HRD#
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CITY OF DETROIT
PUBLIC FACILITY REHABILITATION
AGREEMENT

THIS AGREEMENT, entered as of this ____ day of _____, 2025, by and between the City of Detroit, a Michigan municipal corporation acting by and through the Housing and Revitalization Department (herein called the "City") and **Cass Community Social Services**, a Michigan nonprofit corporation (herein called the "Subrecipient").

WITNESSETH:

WHEREAS, the City has received a letter of credit for its entitlement of Community Development Block Grant funds (herein called "CDBG") from the U.S. Department of Housing and Urban Development (herein called HUD), CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14.218 GRANT AGREEMENT NUMBER B-**24**-MC-26.0006 for fiscal year(s); **2024-2025 SAM's Unique Entity Identification** #JTQYHNU5JFV5 and

WHEREAS, the City has allocated a portion of its CDBG funds to provide funding for neighborhood improvement projects proposed by citizens and neighborhood groups; and

WHEREAS, the City has approved the Subrecipient as a provider of the services to complete the rehabilitation of the public facility as set forth in both Article 2 and **Exhibit A** (the "Services"), attached hereto; and

WHEREAS, the Subrecipient represents that it is authorized and capable of performing the Services in a manner that complies with all applicable federal regulations; and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to the parties and to the public, the parties hereto agree as follows:

1. ENGAGEMENT OF SUBRECIPIENT

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services, in accordance with the terms and conditions contained in this Agreement, including **Exhibit A** ("Scope of Services")**, B** ("Budget")**, C, D, E, F, G, I, J, N, O, P, Q** and **attachment 1**of **Exhibit A**, **attachments 1, 2, and 3 of Exhibit B,** and **attachment 1** (Sample Wage Decision) of **Exhibit D, attached here to and made a part hereof**.

2. SCOPE OF SERVICES

Project Area

The Services shall herein be called the "Project", and the Services are to be performed at the location(s) (herein called the ("Project Area"), as follows:

11850 and 12025 Woodrow Wilson
Detroit, MI 48206

2.1 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole discretion of the City, the Services as described in **Exhibit A**. In the event that there is any dispute between the parties with regard to the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the interpretation and determination of the City shall govern.

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

2.3 The Services shall be undertaken in such sequence as described in **Exhibit A**, Scope of Services, to assure their proper and expeditious completion in light of the objectives of this Agreement prior to the expiration date.

2.4 The Subrecipient shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

2.5 The Subrecipient shall obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditations, permits, and approvals as may be required by law for its operation and the performance of Services under this Agreement. The Subrecipient shall ensure that its employees and subcontractors shall also maintain all required licenses, registrations, accreditations, permits, and approvals as may be required by law for the performance of Services hereunder, whether required by City of Detroit Buidlings, Safety, Engineering and Environmental Department ("BSEED"), other City departments and/or agencies or otherwise.

2.6 The Services funded with CDBG funds shall meet one of the National Objectives: benefits low and moderate income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R 570.208. The Subrecipient agrees that this Agreement may be terminated if the Subrecipient fails to show documentations for meeting HUD's National Objectives or eligibility requirements for the use of federal funds under this Agreement.

3. TERM OF PERFORMANCE

A. Term of Performance.

3.1 This Agreement shall begin **September 1, 2025** and expire on **August 31, 2027** for a maximum of 24 calendar months, unless otherwise extended or terminated as provided herein.

3.2 **Effective Date.** This Agreement shall become effective upon the date listed in Section 3.01 contingent upon (1) City Council approval, and (2) execution by the Chief Procurement Officer.

3.3 **Extension of Time.** The Subrecipient may requests a time extension, such request shall be made ninety (90) days prior to the expiration date of this Agreement, and subject to the City's determination that conditions warrant an extension beyond the expiration date to satisfactory complete the Project. Any time extension shall be considered a request to amend this Agreement, and subject to Article 17, Amendments. In no event, shall such time extension shall increase the compensation hereunder, nor be effective unless given in writing by an authorized representative of the City. This Article is subject to the provisions of Article 13, Termination.

B. Project Phases.

3.4 The Subrecipient shall commence performance of "Phase 1 Services" described in Exhibit A, upon the City posting a written Notice (herein called a "Notice to Proceed") to the Subrecipient. Upon satisfactory completion of Phase 1 Services, the City shall issue a Notice to Proceed with "Phase 2 Services" as described in Exhibit A, specifying the date to start rendering such Services. The City will not issue the Notice to Proceed until the Subrecipient has complied with the following conditions precedent to the sole satisfaction of the City:

1) submission to the City of acceptable documentation showing the Owner of Record of the property to be rehabilitated; and

2) execution of Exhibit F “Lien” for the Project; and

3) proof that current City taxes are not delinquent for the property to be rehabilitated; and

4) if the property Owner is a religious organization, documentation of the property Owner's and Subrecipient's full compliance with the requirements of 24 C.F.R 570.200(j); and

5) evidence of eligible public service activity at the location.

3.5 All Services shall be undertaken in such sequence, as more fully described and/or scheduled in **Exhibit A,** to assure their proper and expeditious completion in the light of the objectives of this Agreement prior to the expiration date.

The Subrecipient shall have no authority to start work, no payments shall be authorized by the Finance Department of the City of Detroit, and the City shall not be liable for reimbursement to the Subrecipient for any materials or services purchased, or payment for any costs incurred, or for any services rendered, which are purchased, incurred, or rendered prior to the term of this Agreement. In addition, the City shall not be liable for any cost of Phase 2 Services, whether rendered, purchased, or incurred by the Subrecipient, prior to the Notice to Proceed effective date.

3.6 Once the Agreement has become effective, the City may make payments to the Subrecipient for eligible Services rendered, including Services that were performed prior to the effective date of this Agreement as allowed by HRD. However, no payments shall be authorized by the Finance Department of the City, nor shall the City be liable for reimbursement for any materials or services purchased, or payment of any cost incurred by the Subrecipient, or any Services rendered by the Subrecipient unless and until the requirements of Section 3.4 have been satisfied.

4. PERSONNEL AND ADMINISTRATION

4.1 To ensure proper performance of the Services and a quality Work Product (as herein after defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services (herein called the "Employees") or any other consultants, agents or subcontractors engaged by the Subrecipient to perform the Services (“Subcontractors”) are fully qualified and authorized to perform the services under Federal, State, and local laws, rules, and regulations.

4.2 The Subrecipient shall notify the City within thirty (30) days of any change in ownership or executive leadership or any other significate corporate changes that impact the ability of the Subrecipient to carry out any federal funding under this Agreement or other federal, state or local funding. The Subrecipient’s right to assign or sublet this Agreement shall be in accordance with Article 15.

4.3 The City shall have the right of prior approval of all Subcontractors. Each Employee and Subcontractor employed by the Subrecipient in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to most effectively and efficiently perform the Services to conform with the highest practices in the industry.

The City may, within its sole discretion, and upon such terms and conditions as it deems appropriate, assign qualified City employees to work with the Subrecipient in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the Subrecipient shall be primarily and ultimately responsible to the City for the proper and expedient completion of the Services and assumes all liability and holds the City harmless for such performance by City personnel, when such performance is pursuant to the request of the Subrecipient.

The Subrecipient shall reimburse the City for the cost and expense of the City personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time, the City's contribution to the pension system, and the City's cost or expense for compensation, insurance or benefits when such assistance is given at the Subrecipient's request. All costs to the Subrecipient of the expenses described herein for City

employees assigned to work with the Subrecipient shall not be eligible for reimbursement by the Subrecipient to the City. City personnel shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party e.g., services of building inspectors, even if requested in writing signed by the Subrecipient, would not be deemed to be at the request of the Subrecipient for purposes of this Section.

4.4 Nothing contained in this Agreement is intended or shall be construed in any manner to create or establish the relationship of employer/employee between the City and the Subrecipient. Neither party to this Agreement shall claim any liability benefits, such as worker's compensation, pension rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, and no such liabilities or benefits shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the Subrecipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.5 In all cases in which an Employee or Subcontractor must be replaced, for any reason, the Subrecipient shall immediately notify the City and supply an acceptable replacement to the City as soon as possible. Except where the Employee or Subcontractor was withdrawn pursuant to a written request by the City, the Subrecipient shall furnish such replacement on a no-charge basis for the time necessary for any retraining or job orientation.

4.6 All work to be performed, and the Services hereunder shall be coordinated by the Project Coordinator, **Kim Conwell-Leigh** duly designated by the Subrecipient and acceptable to the City, who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

The Project Coordinator shall arrange the Project time schedule and monitor performance, except that all requirements as to the Project time schedule as set forth in this Agreement shall be adhered to by the Subrecipient. The Project Coordinator or his or her designated assistant shall meet regularly with representatives of the City to discuss progress made at the Project Area and any problems which may have arisen.

4.7 The Project Coordinator shall inform the City as soon as the following conditions become known:

a. Problems, delays, or adverse conditions which materially affect the ability to complete the Project or prevent the meeting of time schedules. This disclosure shall be accompanied by statement of the action taken, or contemplated by the Subrecipient, and any City assistance needed to resolve the situation; or

b. Favorable development of events which enable meeting time schedules sooner than anticipated.

The Subrecipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section, as well as additional pertinent information.

4.8 For the term of this Agreement and for one (1) year after its termination, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City without obtaining the City's prior written consent, as required under the Detroit City Code, Section 2-5-71, entitled “One-Year Post Employment Prohibition.”

The Subrecipient shall not receive any payment from the City for any costs under this Agreement, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Subrecipient's employees, contractors, sub-contractors, agents, or consultants, in addition to or in lieu of those set forth in, and pursuant to, the Compensation specified in Section 5.01, and the Budget, attached hereto as **Exhibit B**.

4.9 **Certification.** The Subrecipient certifies that the Subrecipient, its employees and subcontractors are not subject to debarment, suspension or determination of ineligibility by HUD or any other state, or local government. If there is a finding of fraud, misappropriation of funds or ineligibility the Subrecipient shall notify the City within thirty (30) days of the government's determination. Failure to report or notify the City of such misconduct may result in the termination of this Agreement, and/or the suspension, decrease or relocation of future grant funds.

5. COMPENSATION

5.1 The City agrees to pay the Subrecipient, on a cost reimbursement basis, an amount up to **Five Hundred Thousand dollars 00/100 ($500,000)** for the complete and proper performance of the Services rendered, such compensation shall be paid only as provided in **Exhibit B**, Budget, and is inclusive of all remuneration to which the Subrecipient may be entitled.

6. METHOD OF PAYMENT AND USES OF FUNDS

A. Method of Payment.

6.1 The Subrecipient shall be paid on a cost reimbursement basis for work performed by the Subrecipient, if any. Costs of construction work performed hereunder by Construction Consultants or Subcontractor(s) shall be paid on a progress payment, rather than a reimbursement basis. The Subrecipient, in order to receive payment, shall submit a requisition for payment consistent with and pursuant to (1) all requirements set forth in **Exhibit B**, Budget/Payment Procedures and Requirements, (2) the items of cost and maximum amounts thereof set forth in **Exhibit B**, and (3) all other terms and conditions of this Agreement, including requirements for the submission of progress or performance reports, together with all necessary documentation as may be determined by the City. If the request lacks satisfactory documentation or other explanation acceptable to the City, the City may refuse or suspend payment, in whole or in part, until documentation or explanation is presented which is acceptable to the City.

6.2 All CDBG funds obligated or committed by the Subrecipient during the term of this Agreement must be expended on or before the termination date of this Agreement. CDBG funds, which are not expended by the termination date shall be returned to the City, unless agreed otherwise. Any CDBG funds held by the City at the end of this Agreement that have not been reimbursed or expended shall be reallocated or reprogrammed.

B. Owner's Consent/ Lien.

6.3 When compensation hereunder is in excess of **$25,000.00,** the Subrecipient agrees to execute or cause the execution of a five (5) year lien as set forth in Exhibit F, which shall contain the applicable requirements hereof against the building(s) to be rehabilitated in favor of the City from the Owner(s) of such property. In the event, that the property to be improved is leased by the Subrecipient, the Subrecipient shall have the Owner's Consent and Acknowledgment Affidavit executed as set forth hereto as an attachment to **Exhibit F.** A copy of the lien shall be recorded with the Wayne County Register of Deeds.

6.4 Requisitions for payment shall be directed to the attention of the individual and/or department specified in Article 19 herein, Notices.

6.5 The City has the right to rely on the Subrecipient for submission of accurate invoices, the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient.

6.6 In the event of any audit findings which result in the disallowance of any use of funds, the Sub-recipient at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement.

C. Program Income.

6.7 "Program income" means gross income received by the Subrecipient which is directly generated from the use of CDBG funds hereunder and is fully defined at 24 C.F.R 570.500(a) in the Federal regulations. All use of program income is subject to: 1) all of the terms and conditions of this Agreement and 2) all laws and regulations applicable to use of CDBG funds, including, but not limited to 24 C.F.R 570.500(1)(i)-(x), 24 C.F.R 570.504, and 2 CFR 200 as may be amended.

