeframe for completion of its review.

ARTICLE II

Duties of the Authority

2.01. The Authority shall serve as the Project Manager on the Project. The Authority shall be responsible for all progress and final inspections, for all general administrative functions, and for maintaining all documentation and all reports in relation to the Project. The Authority shall require and secure from its contractors, subcontractors, grantees, borrowers, and consultants engaged pursuant to this Agreement (individually, a "Contractor", and collectively, the "Contractors") undertaking work on the Project (i) all necessary and proper bonds to guarantee the performance of said Project, (ii) all necessary affidavits and resolutions required to contract with DPL, and (iii) all workers' compensation, employer's liability, commercial general liability (Broad Form Comprehensive), automobile liability, and pollution liability insurance policies (as required) in such amounts, with such features, and in such form as set forth

and specified in Article V hereof, or as may be required by law. To the extent permitted by law and commercially available, DPL and the Authority shall be named as additional insured on all such insurance.

2.02 The Authority shall maintain full and complete books, ledgers, journals, accounts, documents, other collected data, and records in auditable form (the "Records"), wherein are kept all entries reflecting all actions taken pursuant to this Agreement. The Authority shall make available all such Records for audits, inspections, and examinations by DPL and DDA during normal business hours. All such Records shall be maintained and kept in accordance with generally accepted accounting principles by the Authority during the Term of this Agreement, plus an additional period of four (4) years following the later of the completion of the Project or the termination of this Agreement, or for such longer period as may be required. The provisions of this Paragraph shall survive the termination of this Agreement.

2.03 The Authority shall present all proposed design documents, plans, or modifications to DPL for review and approval prior to implementation. The Authority shall coordinate with DPL to review all designs or design changes proposed by the Contractors or consultants and shall not approve or authorize any such designs without DPL's prior written consent. Further, the Authority shall not certify or represent that the Project has reached final completion until DPL has provided written confirmation of the same. DPL reserves the right to reject any design, work product or deliverable that does not meet its expectations or contract specifications or that it deems inconsistent with project objectives, standards, or applicable law.

ARTICLE III

Access to Site

3.01. In consideration for the management of the Project as herein specified, DPL agrees to grant the Authority such access to the site upon which the Project is to be conducted, as more particularly described in Exhibit A to this Agreement (the "Project Site"), for such period of time commencing on the Effective Date of this Agreement and ending no later than three (3) years from such date, subject to the provisions of Article VIII and Article XII hereof.

ARTICLE IV

Compliance with Law

4.01. DPL and the Authority covenant and agree that they will not permit the use of the Project in any manner inconsistent with local, state, or federal laws, rules, or regulations now or hereafter in force and applicable hereto. DPL further covenants and agrees that it will promptly, and at its own expense, make and pay for any and all changes and alterations to the Project which, during the Term of this Agreement, may be required at any time by reason of local, state, or federal laws.

ARTICLE V

Insurance

5.01. During the Term of this Agreement, the Authority shall require the Contractors to maintain insurance, at a minimum and at their expense, in the amounts outlined below:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Worker's Compensation	Michigan statutory minimum
(b) Employer's Liability	\$500,000.00 minimum, each disease \$500,000.00 minimum, each person \$500,000.00 minimum, each accident

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|-----|--|--|
| (c) | Commercial General Liability
(Broad Form) | \$1,000,000.00 each occurrence Insurance
\$2,000,000.00 aggregate Comprehensive) |
| (d) | Automobile Liability Insurance | \$1,000,000.00 combined single limit (covering
all owned, hired, and for bodily injury and
property damage non-owned vehicles with
personal with a \$5,000,000 umbrella and
property protection insurance, including residual
liability insurance under Michigan no fault
insurance law) |

5.02 Any commercial general liability insurance policy required herein shall include an endorsement naming the "Detroit Public Library", and the "Detroit Building Authority" as additional insureds. 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 Agreement. 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 agreements, contracts.

5.03 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."

5.04 All insurance required by this Agreement shall be written on an occurrence- based policy form, if the same is commercially available.

5.05 All commercial general liability policies shall be endorsed to have the general aggregate apply to the services provided under this Agreement only.

5.06 If during the Term of this Agreement changed conditions or other pertinent factors should, in the reasonable judgment of the DPL, render inadequate the insurance limits or cause the insurance limits to fail to satisfy DDA requirements in Section 9 of the Funding Agreement, 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 affected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to DPL.

5.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to DPL. Certificates of insurance evidencing the coverage and endorsements as required by this Article V shall be in a form acceptable to DPL, and shall be submitted to DPL prior to the commencement of the services at least fifteen (15) days prior to the expiration dates of expiring policies. In the event that any Contractor receives notice of a policy cancellation, the Contractor shall immediately notify DPL in writing.

5.08 If any work is subcontracted in connection with this Agreement, the Contractor must: (1) obtain prior approval from DPL for the subcontracted work, and (2) ensure each subcontractor maintains the types and limits of insurance specified in this Article V. Documentation of this insurance must be promptly furnished DPL.