6.8 All use of program income by the Subrecipient shall be subject to (1) all terms and conditions of the Agreement applicable to the funding of this Agreement and (2) all laws and regulations applicable to the use of CDBG funds, including but not limited to 24 C.F.R 570.500 (a) and 24 C.F.R 570.504 as may be amended.

All interest earned on advances (except for interest earned on a lump sum account, if any) in excess of **five hundred** (**$500.00**) **dollars** per year shall be returned to the City for submission to the Federal grantor agency. Interest earnings **up to five hundred** (**$500.00**) **dollars** per year may be retained by the Subrecipient solely for the purpose of set off against service charges charged by the bank in which the Subrecipient deposits the advance(s). The Subrecipient shall report to the City on all interest earnings. The Subrecipient shall not submit request(s) for reimbursement or make any other request for payment while program income is on hand, except for program income which is in a revolving fund account. Program income which is on hand but which has been obligated shall not be deemed to be on hand for the purposes of this restriction on request(s) for reimbursement. Program income which is in a revolving fund, must be spent before the Subrecipient makes any request(s) for reimbursement or any other request(s) for payment for activities to be assisted by revolving funds. All program income shall be reported to the City with each performance report and with each requisition for reimbursement.

Any use of program income by the Subrecipient shall be approved in writing by the City prior to that specific use. Any Agreement costs paid for with program income, as approved by the City, are not reimbursable by the City.

It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Subrecipient has control over CDBG funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement, and (2) the expiration date of this Agreement, the Subrecipient shall comply with all requirements of this Agreement which govern:

(1) program income, if any, as defined in the Federal regulations at 24 C.F.R 570.504;

(2) all other CDBG funds, if any; and/or

(3) miscellaneous revenue, if any, as defined in the Federal regulations at 24 C.F.R 570.500.

Such compliance shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Subrecipient shall continue to receive, use, and/or retain such program income, other CDBG funds and/or miscellaneous revenue. The Subrecipient shall continue to report to the City of Detroit, Housing and Revitalization Department on the receipt of all such program income, other CDBG funds and/or miscellaneous revenue for as long as the Subrecipient shall continue to receive, use and/or retain such program income, other CDBG funds and/or miscellaneous revenue. Program income to be returned to the City shall be sent to the City within three (3) days, unless the Subrecipient can apply the funds to the reimbursement of expenses incurred for Services rendered under this Agreement.

Upon expiration or termination of this Agreement, the Subrecipient shall (1) transfer to the City all CDBG funds on hand at the time of expiration or termination, including all program income; and (2) assign to the City all accounts receivable attributable to the use of CDBG funds and/or other Agreement funds (i.e., any program income accounts receivable and/or other accounts receivable which were generated by use of Agreement funds) together with a report on all such accounts receivable; unless at such time of expiration

or termination of this Agreement, the Subrecipient and the City enter into another Agreement which shall govern the use, and reporting of all such funds on hand and/or program income, if any, and all such other accounts receivable, if any; unless otherwise provided for elsewhere in this Agreement.

Payment made under this Agreement is intended to be inclusive of all Services provided under this Agreement, and constitutes the City's only financial obligation under this Agreement irrespective of whether the cost to the Subrecipient of provided services exceeds that obligation.

D. Payment for Indirect Cost.

6.9 The requisition for reimbursement shall include the monthly performance report specified in this Section.

6.10 In order to receive payment for indirect cost, the Subrecipient shall within ninety (90) days of the execution date of this Agreement, prepare and submit to the City for review and approval an Indirect Cost Proposal, including all necessary documentation consistent with the provisions for such a proposal required by under 2 C.F.R Part 230, and 2 C.F.R Part 200 Subpart E, and other Federal publications. The City may require a more detailed budget breakdown than the indirect cost specified in Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion and in the form and content prescribed by the City. In the absence of such an indirect Cost Proposal, the Subrecipient shall not request reimbursement of any Indirect Costs as defined in 2 C.F.R 200 "Cost Principles", notwithstanding any Indirect Costs specified in Exhibit B. The maximum amount of Indirect Costs which shall be reimbursable under this Agreement shall not exceed the lesser of (1) the amount provided for by the City approved Indirect Cost Proposal or (2) the amount of any Indirect Cost line item in Exhibit B, and in no case shall the City reimburse any Indirect Costs until the Subrecipient has submitted the Indirect Cost Proposal and the City has reviewed and approved same.

In addition, personnel costs for general administration including supervision of employees working on the program and not directly allocable to the delivery of the program should be charged as an indirect cost. If the pay request includes indirect costs, the Subrecipient must provide the basis for allocating costs as described in 2 CFR 200. 414, limited to the administrative and facilities costs (A&F), and in manner outlined below:

a. De-Minimis – If the Subrecipient wants to use the de minimis indirect cost rate, they must provide a calculation of the Modified Total Direct Cost and can claim 10% of that amount. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward (regardless of the period of performance of the subaward under the award). MTDC excludes equipment, capital improvement, charges for patient care, rental costs, tuition remission, scholarships and fellowship, participant support costs and the portion of each subaward in excess of $25,000. Other item may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs;

b. An approval federally approved Indirect Cost Rate approved by a federal agency (i.e. HUD, HHS);

c. A negotiated indirect cost rate approved by the City. If the City does not feel it has the capacity to properly negotiate and indirect rate and the Subrecipient does not have a federally approved rate, the City can require the Subrecipient to use the de minimis rate at the cost allocation method (below);

d. Subrecipient can elect to use the cost allocation method to account for indirect costs in accordance with 24 CFR 200.405(d).

In the event that the Subrecipient shall have no funding during the term of this Agreement, other than the funding provided by the Agreement, then the Subrecipient may submit a sworn statement stating such, together with sufficient supporting documentation as determined by the City.

6.11 Payment for services provided under this Agreement governed by the terms of Ordinance No. 42-98; 1984 Detroit City Code, Sections 17-5-281 through 17-5-288 entitled "Prompt Payment of Vendors."

The individual responsible for accepting performance under this Contract and from whom payment should be requested is Project Manager**, Dinah Bolton**, who, may be reached at the Housing and Revitalization Department, Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226, dbolton@detroitmi.gov.

E. Overpayment to Subrecipient.

6.12 The City has the right to rely on the Subrecipient for submission of accurate invoice, including the support documents. Should any discrepancy in the records, or any other inaccuracy result in overpayment or ineligible expenditure, such overpayments or ineligible expenditure shall be recovered from the Subrecipient, as provided by 2 C.F.R 200. If the Subrecipient receives a notice of overpayment, the Subrecipient may protest the overpayment determination in accordance with the Article 14 of this Agreement.

6.13 In the event of any audit finding that results in the disallowance of any use of funds, the Subrecipient, at the sole direction of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination of this Agreement. When the City is required to repay said disallowed funds to the grantor agency, it is understood that the reasonable time period may be limited to the time period that the grantor agency allows the City for repayment.

7. AUDITS, MONITORING, DATA, RECORD KEEPING AND REPORTS

7.1 **Audits:** The Subrecipient will submit to the City a copy of its annual audit report for each year during which this Agreement is in force, and in compliance with the requirements under 2 C.F.R 200. The Subrecipient shall also provide for an independent audit, as requested and required.

The Subrecipient shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards and or contracts.

The Subrecipient shall make available all books, documents, papers, records (here in collectively called "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, HUD, and the Comptroller General of the United States, at all reasonable times. The Subrecipient shall make available all records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Subrecipient shall keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The Subrecipient shall require compliance with this Articles in all agreements with contractors and subcontractors to permit monitoring access by the City to all relevant books and records and to the site of any construction or other work performed hereunder. Any deficiencies noted in any audit report related to this Agreement must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient of the notice of deficiency. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payment.

All financial records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices. The Subrecipient shall keep a property inventory for all property purchased in whole or in part with grant funds, consistent with all Federal property management requirements. All access to records, which are set forth in this Section shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 7.2 and 7.3 hereof.

Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted

to the City Council by the City Charter to audit and allow all accounts chargeable against the City. The City shall have the right to examine and audit all books, records, documents and other such supporting data as the City may deem necessary of the Subrecipient and any subcontractors, consultants or agents rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the cost or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for City audit and monitoring and Federal audit and monitoring in any contract it has with a Subcontractor, agent or consultant whose services will be charged directly or indirectly to the City, as is hereby required by the City and/or as may be required by Federal regulations. The City may delay payment to the Subrecipient pending the results of any such audit or monitoring without penalty or interest.

7.2 Monitoring: The Subrecipient agrees to allow representative(s) of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A, for a period of up to five (5) years after completion of all improvements. The Subrecipient shall report bi-monthly on activities performed within the facility for a period of five (5) years after completion of all improvements. Such inspections shall be made at any time during normal business hours of the Subrecipient. If during such inspections, the representative(s) of the City and/or representative of HUD should note any deficiencies or substandard performance in the Subrecipient's agreed upon Services, such deficiencies or substandard performance will be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City.

The Subrecipient shall submit monthly performance reports pursuant to all of the provisions and requirements of this Agreement.

7.3 Data Ownership and Use: During the term of this Contract, if the Contractor will collect or have access to any Data (any and all information, including, but not limited to Personal Information, any of the City's information and any other information uploaded or transmitted to or stored by the City of the Contractor pursuant to this Contract), the following provisions shall apply:

a. The Contractor acknowledges that the Data created on behalf of the city is solely owned by the City.

b. The Contractor further acknowledges and agrees that it shall not access, use, disclose, sell, rent, transfer or copy the Data for any purpose (or authorize or permit a third party to perform such acts). Except as may be necessary to fulfill its obligations under this Contract, the Contractor is not permitted access to the Data for any purpose. The Contractor is prohibited from using, transferring or disclosing any of the Data without specific written approval from the City. The Contractor hereby acknowledges that it does not currently have, nor will it ever have, a property interest in the Data and may not assert a lien or right to withhold Data from the City.

7.4 Record Retention: All financial records pertinent to this Agreement shall be kept in accordance with the generally accepted accounting practice and with 2 C.F.R 200.302 "Financial Management." The Subrecipient shall keep a property inventory for all property purchase in whole or in part with CDBG funds consistent with all Federal property management requirements and with all other applicable terms of this Agreement, as provided in Exhibit C.

The Subrecipient shall maintain all records in accordance with 24 C.F.R 570.503(7) and 24 C.F.R 570.506 to determine compliance with requirements of this Agreement. All records shall be maintained for a three (3) year retention period after final completion of the Service under this Agreement or when the Subrecipient no longer receives, uses, or retains the program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement, , 24 CFR 570.502(7)(ii). The Subrecipient shall comply with the records retention obligations and requirements under 2 C.F.R § 200.333 (Retention requirements for records); § 200.334 (Request for transfer of records); 2 C.F.R. §200.335 (Methods for collections); 2 C.F.R §200.336 (Access to records), and 2 C.F.R. §200.337 (Restriction on public access to records). The Subrecipient shall be governed by the financial responsibility requirements set forth in Article 6, herein. The Subrecipient shall keep a property inventory for all property purchased in whole or in part with Grant funds consistent with all Federal property management requirements and with all other applicable terms of this Agreement.

7.5 In addition to the above reporting requirements, the Subrecipient shall provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Federal grantor agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Federal grantor agency.

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. After being notified by the City, if action to correct such deficiencies or substandard performance is not taken by the Subrecipient within a reasonable time, and after being notified by the City, the City will initiate contract suspension or termination procedures.

8. COMPLIANCE WITH LOCAL AND FEDERAL LAWS AND SECURITY REGULATIONS

8.1 The Subrecipient shall comply, and shall require all Employees, contractors, consultants and subcontractors to comply with all applicable Federal, State and local laws, ordinances, codes, regulations, and policies, including but not limited to, all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to this Project externally; where applicable and where not prohibited by state or Federal laws. The Subrecipient shall comply with the Mayor's Executive Orders, when applicable, City of Detroit Human Rights requirements, including without limitation Section 23-1-1 et seq. of 2019 Detroit City Code; and all assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended; HUD's implementary regulation at 24 CFR Part 570 and 2 CFR Part 200 or applicable provisions under 24 C.F.R. 570 (1) Subpart B – "General", (2) Subpart C – "Pre-Federal Award Requirement and Contents of Federal Awards," and (3) Subpart D "Post Federal Award Requirements," and other related statutes and regulations.

8. 2 **Federal and Local Labor Standards.** The Subrecipient shall require that all contract language required by: (1) by regulations at 2 C.F.R 200.326, including without limitation those set forth in Appendix A of said Part 200, which includes but is not limited to all labor standards provisions in Section 1-4 of said Appendix A, and, (2) by City of Detroit Executive Order 2021-2, when applicable, be included in all construction contracts and subcontracts for construction performed with assistance provided under this Agreement, unless such construction work is not subject to the requirements of said language. The Subrecipient shall comply with said requirements unless the City notifies the Subrecipient in writing of any exception to applicability of said requirements. In the event of any dispute between the Subrecipient and the City as to whether construction work performed under this Agreement is or is not subject to said requirements, the determination of the City shall govern. In the event that the Subrecipient should directly employ workers on actual construction, the Subrecipient shall comply with (1) all Federal Labor Standards applicable to the employment of such workers.

The Contractor shall monitor all construction work performed under this Agreement for compliance with all applicable Federal Labor Standards, including those described at 2 C.F.R Part 200 Appendix A, Sections 1-4 thereof, and, if applicable, and shall report any noncompliance to the Housing and Revitalization Department, as required by 24 C.F.R 570, and 2 C.F.R 200, and shall comply with all federal, state and local executive orders, rules, ordinances and regulations.

8.3 **Lead Paint and Flood Program:** The Subrecipient shall carry out the Services required hereunder in compliance with all laws and regulations as described in Subpart K of 24 CFR Part 570, including but not limited to the regulations found at 24 C.F.R 570.608, "Lead-based paint", ", and Subpart E of 24 CFR 576, including but not limited to regulations found at 24 CFR 576.403(a) "Lead-based paint remediation and disclosure", and the regulations found at 24 C.F.R 570.605, "National Flood Insurance Program", except that the Subrecipient shall not assume the City's environmental responsibilities described at 24 C.F.R 570.604 and the Subrecipient shall not assume the City's responsibility for initiating the environmental review process under the provisions of 24 C.F.R Part 52.

8.4 **CDBG Acquired Property:** The Subrecipient shall use any real property under the control of the Subrecipient, that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, in such a manner so that such use, for at least five (5) years after expiration of this Agreement, shall meet one of the three national objectives required by the Federal regulations at 24 C.F.R 570.208 and 24 CFR 570.503(b)(7); or, with prior written City approval, dispose of such real property in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property. The City may, it its sole option, waive reimbursement after the five (5) year period mentioned above in this paragraph, but only if, all national objectives have been met during the five (5) year period.

8.5 **EEOC, Davis- Bacon and related Statutes:** The Subrecipient shall comply with Executive Order 11246 entitled "**Equal Employment Opportunity"** as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R 60), for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, employed or seeking employment with government contractor or with contractors performing under federally assisted construction contracts, and as specifically described in 8.5(1) below. In the event, the construction contract exceed $2,000 in federal assistance, and involves the employment of laborers and/or mechanics to perform the work, the Subrecipient shall comply with the requirement of 29 C.F.R Part I entitled "**Davis-Bacon Act",** which provides for the payment of minimum wages, including fringe benefits, and related statutes listed in Appendix A to Part I. The Subrecipient shall comply with 29 C.F.R 3 entitled **"Copeland "Anti-Kickback" Act,"** which applies to any contract that is subject to federal wage standards, and which involves the construction, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by federal loans or grants.

Except in contracts exempted in accordance with Executive Order 11246, all federally funded contractors, subrecipients and subcontractors shall agree as follow:

1. 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, subrecipient and subcontractor 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, subrecipient and subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Will, in all solicitations or advancements for employees placed by or on behalf of the contractor, subrecipient and subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. 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.

4. Will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under

Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the contractor, subrecipient or subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order N0. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Will include the provisions of paragraph (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor, subrecipient and subcontractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor, subrecipient or subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 37 FR 14303, 3 C.F.R, 1966 – 1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

9. Will monitor all construction work performed with assistance provided under this agreement for compliance with all applicable Federal Labor Standards, as set forth in the regulations described at 2 C.F.R Part 200 Appendix A, Sections 1-4 thereof and shall report any noncompliance to the Housing and Revitalization Department, as required by the 2 C.F.R 200 and regulations. The Subrecipient shall ensure all contractors, subcontractors and consultants comply with this Section of the Agreement.

8.6 **Environmental Review:** Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a Release of Funds from the U.S. Department of Housing and Urban Development under 24 C.F.R Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Detroit's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. In addition, the Subrecipient or contractor is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including, but not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this Agreement.

(1) **Pre-development Environmental Review:** Environmental review is required for pre-development costs as defined by 24 CFR Part 58.36(6), "including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees per loan commitments, zoning approvals, and other related activities which do not have a physical impact." No construction or Choice Limiting Actions as defined in 24

CFR Part 58.22 will occur during the pre-development phase of the project. A second environmental review must be completed once a complete scope of work is established for the rehabilitation project at the Site. The environmental review includes an appropriate Certification signed by the Certifying Officer or the Authority to Use Grant Funds (AUGF) from HUD is received for the entire scope of construction work. This Certification or AUGF must be received prior to increasing funding or amending agreements with the sub-recipient to allow for construction costs for rehabilitation activities.

8.7 **Clean Air and Water:** If the compensation under this Agreement is $150,000.00 or more, the Subrecipient shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671), Section 508 of the Clean Water Act (33 USC 1251-1307), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R, Part 35), which prohibit the use, under non- exempt Federal contracts, grants or loans, of facilities included on the EPA List of Violating Facilities. The Subrecipient shall report all violations to HUD, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

The Subrecipient shall comply with and recognize mandatory standards and policies relating to energy efficiency which are contained in the **State Energy Conservation Plan** issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8.8 **Contract Compliance:** The Subrecipient shall include, or cause to be included, in all procurement subcontracts under this Agreement and lower tier subcontracts thereof, if any, the provisions at 2 C.F.R 200.32, including without limitation those set forth in Appendix A of said Part 200, especially, but not limited to:

1. Maintain written standards of conduct for conflicts of interest, or organizational conflicts of interest, pursuant to 2 C.F.R 200.318; organizational conflict of interest is defined as a situation in which the nature of work under this Agreement and the Subrecipient's organizational, financial, contractual or other interests are such that:
    a. Award of the contract may result in an unfair competitive advantage; or
    b. The Contractor's objectivity in performing the contract work may be impaired; or
    c. Encourage intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 C.F.R 200.29 and 2 C.F.R 200.318.
2. The Subrecipient shall, when conducting procurement, use fair and reasonable methodology to provide full and open competition, as described in 2 C.F.R 200.319;
3. The Subrecipient shall comply with the Simplified Acquisition Threshold for small purchase procedure for purchases exceeding $150,000, 2 C.F.R 200.88, and acquisition of supplies or services not exceeding $3,500 ($2,000 for acquisition of construction supplies subject to the Davis-Bacon Act) qualifies as a micro-purchase pursuant to 2 C.F.R 200.67;
4. The Subrecipient's (non-Federal entity) contracts must refer to the Appendix II of 2 C.F.R Part 200.

8.9 **Lobbying:** The Subrecipient shall comply with all requirements of the rule entitled "New Restrictions On Lobbying" as published in the Federal Register of February 26, 1990, and as may subsequently be amended, (the "Lobbying Rule", hereinafter). The parties hereto acknowledge that said rule requires, but is not limited to requiring, that the Subrecipient and all parties at lower tiers, including sub-Subrecipients, contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub awards at all tiers. The parties hereto further acknowledge that said rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make appropriate Federal funds in regard to the above-described lobbying activities. The language of the certification required from the Subrecipient and for all affected parties, including but not limited to the parties at all lower tiers, is

attached to this Agreement as Exhibit O. The naming of the terms in this Section 12.07 and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Subrecipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the awarded documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere.

8.10 **Records Compliance:** The Subrecipient shall comply with the requirements of the HUD Reform Act of 1989, as set forth in the Federal regulations located at 24 CFR Part 4, as applicable in regard to all applications received by the Subrecipient in performance of the Services required hereunder, shall keep records on such compliance, shall make such records available for audit, examination, and monitoring, and, if required by the City, shall report on such compliance to the City in a manner as may be required by the City.

8.11 **Religious Activities:** The Subrecipient warrants that the facility being rehabilitated with grant funds are not use to support any inherently religious activities, such as worship, religious instruction, or proselytization or other sectarian purposes.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Subrecipient:

1. Agrees that in connection with the public services being provided:
   a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to persons on the basis of religion and it will not discriminate against any person applying for public services on the basis of religion; and will not limit such services or give preference to persons on the basis of religion;
   b. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services;
   c. The portion of the facility used to provide public services assisted in whole or in part under this Agreement and shall contain no religious symbols or decorations; and
   d. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Subrecipient and in which the public services are to be provided, unless the CDBG funds will be used for a wholly secular purpose as described under 24 C.F.R 570.200(j);

Provided that, minor repairs may be made if such repairs are directly related to the public services, are located in a structure used exclusively for non-religious purposes, are budgeted herein, and constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

8.12 **Drug-Free Workplace**. The Subrecipient shall maintain a drug-free workplace in accordance with the requirements of 2 CFR 2424. The Subrecipient shall certify and carryout the drug free workplace requirements.

8.13 **Women and Minority-Owned Businesses (W/MBE).** The Subrecipient shall comply with 2 CFR 220.321(b)(1) through (5) to assure that minority business, women's business enterprise, and labor surplus area firms are used when possible when the Subrecipient procures property and services under this Agreement.

8.14 **Hatch Act.** The Subrecipient shall comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United State Code.

8.15 **The Architectural Barrier Act of 1968**. The Architectural Barrier Act (ABA) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barrier Board (ATBCB) has coordination authority for the ABA.

8.16 **Uniform Relocation Act.** The Uniform Relocation Act, (URA) is a federal law that establish minimum standards for federally funded programs and projects that require the acquisition of real property or displacement of individuals from their homes, businesses, or farm. The URA protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government wide regulation that implement URA can be found at 49 CFR Part 24.

8.17 **OSHA.** The Subrecipient shall comply with all provisions of the Occupational and Safety Health Act (OSHA) which ensures worker and workplace safety. OSHA goal is to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

8.18 **Section 504 or the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and implementing regulation at 24 CFR 8.** Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance. In addition, it is the policy of HUD that all electronic information and communications technology used in HUD-assisted programs must be accessible to individuals with disabilities. Section 504 and the ADA also require such electronic information and communications to be accessible to ensure effective communication. For specific requirements for accessible electronic information and communications technology, please see HUD's policy implementing Section 508 of the Rehabilitation Act.

8.19 **Age Discrimination.** The Subrecipient shall comply with all provisions of the Age of Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of: (a) excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or (b) denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

8.20 **Section 3 Clause.** The Subrecipient shall include or cause to be included the following language (referred to as the "Section 3 clause") in all Section 3 covered contracts and subcontracts under this Agreement and shall comply with the Federal regulations at 24 CFR Part 75, which implement Section 3. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

8.21 **Domestic Preferencing**. Except to the extent that the City issues a written waiver thereof, the Subrecipient shall comply, and shall ensure that all of its Subcontractors comply, with all applicable domestic preference requirements, including but not limited to:

1. **Buy America.** The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and HUD regulation, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j).
2. **Build America, Buy America Act**. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Housing and Urban Development and the City.

24 CFR 75 – Section 3 Clause

A. The work to be performed under this Contract is subject to the requirements of Section 3 the Housing and

Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 regulations.

C. The Subrecipient and subcontractors agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Subrecipient and subcontractors agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has received notice or has knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The Subrecipient and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. The Subrecipient and subcontractor agrees to comply with the recordkeeping and reporting requirements found at 24 CFR § 75.15 and 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist the City in demonstrating compliance, including documentation that shows hours worked by Section 3 and Section 3 Targeted workers. The Subrecipient and subcontractor may also be required to meet additional requirements as outlined in the Housing and Revitalization Department Section 3 Programs Policy and 24 CFR Part 75.

9. FAIR EMPLOYMENT PRACTICES

9.1 Nondiscrimination**:** The Detroit City Code hereby finds and declares that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threatens the civil rights and privileges of the

people of the city. The Civil Rights, Inclusion and Opportunity Department ("CRIO") is authorize to investigate claims of discrimination, to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial spaces, places of public accommodation, public service, resorts or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; to take such action as necessary to secure the equal protection of civil rights and the responsibilities to enforce all federal regulations. (2019 Detroit City Code 23-2-1 *et. seq.*).

9.2 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 of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title; and Title VII of the Civil Rights Act of 1964 (42 USC Sec. 2000(e) et sec, in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal 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 Subrecipient agrees that it will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to 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 assignment or position. The Subrecipient hereby 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 contractor and/or subcontractor connected directly or indirectly with the performance of this Agreement.

9.3 The Subrecipient agrees that it will notify, or cause to be notified, any contractor and/or Subcontractor of the obligations relative to nondiscrimination under this Agreement when soliciting same, and will cause any such contractor to so notify any such subcontractor, and will include or cause to be included the provisions of this Article in any contract or subcontract, as well as provide the Court a copy of any contract upon request.

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

10. CONFLICT OF INTEREST

10.1 The Subrecipient warrants that its participation in this contract will conform to the requirements of all applicable rules and regulations under the Detroit City Code, Section 2-5-34 "Disclosure by Contractors", the Uniform Administrative Requirements 2 C.F.R 200.318, and 24 C.F.R 570.611 and all applicable federal, state and local rules and regulations,. The Subrecipient further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

10.2 In the event the Subrecipient has any conflict of interest as defined herein, the Subrecipient shall disclose such conflict of interest fully in the submission of the proposal and immediately upon discovery during the life of this Agreement.

10.3 The Subrecipient agrees that if he or she discovers any conflict of interest or potential conflict of interest with respect to this Agreement , he or she shall make an immediate and full disclosure in writing to the Director of Housings and Revitalization Department or the HRD Program Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD or terminate the contract if it is in best interest of the City.