5.09 The Contractors shall be responsible for payment of all deductibles contained in any insurance required under this Agreement. The provisions requiring the Contractors to carry the insurance

required under this Article V shall not be construed in any manner as waiving or restricting the liability of the Contractors under this Agreement.

ARTICLE VI

Assignment

6.01. The rights, duties and obligations of DPL and the Authority, as specified in this Agreement, shall not be assigned, in whole or in part, during the Term of this Agreement.

ARTICLE VII

Term of Agreement

7.01. This Agreement shall be effective upon the later of the date of execution of this Agreement (the "Effective Date") and shall terminate three (3) years from that date (the "Term"), and shall remain in full force and effect until the end of this Term unless otherwise terminated pursuant to Article VIII.

7.02. The Authority shall have no authority to start work, and DPL shall not be liable for reimbursement for any material or service purchased, or payment for any cost incurred by the Authority, or any Service rendered by the Authority which are purchased, incurred or rendered prior to the Term of this Agreement.

ARTICLE VIII

Default

8.01. In the event that a Party hereto defaults or materially breaches the terms and conditions of this Agreement, the non-defaulting Party may terminate this Agreement upon thirty (30) days prior written notice. The Party claiming the right to terminate hereunder shall specify in its written notice the reason(s) underlying the alleged default, and the defaulting Party shall have thirty (30) days after delivery of said written notice to cure or commence to cure said default. Failure to cure said default within the thirty (30) days shall be considered a material breach of this Agreement.

8.02. Upon the occurrence of a material breach by the Authority, DPL may assume and perform on behalf of the Authority all of the Authority's duties provided for in Article II hereof.

8.03. This Agreement may be terminated at any time prior to completion of the Project by DPL for convenience, or by the mutual written consent of the parties hereto.

8.04. If the Agreement is terminated, DPL shall pay the Authority for services rendered prior to the effective date of termination, and any Funds held by the Authority for the Project shall be returned to DPL.

ARTICLE IX

Project Invoicing, Payment of Work

9.01. Invoices. All invoices submitted against this Agreement shall be in a form acceptable to DPL and approved by both Parties ("Invoices"). It is the Authority's responsibility to ensure the creation of Invoices, items not properly invoiced will be considered invalid and not be paid.

9.02. Payment of Work. Upon execution of the Agreement, DPL agrees to authorize vouchers to pay all valid Invoices and requests for payment submitted to it by the Authority for all work performed, and to be performed, pursuant the terms and conditions of this Agreement. Payment shall include a 5% administrative fee to the Authority, which is included in the Funds and is paid to the Authority as

compensation for the services rendered hereunder. Neither DPL's review, approval, nor payment for any of the services provided by the Authority shall be construed to operate as a waiver of any rights under this Agreement.

9.03 Third Parties. DPL and the Authority expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Agreement, and that this Agreement shall not be construed to benefit any person other than DPL and the Authority.

ARTICLE X

Fair Employment Practices

10.01 Compliance with State and Federal Laws. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal opportunity, including but not limited to, Titles VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations issued pursuant to those Titles (28 C.F.R. Part 42), and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 NO. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 NO. 220), the Authority agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his (or her) hire, tenure, terms, conditions or privileges of employment or hire because of his (or her) religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Authority recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its Contractors. Notwithstanding the foregoing, the Authority shall comply with, and shall require any Contractor to comply with, all federal, state, and local laws and regulations, including but not necessarily limited to (i) all laws governing fair employment practices and equal employment opportunities; and (ii) all applicable property maintenance code provisions.

10.02. Compliance with City Laws. The Authority agrees to comply with all rules and procedures adopted by the City, including but not necessarily limited to the City Human Rights Department, and shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the Agreement with respect to his (or her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. The Authority shall promptly furnish any information required by the City Human Rights Department pursuant to this Section 10.02.

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

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

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

10.06. Material Breach. Breach of the covenants in this Article X shall be deemed to be a material breach of this Agreement.

ARTICLE XI

Amendments

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

11.02. No Amendment to this Agreement which increases the financial obligation of DPL as stated in Article X hereof shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties, and is approved by the Detroit Library Commission.

ARTICLE XII

Force Majeure

12.01 No failure or delay in performance of this Agreement, 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 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. Neither the Authority's economic hardship nor changes in market conditions are considered a Force Majeure Event.

12.02 Upon the occurrence of a Force Majeure Event, the Authority shall (i) give prompt written notice to DPL that the Force Majeure Event has occurred, the anticipated effect on the Authority's performance, and the expected duration of that anticipated effect; (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 DPL apprised of the Authority's progress in remediating the effects of the Force Majeure Event; and (iii) promptly resume performance under the Agreement.

12.03 If a Force Majeure Event prevents the Authority from performing under the Agreement for a continuous period of at least thirty (30) business days, DPL may terminate this Agreement immediately by giving written notice to the Authority as required herein.

ARTICLE XIII

Additional Provisions

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

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

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

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

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

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

13.07. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the execution of this Agreement, DPL shall provide a copy to the Authority.

Exhibit C

**FORM OF AIA DOCUMENT A105-2017
STANDARD SHORT FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

See attached.