10.4 In the event the Subrecipient was aware of any conflict of interest or potential conflict of interest before the award of this contract and intentionally did not disclose the conflict, to the Housing and Revitalization Department may terminate the contract for default, and/or be subject to debarment or other applicable penalties.

10.5 No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Housing and Revitalization Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

10.6 No employee of the City of Detroit, or member of the governing body of the City of Detroit or any other local government, and no other elected official of such locality or localities (the "Public Servant") who exercises any functions or responsibilities with respect to the project or services provided under this Agreement, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. In the event, a conflict of interest or potential conflict of interest is discovered, the Public Servant shall make an immediate and full disclosure in writing to the Director of Housing and Revitalization Department and the Detroit Board of Ethics, which shall include a description of the conflict of interest and the actions taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may seek a waiver/exception from HUD, or terminate this Agreement if it is in the best interest of the City

10.7 The Detroit Board of Ethics reserves discretion to determine the proper treatment of any conflict of interest disclosed under Detroit City Code Section 2-5-1*et. seq*.

10.8 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Subrecipient further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

10.9 The Subrecipient also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Subrecipient hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

10.10 The provisions of this Article shall be included in all subcontracts and consulting agreements. In addition Subrecipient shall be in compliance with2 C.F.R 200.318 General Procurement Standards, and all federal regulations. The Subrecipient shall not have organizational conflicts of interests. The organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the contracting parties are unable to be impartial in conducting procurement. This conflict of interest exists if an employee, officer, or agent participates in the selection, award, or administration of this contract or such employee, officer, or agent, or any member of his or her immediate family has a financial or other interest in the tangible personal benefit considered in this contract.

11. INDEMNITY AND DAMAGES

11. 1 The Subrecipient agrees to hold harmless the City from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, judgments, settlements, and expenses including without limitation, reasonable fees and expenses for attorneys (at the prevailing market rate for such legal services, expert witnesses, and other consultants), which may be imposed upon, incurred by, or asserted against the City by reason of any of the following occurring during the term of this Agreement:

a. Any negligent or tortuous act, error or omission of the Subrecipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder. Any failure by the Subrecipient or any of its Associates to perform its obligations either expressed or implied under this

Agreement.

b. Any failure by the Subrecipient or any of its Associates to perform its obligations either expressed or implied under this Agreement.

The Subrecipient also agrees to hold harmless the City from any and all injury to the person, or damage to property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant to the Subrecipient's performance, or that of its Associates under this Agreement.

The Subrecipient undertakes and assumes all risks of dangerous conditions, if any, in and about any City premises and agrees to make an examination of all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services. The Subrecipient also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates for personal injuries or property damage while performing under this Agreement on premises which are not owned by the City.

11.2 The Subrecipient agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Subrecipient agrees to hold the City harmless for any loss of such property and materials used by any such person pursuant to the Subrecipient's performance under this Agreement or which is in their possession.

11.3 In the event any claim, action or proceeding, by any third party against the City, arising from performance of the Subrecipient, and/or its contractors, subcontractors and/or sub-subrecipients, hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City defending such claims, actions or proceedings, and the Subrecipient shall indemnify the City against any loss, cost, expense, liability or settlement arising out of such claim, action, or proceeding, whether or not such claim, action or proceeding, is successful.

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 Subrecipient under Workers Compensation Acts or other employee benefit acts. In addition, the Subrecipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

11.4 The Subrecipient agrees that this Article " Indemnity and Damages" shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the Subrecipient or its Associates, and the City, and agrees to save the City harmless there from as provided this Article.

11.5 The Subrecipient hereby waives any claim against the City and agrees not to hold the City liable for any personal injury or property damage incurred by an employee(s), contractor(s), subcontractor(s), agent(s) or consultant(s) while working on this Project which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the City acting within the scope of his or her employment and hereby agrees to hold the City harmless from any such claim by its employees, contractor(s), subcontractors, agents or consultants, (such employees, contractors, agents and/or consultants collectively herein called the "Associates").

11.6 The Subrecipient shall hold the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in this Article. The Subrecipient shall require as part of any contractual and/or sub-contractual agreement entered into under this Agreement that the contractors and/or subcontractors comply with all such laws and regulations. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

11.7 Notwithstanding anything to the contrary in this Agreement, Subrecipient's indemnification obligations set forth in this Agreement including, but not limited to, those described in this Article shall survive termination of this Agreement.

12. INSURANCE AND FIDELITY BONDING

12. 1 The Subrecipient shall maintain, during the term of this Agreement the following insurance:

a. **Worker's Compensation Insurance** (subject to the terms of subparagraphs (1) and (2), below) for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance (subject to the terms of subparagraphs (1) and (2), below) **with minimum limits of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS each accident, person and disease.** The Subrecipient agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all Subcontractors, if any.

(1) Workers Compensation and Employers Liability Insurance will only be required for those Subrecipients which employ or will employ one or more employees during the term of the Agreement (including any amendment or extension). If a Subrecipient has no employees and will not have any during the term of this Agreement, it shall so certify on a form prescribed by the Department of Labor and Economic Opportunity – Notice of Exclusion of Workers Compensation, and Housing and Revitalization Department – Waiver of Employers Liability Insurance.

(2) Any Subrecipient which has provided such a certification and which later (but still during the term of this Subrecipient's Agreement) intends to employ one or more persons, must provide the Department notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Housing and Revitalization Department, the Subrecipient shall provide the Department with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.

b. **Commercial General Liability Insurance** which conforms to the following minimum requirements:

(1) Names the **"City of Detroit",** as its respective interest may appear **as an additional insured;**

(2) The **policy limits shall be ONE MILLION ($1,000,000.00) DOLLARS each occurrence; TWO MILLION ($2,000,000.00) DOLLARS minimum aggregate.**

(3) The policy shall bear the following cross – liability endorsement:

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

(4) The Subrecipient shall attempt to obtain for the policy a breach of warranty clause which will prevent nullification of coverage in case the Subrecipient should breach a condition of the policy;

(5) The policy shall include products liability;

(6) The policy shall include completed operations liability;

(7) The policy shall include blanket contractual liability for all written agreements;

(8) The commercial general liability insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(9) The policy shall include coverage for independent contractor's liability.

c. **Automobile Liability Insurance** covering all owned (subject to the terms of subparagraphs (1) and (2), below), hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability combined single limit of **ONE MILLION ($1,000,000.00) DOLLARS** per occurrence.

(1) Automobile Liability Insurance covering owned automobiles will only be required for those Subrecipients which own or will own one or more automobiles during the term of the Agreement (including any amendment or extension). If a Subrecipient does not own an automobile and will not have any during the term of this Agreement, it shall so certify on a form prescribed by the Housing and Revitalization Department, which shall be attached to this agreement as an **Exhibit**.

(2) Any Subrecipient which has provided such a certification and which later (but still during the term of the this Subrecipient Agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the Judgment of the Housing and Revitalization Department, the Subrecipient shall provide the Department with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.

d. **Professional Liability Insurance** (errors and omissions) with minimum limits of ONE MILLION ($1,000,000) DOLLARS per occurrence and TWO MILLION ($2,000,000) in the aggregate **for all Services rendered by architects, engineers, environmental consultants or other professional consultants**, and shall name the City as additional insured,.

e. **Directors and officers liability insurance** with minimum limits of ONE MILLION ($1,000,000) DOLLARS per claim and in the minimum aggregate sum of TWO MILLION ($2,000,000) DOLLARS, and shall name the City as additional insured, f**or any misfeasance, malfeasance, or acts or omissions either by the board of directors or by the officers**, **if applicable to the Services under this Agreement**.

f. **Fidelity bonds** for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers and board members who have any other access to funds/or checks. In the event that such bonds are cancelled, the Subrecipient shall notify the City immediately pursuant to the requirements of the "Notices" article contained herein.

g. **Performance and Payment Bonds** - Subrecipient shall ensure that all sub-contractors maintain a performance bond and payment bond for one hundred (100%) percent of the subcontract price. Subrecipient shall provide the City evidence of such coverage prior to the performance of the rehabilitation project.

12.2 The Subrecipient shall be responsible for payment of all deductibles contained in any insurance required hereunder. The Subrecipient is advised to maintain adequate insurance to cover losses of equipment or damage to property caused by theft, fire, vandalism or other events that may occur at the Subrecipient's business office. The City shall not be liable to pay for any loss, or to repair or to replace any such property or equipment which may suffer from such damage or loss.

12.3 If during the term of this Agreement, changed conditions or other pertinent factors should in the

reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the Subrecipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Subrecipient's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City.

12.4 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes the Agreement or at such later time, prior to the commencement of any services under this Agreement, as may be appropriate within the judgment of the Housing and Revitalization Department. All required Certificates of Insurance shall be submitted to the designated Project Manager by the Subrecipient as a condition of the Notice to Proceed for Phase I Services. Failure to comply with this condition shall be grounds for default. Any Agreement by the Department to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the Department and signed by the Project Manager which shall be attached to this Agreement as an **Exhibit**.

All policies shall name the Subrecipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least ten (10) days prior notice to the City. The Comprehensive Liability Insurance Certificate and policy shall name the additional insured required by Section 12.01 b. (1) hereof. Certificates of Insurance evidencing all required coverage shall be submitted to the City of Detroit, Office of Contracting and Procurement, 1008 Coleman A. Young Municipal Center, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors or sub-Subrecipients, including subcontracts and sub-Subrecipient agreements at lower tiers, to require the contractors, subcontractors, and sub-subgrantees, if any, to maintain all of the insurance required by this Article, and as specified in **Exhibit A** for the activity or services to be performed by such lower tier entity and to require all the liability insurance and the bonding to name as additional insured the City of Detroit as defined in Section 12.01 hereof, and the Subrecipient. The Subrecipient shall produce such insurance upon request.

12.5 Future Increase in Coverage. The Subrecipient shall, upon the request of the City, provide additional insurance and/or increase the coverage amounts described in the preceding sections to be consistent with general insurance requirements of the City and HUD, as established from time to time by the OCFO-Office of the Controller, Compliance and Risk Management, or HUD or successor agency fulfilling substantially the same function, provided that such insurance is commercially available. Any such increase in coverage shall be required upon expiration of the insurance policy then in effect, or one year from the date the City notifies the Subrecipient of the requirement of additional or increased coverage, whichever occurs earlier.

12.6 The provisions of this Agreement requiring the Subrecipient to carry said insurance shall not be construed in any manner as waiving or restricting the liability or the indemnification obligation of the Subrecipient under this Agreement.

13. TERMINATION

13.1 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements, or stipulations of this Agreement.

The Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient's breach or any reasonable costs the City might incur enforcing or attempting to enforce this Agreement, including reasonable attorney's fees. The City may withhold any payment(s) to the Subrecipient for the purpose of set off until such time as the exact amount of damages due to the City from the Subrecipient is determined. It is expressly understood that the Subrecipient will remain liable for any damages the City sustains in excess of any set off. If the Agreement is so terminated, the City may take over the performance

of the Services and prosecute the same to completion by contract or otherwise, and the Subrecipient shall be liable to the City for any costs occasioned to the City, thereby.

13.2 The City may terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this Article, by giving written notice to the Subrecipient of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination. The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services provided, less the amount of any previous payments made, which final payment the Subrecipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section is subject to the maximum sum payable provision of the Compensation Article herein.

13.3 After receipt of a Notice of Termination and except as otherwise directed by the City, the Subrecipient shall:

a. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination, and immediately notify the City of any special circumstances precluding stoppage of the work;

b. Obligate no additional Agreement funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontractors 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 all orders and subcontracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;

d. As of the date the termination is effective, preserve all Agreement Records (as hereinafter defined) and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Program (if any) and all pertinent keys to files, buildings property to carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

e. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement and a listing of all creditors, contractors, lessors, and/or other parties with which the Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

13.4 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the City, become its sole and exclusive property, whether or not in the Subrecipient's possession, free from any claim or retention of rights thereto on the part of the Subrecipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Subrecipient's properties to it.

The Subrecipient acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law and the Subrecipient accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction, and compel delivery of the Work Product which the Subrecipient hereby consents to as well as all applicable damages

and costs. The City shall have full and unrestricted use of the work product for the purpose of completing the project.

13.5 Each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13.6 In accordance with the Federal regulations at 2 CFR Part 200, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, and the City may terminate this Agreement for convenience in accordance with the Federal regulations at 2 CFR Part 200. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 13.01, 13.02, 13.03, 13.04, and 13.05 hereof, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern and as may be amended.

14. PROCEDURES FOR FILING AN APPEAL

14.1 In the event, the Subrecipient disagrees with the decision of the City concerning the following:

1. Bias, discrimination or conflict of interest on the part of the City;
2. City's claim of Subrecipient's failure to comply with the procurement process;
3. City's claim of Subrecipient's errors in computing reimbursement payment requests;
4. City's denial of payments due to Ineligible expenses; City's denial of contract amendment request;
5. City's denial of contract modification request; and/or,
6. City's claim of Subrecipient's failure to comply any other City/HUD regulations or procedures described in the agreement.

The Subrecipient may file a written appeal of that determination with the City. All appeals must state the grounds for the appeal with specific facts and complete statements of the action(s) being appealed. Appeals must include a description of the relief or corrective action sought. Appeals will be rejected, as without merit, if they address non-procedural issues such as:

1. A project manager's professional judgment on the administration of the contract, and
2. The City's assessment of its own and/or other agencies needs requirements.

14.2 All appeals must be submitted in writing, addressed and mailed or hand delivered to the Housing and Revitalization Director:

Director
Housing and Revitalization Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, MI 48226

14.3 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency. Appeals regarding the Subrecipient's agreement can be made any time after the contract has been fully executed and approved by the Detroit City Council.

14.4 Appeals that do not follow this procedure will not be considered. This appeal procedure will be the only administrative remedy available to organizations having approved Subrecipient Agreements with the City of Detroit.

15. ASSIGNMENT OR SUBCONTRACTING

15.1 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereof. Any consent given by the City in any one instance

shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the City to any further assignments. All assignments, contracts, and subcontracts shall follow the procurement process as required under 2 C.F.R. 200.317-200.326 and the City of Detroit Procurement process.

15.2 None of the Services covered by this Agreement shall be subcontracted without prior approval by the City. Such approval shall not constitute a basis for privity between the City and the subcontractor of the Subrecipient, and the Subrecipient agrees to indemnify and hold the City harmless from such claims initiated pursuant to any contract it enters into in performance of this Agreement.

15.3 This Agreement shall inure in all particulars to the City, its agents, successors, and assigns.

15.4 In the event that the Subrecipient, under this Agreement enters into contract(s) with subcontractor(s), the Subrecipient shall obtain or include under its General Liability policy independent contractor liability insurance coverage in addition to all other types of coverage required hereunder.

15.5 The parties hereto acknowledge that HUD requires all CDBG recipients and Subrecipient to keep records and report on the use of CDBG funds. Therefore, the Subrecipient shall ensure that all contracts and subcontracts enter into for Services under this Agreement include that each subcontractor or sub-subrecipient maintain and submit records and reports in sufficient detail on all use of CDBG funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the Subcontractor by the Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as reporting requirements required hereunder or to be required of Subcontractors the reasonable determination of the City shall govern.

15.5 Costs to be paid under this Agreement which is the result of costs incurred under:

a. cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or

b. cost type subcontractors with for-profit organizations, or cost type portions of subcontracts with for-profit organizations; shall be allowable only if such costs are consistent with the Federal cost principles set forth at 48 CFR Part 31 and 2 CFR Part 200.

15.6 The Subrecipient shall include all contracts under this Agreement, and cause to be included in all subcontracts under this Agreement, all clauses described in 24 C.F.R 570 and 2 C.F.R Part 200 including without limitation those set forth in Appendix A (I-XII) of Part 200, as applicable.

16. CONFIDENTIALITY

16.1 In order that the Subrecipient effectively fulfill its covenants and obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the employees pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Subrecipient shall instruct its personnel and consultants to regard all information gained by each such person, as a result of the Services to be performed hereunder, as information which is proprietary to the City and not to be disclosed to any organization or individual without prior consent of the Director of the Housing and Revitalization Department.

16.2 The Subrecipient agrees to take appropriate action with respect to its personnel to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be

fully satisfied.

16.3 All of the reports, information, data, etc., prepared or assembled by the Subrecipient under this Agreement are confidential and the Subrecipient agrees that they shall not be made available to any individual or organization without prior written consent of the Director of Housing and Revitalization except as required by Federal law and except as required by any other requirements or provisions of this Agreement. The reports and documents referenced in this Agreement or as a product of the services rendered may be subject to disclosure under the Federal Freedom of Information Act and the Michigan Freedom of Information Act.

16.4 The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purpose directly connected with the administration of the program implemented by this Agreement.

17. AMENDMENTS

17.1 The City may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Subrecipient, shall be incorporated in written amendment(s) (hereinafter called "Amendment(s)") to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended.

17.2 No Amendment to this Agreement 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, is approved by the appropriate City departments and City Council.

18. OFFICE OF THE INSPECTOR GENERAL AND THE BOARD OF ETHICS

A. OFFICE OF THE INSPECTOR GENERAL

18.1 In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant or Subrecipient who is a party to this Agreement has an interest in the Agreement and fails to disclose such interest.

18.2 This Agreement shall also be voidable or rescindable if a lobbyist or employee of the Subrecipient offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Agreement.

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

18.4 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor, subcontractor subrecipient providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

18.5 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subrecipient, 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, and Subrecipient acknowledge its duty and affirms its agreement to cooperate in any such investigation.

18.6 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.

18.7 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.

B. BOARD OF ETHICS

In accordance with Section 2-106.10 of the City Charter, it shall be the duty of every Public Servant, contractor and subcontractor and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this article.

18.8 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

18.9 In accordance with Section 2-5-106 of the City Code, it shall be the duty of every Public Servant, contractor, subcontractor, vendor, subrecipient and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this Article.

18.10 Any public servant who willfully and without justification or excuse, obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, or any other applicable penalty.

18.11 Any contractor, subcontractor, vendor, subrecipient or licensee who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to debarment or any other applicable penalty.

18.12 Subject to state law, for one (1) year after employment with the City, a public servant shall not lobby or appear before the City Council or any City department, agency, board, commission or body, or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while working for the City.

18.13 Subject to state law, for a period of one (1) year after employment with the City, a public servant shall not accept employment with any person or company that did business with the City during the former public servant's tenure if that public servant was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

19. NOTICES

19.1 All notices, consents, approvals, requests and other communications (herein collectively called "Notice(s)") required or permitted under this Agreement shall be given in writing, and, when given by the Subrecipient, signed by an authorized representative of the Subrecipient, and delivered, or mailed by first-class mail and addressed as follows:

If to the City:

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, Michigan 4822
Attention: Dinah Bolton

If to the Subrecipient:

Cass Community Social Services
11745 Rosa Parks Blvd.
Detroit, MI 48206
Attention: Kim Conwell-Leigh

19.2 All notices shall be deemed given on the day 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.

19.3 Notwithstanding the requirement above as to the use of first class mail, changes of address notices, termination notices, notices to proceed and all legal notices of a pending action (complaint, summons, etc.) or failure to comply notices, shall be sent by registered first class mail, postage prepaid, return receipt requested.

20. MISCELLANEOUS

20.1 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall constitute in full force and effect with respect to any other then existing or subsequent breach thereof.

20.2 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, in its favor, under this Agreement unless such waiver is specifically prohibited herein. No act by or on behalf of the party shall be, or shall be deemed 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.

20.3 This instrument, including **Exhibits A, B, C, D, E, F, G, I, J, N, O, P, Q** and **attachments 1 of Exhibit A** (Scope of Work**), attachments 1, 2, and 3 of Exhibit B, and attachment 1** (Sample Wage Decision) **of Exhibit D**, which are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Subrecipient implication or otherwise unless expressly set forth herein. The Subrecipient shall comply with all terms and conditions set forth in the **Exhibits** as attached hereto and shall utilize all sample forms included as attached hereto and shall utilize all sample forms included as **Exhibits**, as applicable.

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

20.5 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing imparting covenants and conditions were used in each separate term and provision. Notwithstanding any language to the contrary herein, no terms or conditions stated in any Purchase Order issued in connection with this Agreement which contains terms and conditions that conflict with the provisions of this Agreement, shall have no force and effect, and shall be considered void, and the Subrecipient and its agents, associates, contractors, and subcontractors acknowledges that Subrecipient may not rely upon any such conflicting terms and conditions

20.6 The headings of the 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 affect the same.

20.7 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights

and remedies provided by law or equity. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Subrecipient agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement.

The Subrecipient agrees that service of process at the address and in the manner specified in the Notices provision herein, will be sufficient to put the Subrecipient on notice and hereby waives any and all claims relative to such notice. The Subrecipient also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any Courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be held in either the Michigan Court of Appeals or the Michigan Supreme Court.

20.8 If any Affiliate (as hereinafter defined) of the Subrecipient 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 Subrecipient with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Subrecipient.

20.9 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's determination shall be controlling. Except, that in the event of an occurrence beyond the control of the parties hereto, the City may, at its sole option, terminate this Agreement as provided in the Article entitled “Termination”.

20.10 The Subrecipient warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the Subrecipient and the Subrecipient shall pay for full reasonable costs of the City defending such claims, but at the Subrecipient's expense, and shall indemnify the City against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

20.11 The Subrecipient covenants that it is not, and will not become, in arrears to the City upon any contract, debt or other obligation to the City, including real property, personal property and income taxes. The Subrecipient shall require that, as a condition of contracting and/or subcontracting, that any and all contractors and/or subcontractors shall also agree to be bound by the provisions of this Section.

20.12 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 thereof, the City shall submit to the Subrecipient a confirmed copy of this Agreement.

20.13 As used herein, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

20.14 For purposes of the hold harmless provision contained herein, the term "City" shall be deemed to include the City of Detroit, and all other associated, affiliated, allied, or subsidiary entities now existing or hereafter created, their agents and employees, but shall not include the Subrecipient or any of its Subcontractors or Associates.

20.15 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 this 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.

20.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or Subrecipient, or principal as defined in the Federal regulations of 2 C.F.R 2424.300, during any period of debarment, suspension, or placement in ineligibility

status or during any period during which said contractor or subcontractor or Subrecipient, or principal is proposed for debarment under 48 CFR Part 9 and 2 C.F.R Part 180, subpart 9.4, under the provisions of 2 C.F.R Part 2424. If during the term of this Agreement, the Subrecipient is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, or is proposed for debarment under 48 C.F.R Part 1, subpart 9.4, pursuant to the regulations at 2 C.F.R Part 2424, the Subrecipient shall immediately notify the City.

20.17 The Subrecipient shall submit to the City a certification regarding proposed debarment, debarment, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as **Exhibit P**, and in conformance to the instructions thereon.

20.18 The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered transaction defined at 2 C.F.R 2424.300.

20.19 The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 2 C.F.R 2424.300 as a principle to submit said certification to the Subrecipient.

20.20 The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

20.21 The payments under this Agreement are contingent upon receipt of grant funds by the City. The City of Detroit reserves the right to delay payment until receipt of adequate funds from the Government grantor agency, without penalty or interest.

20.22 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the City may contract with other consulting firms and that the Subrecipient is free to render the same or similar advisory services to other clients.

20.23 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and is amenable to service or process at the address stated in Section 19, "Notices".

20.24 The Subrecipient hereby designates **Project Coordinator** as its authorized representative(s) for purposes of this Agreement.

(Signatures appear on the next page)

In Witness WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

SUBRECIPIENT: Cass Community Social Services

By: Faith Fowler
(Printed Name of Corporate Officer)

Faith Fowler
(Signature of Corporate Officer)

Its: Executive Director
(Office Held)

CITY OF DETROIT, Housing and Revitalization Department

By: _____
Julie Schneider

Its: Director

Approved by City Council on

_____

Approved by the Law Department
PURSUANT TO SECTION 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

_____
Purchasing Director Date

_____
Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.

CITY OF Detroit

CERTIFICATE OF AUTHORITY

CORPORATION CERTIFICATE OF AUTHORITY

I, Kim Ascher, Corporate Secretary of
(name of corporate secretary)

Cass Community Social Services, Inc., a Michigan
(complete name of corporation) (state of incorporation)

nonprofit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on January 22, 2025, and that the same is now in full force and effect:
(date of meeting)

> "**RESOLVED,** that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal of otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that Teckla Rhoads is Chairman
Faith Fowler is President,
n/a is/are Vice President(s),
Paul Borja is Treasurer,
Kim Ascher is Secretary,
Faith Fowler is Executive Director, and
Malik Goodwin is Vice Chair.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 19 day of February, 2025.
CORPORATE SEAL
(if any)

Kimberly A. Ascher
Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

EXHIBIT A
SCOPE OF SERVICES
PUBLIC FACILITY REHABILITATION PROJECT SERVICES

The Subrecipient agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the rehabilitation of the building(s) to be used as a public facility(ies) located at:

11850 and 12025 Woodrow Wilson, Detroit, MI 48206

The Project Area during the terms of this agreement with respect to the phasing of work hereunder. The Subrecipient shall operate the public facility(ies) assisted hereunder so as to be open to the public. Public services to be provided in said facility consist of the following activities:

LIST OF PUBLIC SERVICES THAT ARE PROVIDED .

The CDBG National Objective of this Project is: **Low/Moderate Limited Clientele**.

I. Phase 1 Services

A. Agreement/Permission of Property Owner

If the Subrecipient is not the Property Owner, the Subrecipient shall enter into an agreement with the Property Owner or provide other evidence to the City, such as a lease agreement, specifying that the Property Owner consents to all work hereunder to be performed on the Owner's building, and that the Owner consents to the filing of the lien **(Exhibit F)** in favor of the City against the Owner's Property. The Property Owner for this project is **Cass Community Social Services.**

B. Specifications

1. The Subrecipient shall provide all necessary feasibility studies, drawings, specifications or other services needed to prepare the bid package offered to Construction Subcontractor(s) and to monitor the Construction Subcontractor(s) work performance. The Subrecipient may engage the services of a professional consultant, with prior approval of the City, and when necessary, to perform these functions. Selection of any professional consultant to be so engaged shall comply with the federal procurement standards found at 2 CFR Part 200 (see above Paragraph 12).

2. The purchase of equipment, motor vehicles, fixtures, furnishings, or other such item not an integral structural fixture is generally an ineligible cost, and these shall NOT be included in work specifications, unless specifically approved by the City.

3. The Subrecipient shall obtain written approval from both the Property Owner and the City for all specifications and working drawings. Such City approval shall be obtained from the Housing and Revitalization Department prior to offering any bid package to Construction Subcontractor(s). If the property to be rehabilitated has National Register historic designation, and/or is located within a locally designated historic district, the Subrecipient shall submit for approval a scope of services and work description to the Planning and Development Department (P&DD) Preservation Unit and to the Detroit Historic District Commission. If the property is listed on the National Register, it shall be rehabilitated in accord with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (revised 1983).

Wherever feasible, within cost limitations, the following work items, by trade breakdown, shall be included in the work specifications**; see attachment 1 of Exhibit A (Scope of Work).**

C. Bidding Procedures for Construction Work

1. All solicitations of bid proposals by the Subrecipient from Construction Subcontractors shall be done according to the procedures for competitive sealed bids as follows:

   In competitive sealed bids (formal advertising) sealed bids are publicly solicited and a firm-fixed price contract (lump-sum or unit price) is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is lowest in price.

   In order for formal advertising to be feasible, appropriate conditions must be present, including as a minimum, the following:

   a. A complete, adequate and realistic specification or purchase description is available;

   b. Two or more responsible suppliers are willing and able to compete;

   c. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

2. When formal advertising is used for a procurement under this Agreement, the following requirements shall apply:

   a. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to respond prior to the date set for the opening bids. In addition, the invitation shall be publicly advertised.

   b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or service needed in order for the bidders to properly respond to the written invitation.

   c. All bids shall be opened publicly at the time and place stated in invitation for bids.

   d. A firm-fixed price subcontract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest.

3. Any subcontract that requires construction or facility improvements costing more than **$100,000.00** must meet the minimum bonding and insurance requirements as follows:

   a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Subcontractor for 100 percent of the subcontract price. A "performance bond" is one executed in connection with a subcontract to secure fulfillment of all the Subcontractor's obligations under such subcontract.

c. A payment bond on the part of the Subcontractor for 100 percent of the subcontract price. A "payment bond" is one executed in connection with a subcontract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the subcontract.

The Subrecipient agrees to include these requirements in any bid package it assembles for work in excess of **$100,000.00** and require bidders to submit proof of and adhere to the same. Insurance and bonding requirements for subcontracts of **$100,000.00** or less shall be in amounts deemed necessary to protect the Owner's and the City's interest. All subcontracts shall at a minimum include all of the insurance required in Article 12 of this Agreement, and in addition, as may be applicable:

a. The General Liability Insurance shall include coverage for:

1. Products liability;
2. Complete operations liability;
3. Blanket contractual liability for all written agreements;
4. The Commercial General Liability Insurance shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

b. All Professional Services subcontracts for the service of architects, engineers or other professional consultants shall include Professional Liability with minimum limits of **ONE MILLION ($1,000,000) DOLLARS per claim and TWO MILLION ($2,000,000) DOLLARS aggregate.**

c. Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers and board members who have any other access to funds and/or checks.

4. All bids received shall be submitted to the City along with the Subrecipient's written recommendation for work award. The award recommendation shall always be for the lowest responsible bidder. A bidder may not be deemed responsible if the bid amount varies substantially from the estimated cost of the proposed work, if bonding or insurance requirements cannot be met, if minimum experience on such projects cannot be verified, nor if the bidder is listed as debarred by HUD and the City of Detroit.

5. The Subrecipient shall submit to the City the proposed construction subcontract(s) along with the award recommendation(s) for the City's review and approval. The City shall notify the Subrecipient within ten working days of receipt thereof of the results of the City's review. The City shall not unreasonably withhold its approval of the Subrecipient's proposed subcontract(s) and recommendation(s), unless these are found in violation of any pertinent law, rule or regulation, or sound management practices and/or it is in the best interests of the project for the City to do so.

6. Prior to, or upon City approval of the Subrecipient's award recommendation(s) and proposed subcontract(s), the Subrecipient shall arrange with the City a pre-construction conference as required by labor standards policy. Only after said pre-construction conference is held and all labor standards issues are satisfactorily complied with, shall the City issue the Notice to Proceed Construction Work as specified in Article 3 of this Agreement. The Subrecipient shall not execute any proposed construction subcontract until the Commencement Notice has been issued by the City to the Subrecipient.

II. Phase 2 Services

A. Construction and Construction Monitoring Procedures

1. The Subrecipient shall execute the construction subcontract(s) only as approved by the City. Each subcontract shall conform to all of the terms and conditions hereof, as applicable. The Subrecipient shall see that all necessary permits are obtained from the Buildings, Safety Engineering and Environmental Department ("BSEED") before construction work begins.

2. The Subrecipient shall monitor all construction work in progress and assure that all interior and exterior work items are completed in a satisfactory and workman like manner complying with the terms hereof, the terms of the executed construction subcontract, local building code requirements, proper construction practice and manufacturer's recommendations for product use and installation. The Subrecipient shall see that all construction and demolition debris related to the work performed hereunder is removed as it is generated, and shall clean all glass and remove all labels, spots, stains, and marks from all materials, fixtures, windows or equipment furnished or installed. These cleanup requirements shall apply to any other walls, floors, fixtures or areas which may suffer in any way from the performance of the Subrecipient's or Construction Subcontractor(s)' work.

3. The Subrecipient shall take all necessary and prudent actions to correct all defects and/or deficiencies discovered during the performance of the services, shall notify the City as soon as such deficiencies are discovered, inform the City of the action to be taken to correct them and/or request any City assistance necessary.

4. All work shall be guaranteed by the Construction Subcontractor(s) for a one year minimum after completion.

5. If during the course of construction work, it becomes necessary to modify or otherwise change any work to be performed on the building, the Subrecipient shall secure the prior written approval of the Property Owner and the City for any such change. Such change shall not cause the project to exceed the maximum allowable cost provided for hereunder. All such approved changes shall be incorporated as amendments to the construction subcontracts.

B. Progress Payment Requests - Construction Subcontractors

The Subrecipient is responsible for assembling and reviewing all Construction Subcontractor payment requests and for submitting all requests in a properly documented form, as required in Exhibit B of this Agreement, to the City in a timely manner. Neither the Subrecipient, nor any of its Construction Subcontractors, shall request payment from the Property Owner, for any of the services performed hereunder, unless the Subrecipient is the Property Owner.

C. Labor Standards

All construction work performed on this building rehabilitation project is subject to federal and local labor standards. These labor standards are attached hereto as **Exhibits D, D1, G, and N.** The Subrecipient shall require all Construction Subcontractors to comply with these standards and shall monitor their compliance therewith. The Subrecipient shall inform the City when it has any knowledge of noncompliance with these standards.

D. Performance Schedule

The Subrecipient shall perform all Services hereunder in accord as nearly as possible with the Schedule contained in City approved construction documents, but within the term of this Agreement. If the Subrecipient determines that certain work tasks cannot feasibly be performed during the time originally scheduled, the Subrecipient may, with the City's concurrence, revise the Performance Schedule. In no case, however, may any revision of the Performance Schedule extend beyond the expiration date of this Agreement, unless the Agreement is so amended. Variations from the schedule which delay the project progress must be fully explained to the City and remedies approved by the City must be implemented immediately.

E. Report Requirements

The Subrecipient shall submit to the City every month a report of the Services rendered hereunder in such format and content as the City may require. Reports shall directly relate to the time schedule and projected units of work completed for that period. The report shall clearly state the Subrecipient's progress with respect to work tasks begun, work tasks in progress, and work tasks completed during the period. The Subrecipient shall fully explain in the report any problems causing the Subrecipient to fall behind the schedule by more than two weeks, recommend any actions it will take to correct the delay and/or request any assistance needed from the City. The Subrecipient shall also report any favorable conditions which may contribute to the Subrecipient being ahead of schedule. Upon completion of the Services hereunder, termination, or expiration of this Agreement, the Subrecipient shall submit a **final report** to the City describing all accomplishments, major problems encountered and its evaluation and recommendations regarding program operations.

F. Capital Assets

Capital assets valued at **FIFTY ($50.00) DOLLARS** or more, and items not consumed as part of construction, but purchased with the funds derived from this Agreement, will be marked with an appropriate tag or label and inventories will be periodically taken and reported to the City.

All property purchased with Agreement funds, except for property which is either consumed in the construction or becomes part of the constructed building, shall revert to the City at the expiration or termination of this Agreement.

The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Article 13 of this Agreement.

ATTACHMENT 1 of EXHIBIT A

SCOPE OF WORK

Improvements to 11850 and 12025 Woodrow Wilson, Detroit, MI 48206 include but not limited to the following:

Phase One Predevelopment Services
Phase 1 Services shall include the Subrecipient's engagement of architects, contractors, subcontractors, and professional consultants, to determine and procure the specifications, construction plans, drawings, environmental work, and budgeted costs for the improvements to the facility.

Phase Two Construction Services
Project construction as identified, reviewed, and approved during phase 1.

Proposed Project Scope:
The project will add an additional 70 emergency drop-in beds in the facility at 11850 Woodrow Wilson. This will include installation of bathrooms, HVAC units, and flooring upgrades. The project at 12025 Woodrow Wilson will be for the renovation of office space, common space, the creation of a small group room, and HVAC upgrades to accommodate the expansion and provide for the increase in case management and additional services.

EXHIBIT B

BUDGET/PAYMENT PROCEDURES AND REQUIREMENTS

I. Budget

A. Construction Costs	$500,000
B. Advertising	
C. Professional Consultants	
D. Insurance	
E. Other	
Total Not to Exceed	**$500,000**

The Subrecipient shall not change any of the above line items without prior written City approval.

* The Subrecipient's subcontract(s) with professional consultant(s) shall be submitted to the City for approval. Payment for such costs is contingent upon such submission and City approval.

II. Payment Procedures and Requirements

The following procedures shall be followed by the Subrecipient to facilitate the request for payment for budgeted items in performance of the Agreement.

1. The Subrecipient shall submit, in a timely manner, a complete copy of an invoice that contains the following items of information:

a. A letter of transmittal formally stating the total requested amount and signed by an authorized representative of the Subrecipient. The format for the letter of transmittal shall be as outlined in this **Exhibit B**, Attachment 3.

b. Requests for payments for the Project Coordinator or Consultants hereunder (if any) shall be evidenced by the following information:

Invoices and Receipts

Invoices from the Project Coordinator and/or Consultants shall detail the amount(s) requested by work item performed, and hours worked per item, and shall be certified as to completion by the documentation. All such invoices and reimbursable expenses shall be signed by the Subrecipient's authorized representative.

Reimbursable expenses, if any, of the Project Coordinator or Consultant shall be backed up by paid receipts, bills, invoices or other appropriate documentation. All such invoices and reimbursable expenses shall be signed by the Project Coordinator and/or Consultant and shall state that the payment is requested for work performed under this Agreement. Such costs shall be allowable only to the extent provided in the contracts between such Project Coordinator and/or Consultants and the Subrecipient as approved by the City.

c. Progress payment requests for Construction work hereunder shall contain the following items of information:

1. An itemized description of the work completed in accord with the approved specifications, change orders and costs.

2. Invoices from all subcontractors who provided materials and/or services.

3. Receipts for permit and inspection fees (if any).

4. Waivers of lien from Construction Subcontractor(s), tradesmen, or suppliers, as applicable. In the case of partially completed work, a Partial Conditional Waiver of Lien shall be submitted, as applicable.

5. Sworn statements from the Construction Subcontractor(s) or the General Contractor, as applicable.

6. An Inspection Report from the City indicating satisfactory completion and acceptance of work items for which payment is requested on the form attached hereto as Attachment 1 of **Exhibit B**.

7. The Subrecipient shall see that, for each week in which any construction contract work is performed, a certified copy of the payroll for all mechanics and laborers employed on this project is submitted to the City by the Construction Contractor(s). Failure to submit a payroll each week shall be sufficient cause for rejection by the City of the Construction Contractor's invoice for payment.

2. Upon completion of this public facility rehabilitation project, the Contractor shall submit to the City Certificates of Acceptance from the Department of Buildings and Safety Engineering, as applicable, and a written statement of satisfaction from the private Owner(s) of the property so improved, as applicable, in the form attached hereto as Attachment 2 of **Exhibit B**. In addition to the above documentation, in order to receive final payment, the City may withhold from such final payment request for construction work, any amount it deems necessary, but not more than ten percent (10%), to ensure complete satisfaction with all work performed. Such hold back shall be paid by the City upon final approval of all work to the satisfaction of the Housing and Revitalization coordinator.

3. Any payment request that does not comply with these procedures will be returned to the Subrecipient with a letter stating the reason for the return. Payment processing by the City will not begin until an acceptable invoice with sufficient supportive documentation is received by the City.

4. If performance under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, (**Exhibit E**, Page l of 2), then in accord with Article 6 and 7 hereof, the City may, within its reasonable discretion, suspend payment to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.

5. The Subrecipient shall include in its progress payment request to the City, a certification that, the Subrecipient, shall disburse the progress payment funds received by the Subrecipient from the City within three working days of receipt of said funds from the City. In the event that the Subrecipient determines that it is inappropriate to so disburse said funds, in whole or in part, the Subrecipient shall immediately return to the City the amount of said funds not disbursed.

6. The City reserves the right to amend any of the above items or add to them if experience dictates such a change or addition is necessary without compliance with Article 17 of this Agreement.

ATTACHMENT 1 of EXHIBIT B

INSPECTION REPORT

The following CONSTRUCTION work relative to the property at:

was performed in accord with the terms of the Scope of Services of the Construction Contract under Agreement #_____as follows:

Construction work on the above property was in the total amount of $_____and has been completed in accord with the approved specifications and all items are satisfactorily completed in accord with generally accepted construction methods and requirements of the applicable local code for the project area.

Signature:_____

(Nonprofit Subrecipient and/or Architect)

ATTACHMENT 2 of EXHIBIT B

PROPERTY OWNERS WORK COMPLETION STATEMENT AND PAYMENT AUTHORIZATION

For completion of all work under Agreement #_____, as listed below:

This work contracted for by_____ and _____
(Construction Company) (Owner's Name)

for work under the auspices of the City of Detroit Neighborhood Opportunity Fund Program, at the property located at:_____has been completed.

(I am) (We are) satisfied with the quality of the work and approve payment to the aforementioned construction contractor.

(I) (We) understand that the work contract is a legal agreement for repairs or renovation only, between the Owner and the Construction Contractor; the City of Detroit is Grantor of the funds for approved construction work. Therefore, guarantees for all material and workmanship provided in the repair or renovation of the aforesaid property are entirely the responsibility of the Construction Contractor.

Signed: _____
Owner/Owner's Authorized Representative

Title: _____

Date: _____

ATTACHMENT 3 of EXHIBIT B

PAYMENT REQUEST

(To be submitted on organization's letterhead)

Date

Project Manager's Name
Housing and Revitalization Department
2 Woodward - Suite 908
Detroit, Michigan 48226

RE: Name of Organization
Address of Organization
Contact Number
Contract Number

Dear (Project Manager's Name):

In review of the work performed by (subcontractor named below) and the attached invoice, I request that ($_____) be released to_____, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall)

Name of Subcontractor/Architect: _____

Address of Subcontractor: _____

Service(s) Provided: _____

Service Date: To From _____

Amount $ Requested: _____

Sincerely,

EXHIBIT C

ACCOUNTING AND BOOKKEEPING PROCEDURES AND REQUIREMENTS

I. Accounting Journals and Ledgers

There must be separate accounting for all Agreement funds by assigning a special number as designed in the "Charts of Accounts" to identify the amounts of all such funding sources. Agreement funds must not be co-mingled with other funds without assigning a special number to each funding source.

Non-eligible costs must be segregated from Agreement costs. "Non-eligible costs" are those costs which are not properly documented or not in accordance with the terms of this Agreement, are unallowable under Federal Cost Principles 2 CFR 230 Subpart E and 2 CFR 200, or are non-eligible under Community Development Block Grant Regulations, 24 CFR Part 570 *et seq.*. The Subrecipient must distinguish between the causes for the non-eligible status.

Expenses paid or payable from sources other than this agreement must be excluded from the Agreement General Ledger account and must not be included in the monthly requests for reimbursement.

1. There shall be a separate accounting for all Agreement funds. Agreement funds shall not be co-mingled with other funds. Non-eligible costs shall be segregated from Agreement costs. “Non-eligible costs” are those costs which are not properly documented or incurred in accord with the terms of this Agreement, are unallowable under Federal Cost Principles 2 CFR 230 Subpart, 2 CFR 200 or are non-eligible under Community Development Block Grant Regulations, 24 CFR Part 570 *et seq.*. A special number(s) shall be designated in the “Chart of Accounts” to identify the amounts of all such costs. The Subrecipient may distinguish between the causes for the non-eligible status. Expenses paid or payable from sources other than this Agreement shall be excluded from the Agreement general ledger account and shall not be included in the monthly request for reimbursement payment.

2. A double entry accounting system shall be maintained for Agreement funds in accordance with generally accepted accounting procedures.

3. A General Ledger shall be established and maintained for all accounts affected by this Agreement. The General Ledger shall be posted up-to-date at least once a month.

4. A Cash Receipts Journal shall be established and maintained for all accounts affected by this Agreement.

5. Book cash balances shall be reconciled to bank balances in accordance with Standard Accounting Procedures.

6. A Cash Disbursements Journal shall be established and maintained for all accounts affected by this Agreement.

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a. Disbursements shall be made by pre-numbered checks signed by two (2) authorized representatives of the Subrecipient utilizing a mechanical check protector. Individual items purchased with petty cash shall be supported by properly executed imprest cash vouchers and vendor's invoices.

b. The Subrecipient will distribute its expenses in its records in accordance with approved budget classifications.

c. Disbursement shall be supported by copies of vendor invoices for all items other than payroll. Payroll shall be supported by a list of names, titles, time rate, amount, deductions, and times sheets. No individual shall approve or sign his or her own time sheets or checks.

d. The Subrecipient shall make a clerical check of all Invoices and Records to ensure their accuracy. Evidence of such clerical checks shall be noted on the Invoice.

e. Documentation in support of any rent charges shall be determined by the City, but shall include a copy of the lease and monthly receipts.

f. All cash register receipts submitted as documentation must be validated. That is, the purpose and description of the purchase shall be notated, and it shall be signed both by the person who made the purchase and the authorizing representative of the Subrecipient.

g. Mileage reimbursement reports shall be reviewed and approved by an authorized representative of the Subrecipient.

7. A General Journal shall be established and maintained for all accounts affected by this Agreement.

8. A payroll register shall be maintained to adequately accumulate the required payroll information. Payroll withholding information shall be maintained in such a manner as to allow accurate payment of the deductions to the taxing authorities. Required payroll tax returns shall be prepared and filed in sufficient time to avoid penalties, interest, and additional taxes.

a. Employee salary and wage payments made under this Agreement shall be supported by time and attendance forms, and be formally approved by an authorized representative of the Subrecipient.

b. Withholding taxes shall be based on proper authorizations and computed in the proper manner.

c. Reporting of payroll with supportive detail shall meet the requirements as stipulated in this Agreement.

II. Internal Controls

1. Employee responsibilities shall be formalized. Accounting responsibilities shall be segregated to the extent possible.

    a. Employees of the Subrecipient preparing payrolls and handling time reporting records shall not have access to the related paychecks.

    b. Employees who handle or record cash or prepare or sign checks shall not also reconcile bank statements to accounting records.

III. General

1. Essential personnel data shall be maintained for all employees (i.e., personnel folder, signed withholding authorization forms, etc.) and shall treat such records as confidential.

2. Items purchased with funds derived from this Agreement must be marked with an appropriate tag or label from the City, and inventories of such property must be taken no less than annually, and must be updated upon the last day of the term of this Agreement. An inventory list of all such property purchased under this Agreement must be submitted to the City. In the event that the Subrecipient and the City do not enter into an agreement whose term immediately succeeds the term of this Agreement, property purchased by the Subrecipient with Agreements funds during the term of this Agreement **must revert** to the City at the expiration of termination of this Agreement. Generally, the Subrecipient must implement the Federal property management standards found at 2 CFR Part 200 with respect to property acquired under this Agreement.

3. Proper budgetary controls shall be established and periodically reviewed**. The Subrecipient shall not change any line or sub-line item in the Budget (Exhibit B) without prior written approval by the City.**

4. The Subrecipient formal hiring policy shall prohibit nepotism and conflicts of interest. The Subrecipient must require its employee(s) working on this Agreement to disclose their outside employment or business ties (if any) before commencing Services under this Agreement. A such disclosure(s) must be reported to the City upon the commencement of this Agreement and immediately at any other time during the term of this Agreement as such outside employment or business ties become known.

5. If any Federal Funds are advanced under this Agreement, all contract funds shall be kept in an interest bearing account. All interest earned on such funds shall be reported in each reimbursement request. If total interest earned during the term of this Agreement should exceed $250.00, the excess shall be promptly remitted to the Federal Government in the manner in which the City shall prescribe. City funded advances shall also be deposited in interest bearing accounts and all interest earned thereof shall be treated as program income pursuant to the terms and conditions of this Agreement.

6. Agreement funds shall be used only for specific Agreement purposes.

7. Checks shall not be drawn against the Subrecipient's account in exchange for cash received.

8. Any mileage reimbursement shall be at a rate of up to *

9. In accordance with Article 6 of this Agreement, if any program income is earned by the Subrecipient, all program income must be reported to the city with each payment request, thus, reducing the payment amount of program income.

10. Unless otherwise instructed by the City, on the first day of the second month before the expiration of the term covered by this Agreement, the Subrecipient shall render a list of all persons or firms to whom money is obligated, at the beginning of the final quarter of the term covered, for either services or goods rendered or delivered.

***Mileage and rent reimbursement shall be allowable only as pursuant to line items Budget, Exhibit B, attached hereto.**

Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) or 2 CFR 200.330 *et seq.*, the Subrecipient is required to disclose the following:

1. **Name of Subrecipient __Casss Community Social Services, Inc._____**

2. **Subrecipient DUNS (must match name in DUNS) ___167525070_____**

3. **As provided to you by your Contractor, in your Subrecipient's organizations preceding completed fiscal year, did it receive 80% or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes or NO (circle one)**

4. **As provided to you by your Contractor, in your Subrecipient's organizations preceding completed fiscal year, did it receive $25,000 or more in gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes or NO (circle one)**

5. **As provided to you by your Contractor, does the public have access to information on the compensation of the executives in the Subrecipient's organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code Yes or No (circle one)**

OFFICE USE ONLY
Federal Award Identification _ B-**24**-MC-26.0006 _____
Total Award of Federal Award __$500,000_____
Total Amount off Federal Funds Obligated by this Action Subrecipient ____$500,000
CDFA Number and Name ___14.218 Community Development Block Grant_____
R&D Yes or No (circle one)
Subrecipient Term of Performance __9/1/25 to 8/31/27_____

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide ffringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not l i sted in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and ffringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, W Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or iits designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or i its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or i its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period t h a t additional ttime is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for ttransmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration t transactions", provides in part: 'Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit D

Federal Labor Standards with Prevailing Wage

Prevailing wage determination will be made in the construction phase of the project.

EXHIBIT E
REPORT REQUIREMENTS

(Submit after contract award and on monthly basis until contract completion. Attach separate sheet for explanation if schedule falls behind.)

Submitted by (initials) _____ Today's Date _____ Percent (%) Complete_____

Subrecipient_____Report No. _____

Contract No./Amount_____

Contract Approved (date) _____

Phase I Notice to Proceed (date) _____

Phase II Notice to Proceed (date) _____

Amendments (amounts/dates) _____

Project Address(s) _____

Construction Contractor/Award Date/Amount _____

_____

Change Orders/Date/Amount _____

CONSTRUCTION SCHEDULE

		Est. Time Completion (project Schedule)	Actual % Complete (to date)	% Complete (report prior)
A.	Construction Documents and Specifications	_____weeks _____date	_____% _____date	_____
B.	Bidding	_____ weeks date _____	_____% date _____	_____
C.	Construction Contract Awarded	_____ weeks date _____	_____% date _____	_____
D.	Construction	_____ weeks date _____	_____% date _____	_____
E.	Close Out	_____ weeks date _____	_____% date _____	_____
TOTALS		weeks _____	weeks _____	_____

CDBG Initiatives
Public Facility Rehabilitation/Public Improvements Beneficiary Data Form
Submit after contract award with payment requests and for the duration of the 5-year Lien.

SPO # _____

CPO # _____

Project Name: _____ Program Funding Year: _____

Project Manager Name: _____

IDIS#: _____ _____ _____ _____ (each IDIS # for this project requires a separate form)

Organization Name_____

DUNS# (*REQUIRED)*_____

National Objective: LMC___ LMA___ (if LMA indicate project Census tracts)

Census Tract: _____ Block Group No. _____

DUNS# (*REQUIRED)*_____

Total Number of Persons Served:_____

DIRECT BENEFIT Total Number Benefiting from Activity		
	RACE	**HISPANIC (ORIGIN)**
White		
Black/African American		
Asian		
Am. Indian/Alaskan Native		
Other Multi-Racial		

BENEFICIARY INCOME Total Number Benefiting from Activity:	
Extremely Low	
Low	
Low/Moderate	
Non-Low/Moderate	

Of Persons Assisted, Number of:

With New Access to this type of Public Facility or Infrastructure Improvement	
With Improved Access to this Type of Public Facility or Infrastructure Improvement	
With access to Public Facility or Infrastructure that is No Longer Substandard	
Total	

Accomplishment Narrative:

EXHIBIT E
REPORT REQUIREMENTS

The Subrecipient further understands and agrees that the above stated **Exhibit E** report requirements may be changed to conform to the requirements of an ordinance, rule, regulation or policy of the City of Detroit or HUD.

In addition to the report requirement of this **Exhibit E**, the Housing and Revitalization Contract Management System, 2 CFR Part 200, and Community Development Block Grant Regulations at 24 CFR Part 570 *et seq.* or any current modifications thereof, may require that further Subrecipient performance data may need to be reported upon. The Subrecipient agrees to provide the City with any data that the Contract Management System shall require. The City agrees that no unreasonable additional requirements shall be imposed upon the Subrecipient as to data to be reported. The City shall base any such additional reporting requirements on Federal regulations and the City's program monitoring needs.

EXHIBIT F
CITY OF DETROIT
HOUSING AND REVITALIZATION
LIEN

NOTICE IS HEREBY GIVEN, that in accordance with the **COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), Neighborhood Opportunity Fund, Public Facility Rehabilitation Agreement** (the "Agreement"), dated _____, the City of Detroit, Housing and Revitalization Department (the "City of Detroit"), asserts a lien on property owned by , a Michigan nonprofit corporation, herein called the "grant recipient," and the title holder of the property situated in the City of Detroit, County of Wayne, State of Michigan, described as:

Commonly known as: Ward and Item

Said lien is pursuant to the grant recipient's acceptance of CDBG grant funds up to the amount of_____ **and 00/100 DOLLARS,** ($_____) from the City of Detroit, said grant funds to be used for the repair or rehabilitation of the above described property and the improvements thereon. In recognition of the aforementioned grant and the benefits derived there from, it is agreed by the grant recipient:

1. There shall exist an obligation in favor of the City of Detroit up to the amount of _____ _____and **00/100 DOLLARS** ($_____) commencing upon (1) expiration date or (2) completion date, if earlier, of the Agreement. The obligation is to remain in force for a period of sixty (60) months. The grant recipient shall continue to operate the property so as to meet the requirements of 24 CFR 570.208, i.e. the National Objective of the Community Development Block Grant Program.

2. It is further agreed that the identified premises shall contain no sectarian or religious symbols or decorations; that the grant recipient, in connection with any public service programs(s) provided on the identified premises, shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; that the grant recipient shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence on the premises; and that the grant recipient shall not discriminate against any applicant, or limit services to, or give preference to, any applicant for the public services provided on the premises on the basis of religion; and

3. It is further agreed that if the grant recipient should sell or otherwise dispose of the property or should violate any of the foregoing covenants during the sixty (60) month term of the obligation, as provided under 24 CFR 570.503 (b) (7), the obligation shall be due and owing to the City of Detroit, on such terms and conditions as shall be prescribe in the Agreement.

4. It is further agreed that this lien shall be recorded with the Register of Deeds, County of Wayne, State of Michigan.

The covenants, restrictions, and conditions herein shall run with the land and shall be binding upon the respective heirs, assigns and successors, and shall continue in effect until the City of Detroit, releases said covenants, restrictions conditions.

[Signatures are on the following pages]

[SIGNATURE PAGE TO LIEN]

IN WITNESS WHEREOF, this Lien has been duly executed by Grant Recipient as of the day and year first above written.

Dated: _____

WITNESSES:

_____
Print:

_____
Print:

GRANT RECIPIENT

_____
By:
Its:_____

CITY OF DETROIT,
a Michigan public body corporate

_____
By:
Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____by _____ and _____ _____.

_____
Print
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

Drafted by and return to:
City of Detroit
Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226

[SIGNATURE PAGE TO LIEN]

IN WITNESS WHEREOF, this Lien has been duly executed by the City of Detroit as of the day and year first above written.

Dated: _____

WITNESSES:

_____
Print:

_____
Print:

CITY OF DETROIT,
a Michigan public body corporate

_____
By:
Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ by _____ and _____ _____.

_____
Print
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

Drafted by and return to:
City of Detroit
Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226

Attachment of EXHIBIT F

Owner's Consent and Acknowledgment

This Consent and Acknowledgment is executed by _____,(the "Property Owner"), of the real property located in the City of Detroit, County of Wayne, and described as, Property Address: _____ _____ (the "Leased Property").

The Property Owner acknowledges that the _____ (the "Subrecipient"), currently has a lease agreement, for a period of _____ years that will expire on _____[insert date].

The Property Owner consents to proposed improvements to the Leased Property to be funded by the U.S. Department of Housing and Urban Development ("HUD") under the Community Development Block Grant (the "CDBG") program pursuant to a Public Facility Rehabilitation Agreement, and grants permission to the Subrecipient to undertake the proposed improvements.

The Property Owner acknowledges that there will be a lien placed on the Leased Property in the amount of the granted funds in accordance with HUD regulations.

Property Owner:

By: _____

Name: _____

Title: _____

Date: _____

Form must be notarized below.
State of Michigan
County of _____

Signed or attested before me on _____

_____
Signature of Notary (Seal, if any)
My commission Expires _____

Note: This form is required **only if the Subrecipient is a tenant** and is making real estate investment to the portion of the building or facility for which the Subrecipient holds a lease.

EXHIBIT G
EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)

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

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

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

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

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

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

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

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

EXHIBIT H

SAMPLE

CHECK REGISTER*

Subrecipient: _____

Period Ending: _____ Contract Purchase Order #: _____

DATE	PAYEE	CHECK NO.	CHECK AMOUNT	ACCOUNT NO.	AMOUNT CHARGED

TOTAL CHARGED: $ _____

Prepared By: _____ Date: _____

_____ Date: _____

Subrecipient's Authorized Representative

**To be completed for soft cost payment requests, construction costs will be in the form of an AIA, Sworn Statement, etc..*

EXHIBIT I

BUDGETARY STATUS REPORT
SAMPLE

Subrecipient: _____

Period Ending: _____ **Agreement Number:** _____

Account Title	Account No.	Total Prior Contract Costs	Contract Costs This Month	Total Costs Month End	Budget	Budget Balance
Interest						
Program Income						
Advance						
Total Reimbursed						
Totals Costs						
Totals						

Prepared By: _____
Date: _____

Signed: _____
Date: _____
Subrecipient's Authorized Representative

Instructions for use of line "Advance" on Budgetary Status Report:

1. "Advance" should be the last line.

2. Amount of Advance for the current request to be repaid, if any, show in the "Advance" line under the "Contract Cost This Month" column.

3. -0- shows in "Budget" column

4. Amount of Advance to be repaid, if any, shows as a negative in "Agreement Costs This Month" column.

5. Amount of Advance still owing to the City by the Subrecipient shows as a negative in "Budget Balance" column.

EXHIBIT J
EXECUTIVE ORDER 2024-02

THIS LANGUAGE MUST BE INCLUDED IN ALL BID PACKAGES, CONTRACTS AND SUBCONTRACTS FOR ALL CONSTRUCTION AND DEMOLITION PROJECTS, TO WHICH EXECUTIVE ORDER NO 2021-2 APPLIES.

EXECUTIVE ORDER NO. 2021-2 EMPLOYMENT OF LOCAL LABOR ON PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS:

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

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

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

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

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

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

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

      (2) Direct monetary support;

      (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government entity, for which City approval is required and obtained; or

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

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

3. A "bona-fide Detroit resident," for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded

demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

(a) State of Michigan identification card, State of Michigan driver's license, or Detroit municipal ID; and

(b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

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

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

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

(a) The total hours worked on the project during the preceding measurement period ("total work-hours");

(b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and

(c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target (“shortage work-hours”); and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target (“shortage percentage”).

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

following:[1]

(a) For each work-hour comprising the first 10% of the shortage percentage, 5% of the average hourly wage paid by the contractor during the preceding measurement period.

(b) For each shortage work-hour comprising the second 10% of the shortage percentage, 10% of the average hourly wage paid by the contractor during the preceding measurement period.

(c) For each shortage work-hour comprising the remaining 31 % of the shortage percentage, 15% of the average hourly wage paid by the contractor during the preceding measurement period.

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.[2]

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

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

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

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a

[1] Thus, for example, if 25% of 1,000 total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor's shortage percentage would be 26%. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 26 (i.e., 10% of 260) shortage work-hours; (2) 10% of the average hourly wage for 26 (i.e., 10 of 260) shortage work-hours; and (3) 15% of the average hourly wage for 15.6 (i.e. 6% of 260) shortage work hours.

[2] Section 7 has been revised from Executive Order 2021-02 to retroactively and prospectively cure any potential ambiguity to the calculation formula provided therein (as well as any substantively identical sections in prior executive orders). The clarifications are intended to reflect and not revise the calculation formula used by CRIO prior and up to the effective date of this Executive Order.

written decision. The panel may, but need not, schedule an oral hearing on the challenge.

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

(a) withhold from the contractor all future payments under the contract until it is determined that the contractor is incompliance;

(b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;

(c) debar the contractor from doing business with the City for a period of up to one year.

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

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

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

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order 2021-02, issued by me on April 14, 2021. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.

EXHIBIT K

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contact, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds others than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contact, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLC, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

WITNESSES:

1. Ln. Diop

2. Kim Conwell-Lugo

PROFESSIONAL CONTRACTOR
OR
SUBCONTRACTOR:

By: Faith E. Fowler

Its: Executive Director

Date: Sept 24, 2025

EXHIBIT L

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency entered into this transaction. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, " provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT M

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification continued

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorization under paragraph five (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WITNESSES:

1. M. Diop

2. Kim Connell-Lusk

Subrecipient, Contractor
Subcontractor, or Principal
By: Toni E. Tow

Its: Executive Director

Date: Sept 24, 2025

EXHIBIT N

Subaward Data

[1]

(i)	Subrecipient Name	Cass Community Social Services
(ii)	Subrecipient Unique Entity Identifier:	JTQYHNU5JFV5
(iii)	Federal Award Identification Number (FAIN):	B- 24-MF-26.0002
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	September 6, 2024
(v)	Subaward Period of Performance Start Date:	September 1, 2025
	Subaward Period of Performance End Date:	August 31, 2027
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	$500,000
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	$1,250,000
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	$500,000
(ix)	Federal Award Project Description:	CDBG-Public Facility Rehab
(x)	Name of Federal Awarding Agency:	Department of Housing and Urban Development
	Name of Pass-Through Entity:	City of Detroit
	Contact Information for Federal Awarding Official:	Keith Hernadez keith.hernandez@hud.gov
	Contact Information for [CAA] Authorizing Official:	Julie Schneider Schneiderju@detroitmi.gov
	Contact Information for [CAA] Project Director:	Steve Girodat girodats@detroitmi.gov
(xi)	CFDA Number and Name:	14.218

[1] This information is required by the Uniform Guidance, 2 C.F.R. § 200.331(a)(1). The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal prime award and subaward.

(xii)	Identification of Whether Subaward is R&D:	No
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	56.7%
	Subrecipient Indirect Costs:	See Exhibit B -Approved Budget

EXHIBIT N

COVID & ARPA FEDERAL REQUIREMENTS

The City of Detroit has sought to obtain federal funding to augment its response to the COVID- 19 pandemic. This Exhibit includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the request for proposal (RFP) (the "Contract") with Covenant House of Michigan (RFA #185013).

I. Procurement Policy

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

II. Bonds and Insurance Requirements

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

III. Equal Employment Opportunity

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

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal

Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

(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.
The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) 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.
(h) The City of Detroit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City of Detroit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The City of Detroit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
The City of Detroit further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City of Detroit agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the City of Detroit under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City of Detroit; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. Federal Compliance

(a) Consistent with the **Davis-Bacon Act (40 U.S.C. §§ 3141-3148)**, the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40

U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 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. Part 5 as applicable.

i. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

ii. In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

iv. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

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

a. The Contractor must report all suspected or reported violations to the City and Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

e. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

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

1. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

2. Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

3. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

b. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

c. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars ($100,000.00),

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

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract in excess of

$150,000. Contract shall ensure each subcontract include provisions that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

e. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the City of Detroit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00),

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

. Each tier must 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 non-Federal award.
a. Contractors who apply or bid for an award exceeding $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C.§ 1352.

b. 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 non-Federal award.(J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars ($100,000.00),

(f) Debarment and Suspension.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. 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.

This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2
C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(g) Procurement and Recovered Materials.

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive procurement-guideline-cpg-program.

(h) Prohibition of Certain Telecommunication Services and Equipment.

a. Recipients, subrecipients or contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

c. See Public Law 115-232, section 889 for additional information. See also

§200.471.

(i) Records Requirements.

a. The Contractor agrees to provide the City, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means

whatsoever, or to copy excerpts and transcriptions as reasonably required.
c. The Contractor agrees to provide the FEMA Administrator, City and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e. This subsection (h) is applicable only to Contracts pertaining to construction or facility improvement.

> (j) Domestic Preferences for Procurements. a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.

i. For purposes of this section: (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
(k) Federal Acquisitions Regulation Compliance.

a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency. The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41

U.S.C. § 3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

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

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

(b) Application. This authority applies in those situations where- (1) An unusual and compelling urgency precludes full and open competition; and

(2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

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

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

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

(i) May not exceed the time necessary: (A) To meet the unusual and compelling requirements of the work to be performed under the contract; and

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

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

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

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

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

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

(j) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency