

CONTRACT 6007774 - EXECUTION COPY

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

Limno-Tech, Inc.

CONTRACT NO.

6007774

CONTRACT 6007774 - EXECUTION COPY

Table of Contents

Article 1: Definitions.....3

Article 2: Engagement of Contractor.....5

Article 3: Contractor's Representations and Warranties5

Article 4: Contract Effective Date and Time of Performance6

Article 5: Data To Be Furnished Contractor6

Article 6: Data Protection6

Article 7: Contractor Personnel and Contract Administration7

Article 8: Compensation.....8

Article 9: Maintenance and Audit of Records.....8

Article 10: Indemnity9

Article 11: Insurance10

Article 12: Default and Termination12

Article 13: Assignment.....15

Article 14: Subcontracting.....15

Article 15: Conflict of Interest16

Article 16: Confidential Information.....17

Article 17 Compliance with Laws.....17

Article 18: Office of Inspector General17

Article 19: Amendments.....18

Article 20: Fair Employment Practices.....19

Article 21: Notices19

Article 22: Proprietary Rights and Indemnity19

Article 23: Force Majeure.....21

Article 24: Waiver.....21

Article 25: Invoice Submission and Payment21

Article 26: Board of Ethics22

Signature Page.....25

EXHIBIT A: SCOPE OF SERVICES.....26

EXHIBIT B: FEE SCHEDULE33

EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES35

EXHIBIT D: FEDERAL REGULATION AND.....37

GENERAL GRANT TERMS AND CONDITIONS37

EXIBIT E: CROSS CUTTING FEDERAL REGULATIONS.....47

CONTRACT 6007774 - EXECUTION COPY

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Housing and Revitalization Department ("City"), and Limno-Tech, Inc., a Michigan Domestic Profit Corporation, with its principal place of business located at 501 Avis Drive, Ann Arbor, Michigan 48108 ("Contractor").

Recitals:

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

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

Article 1: Definitions

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

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

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

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

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

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

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

"Data" means 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 or the Contractor pursuant to this Contract.

CONTRACT 6007774 - EXECUTION COPY

“Data Storage” means to the electronic secure storage of Data.

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

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

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

“Exhibit D” is Federal Regulation and General Grant Terms and Conditions.

“Exhibit E” is Cross Cutting Federal Regulations.

"ISO 27001" means a security framework created by the International Organization for Standardization that assesses a company's ability to keep its data safe. To achieve certification, companies must complete an audit to verify that they comply with ISO 27001's rigorous standards.

“Personal Information” means information which relates to an identified or identifiable individual, and includes any information defined from time to time as “personal information” under applicable state or federal privacy legislation.

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

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

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

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

“SOC 2 Type 2 Report” means a data safety and security report developed by the American Institute of Certified Public Accountants which specifies how an organization handles its customers' data.

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

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

CONTRACT 6007774 - EXECUTION COPY

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

Article 2: Engagement of Contractor

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

Article 3: Contractor's Representations and Warranties

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

CONTRACT 6007774 - EXECUTION COPY

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

Article 4: Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5: Data To Be Furnished Contractor

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

Article 6: Data Protection

Data Ownership and Use

- 6.01 The Contractor acknowledges and agrees that the City is the sole owner of the Data.
- 6.02 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 has no, and will never, have any property interest in and may assert no lien on or right to withhold Data from the City.

Reports and Notice of Breach

- 6.03 Upon execution of this Contract, the Contractor shall provide proof of their ISO 27001 certification and for each year thereafter during the term of this Contract, the Contractor shall update the proof of ISO 27001 certification. In the alternative, for each calendar year during the term of this Contract, Contractor agrees to provide, at no cost, to the City, within the earlier of (i) ninety (90) days after the end of each calendar year or (ii) thirty (30) days after Contractor's receipt, a copy of the SOC 2 Type 2 Report containing a detailed description of how the Contractor is managing the Data, including how Data is kept secure from unauthorized use and how it is securely processed.

CONTRACT 6007774 - EXECUTION COPY

- 6.04 Within ten (10) days of when the Contractor becomes aware of a data breach or potential data breach, the Contractor shall immediately notify the City in writing of the breach or potential breach. In the notification, the Contractor shall include information about the breach or potential breach, including, but not limited to, the timing and duration of the breach or potential breach, the impact on the City's operation or use of the System, if any, and the steps taken or to be taken to address the breach, mitigate the damages and steps to recover.

Article 7: Contractor Personnel and Contract Administration

- 7.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 7.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the key personnel working on this Contract with new personnel without the prior written consent of the City, such consent not to be unreasonably withheld or delayed.
- 7.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 7.04 The Contractor shall notify the City within thirty (30) days of any changes in executive leadership or any other significant corporate changes that impact the ability of the Contractor to carry out the Services under this Contract.
- 7.05 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of an independent contractor shall be implied between the parties or between either party's agents, employees or subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 7.06 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

CONTRACT 6007774 - EXECUTION COPY

- 7.07 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 8: Compensation

- 8.01 Compensation for Services provided shall not exceed the amount of Two Hundred Eighteen Thousand, Five Hundred and 00/100 Dollars (\$218,500.00), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 19, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 8.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

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

Lisa Wallick
Field Services Director, Permitting and Stormwater
Detroit Water and Sewerage Department
6425 Huber St.
Detroit, Michigan 48211
Phone: (313) 399-07510
Email: lisa.wallick@detroitmi.gov

The City employee from whom payment should be requested is:

Marcellous Weaver
Program Analyst III, CDBG Disaster Recovery
Department of Housing and Revitalization
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226
Phone: (313) 463-3639
Email: Marcellous.Weaver@detroitmi.gov

Article 9: Maintenance and Audit of Records

- 9.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 9.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection.

CONTRACT 6007774 - EXECUTION COPY

The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
 - c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
 - d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
 - e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.
- 9.03 The Contractor agrees to include the covenants contained in Sections 9.01 and 9.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 10: Indemnity

- 10.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- a) Any alleged negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
 - b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
 - c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates' performance of this Contract.
- 10.02 The Contractor will indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers,

CONTRACT 6007774 - EXECUTION COPY

employees, or agents by reason of any breach, loss or unauthorized access of the Data, unless such any breach, loss or unauthorized access of the Data is caused by the City.

- 10.03 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 10.04 In the event any action shall be brought against the City by reason of any claim covered under this Article 10, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 10.05 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 10.06 The indemnification obligation under this Article 10 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 10.07 The Contractor agrees that this Article 10 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims. Notwithstanding anything to the contrary in this Contract, Contractor's indemnification obligations set forth in this Contract including, but not limited to, those described in this Article shall survive termination of this Contract.

Article 11: Insurance

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

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection)	\$1,000,000.00 combined single limit for bodily injury and property damage

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insurance, including residual
liability insurance under Michigan
no fault insurance law)

- | | |
|----------------------------------|--|
| e. Errors and Omission Insurance | \$1,000,000.00 per claim
\$5,000,000.00 aggregate |
|----------------------------------|--|

11.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

11.03 The coverage under error and omission cyber policy will be maintained continuously during the term of this Contract and for an additional two (2) years after the termination or expiration of this Contract and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the System as set out in this Contract. Covering under the policy will respond to, but not be limited to following occurrences:

- i. Privacy breach and violation as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of Data, private information, failure to properly handle, manage, store, destroy or control personal information, and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
- ii. Network security incidents arising from Software security failures such as, but not limited to, unauthorized access, theft or destruction of Data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network, the Software or other third-party computer information Software and will further include expenses related to third party computer forensics;
- iii. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
- iv. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by the Contractor;
- v. Coverage for delay in performance of a contract or agreement, including this Contract resulting from an error or omission; and
- vi. Coverage for damages resulting from dishonest and criminal acts committed by an employee of the Contractor.

11.04 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall

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cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

- 11.05 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 11.06 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 11.07 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 11.08 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 11 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 11.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 11 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 11.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 11 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 12: Default and Termination

- 12.1 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 12.
- 12.2 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
 - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
 - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - 3) The Contractor ceases to perform under the Contract; or

CONTRACT 6007774 - EXECUTION COPY

- 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - 9) The performance of the Contract, in the reasonable sole judgment of the City, is sub-standard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - 10) The Contractor fails in any of the agreements set forth in this Contract; or
 - 11) The Contractor ceases to conduct business in the normal course; or
 - 12) The Contractor admits its inability to pay its debts generally as they become due.
- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have twenty (20) calendar days within which to cure such default to the City's satisfaction ("the Cure Period") unless such default is of such a nature that the same cannot be cured within the Cure Period in which case the Cure Period shall be extended for a reasonable time period as long as Contractor commences to cure such default within the Cure Period and thereafter diligently pursues such curing; provided however that unless the City gives its written consent, no Cure Period hereunder shall extend beyond thirty (30) days after the Contractor's receipt of the Notice of Termination for Cause unless the City, in writing, gives the Contractor additional time to cure the default. If the default is cured within the foregoing time period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the twentieth calendar day, or if the Cure Period is extended as set forth herein the thirtieth calendar day, after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in

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the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.

- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- e) The City's remedies outlined in this Article 12 shall be in addition to any and all other legal or equitable remedies permissible.

12.3 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor fifteen (15) days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

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

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

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- e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

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

Article 13: Assignment

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

Article 14: Subcontracting

- 14.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 14.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 14.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 14.04 The provisions contained in this Article 14 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 14.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

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Article 15: Conflict of Interest

- 15.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

- 15.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

- 15.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

- 15.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval. #The Contractor agrees to comply with the "One Year Post-Employment Prohibition" under the Detroit City Charter, Section 2-106.5, and the Detroit City Code, Section 2-5-71, when hiring a former City employee.

- 15.05 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest (as set forth in Sections 15.01 through 15.04 above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth in Sections 15.01 through 15.04 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.

- 15.06 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

- 15.07 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**

- 15.08 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

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Article 16: Confidential Information

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

Article 17 Compliance with Laws

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

Article 18: Office of Inspector General

- 18.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest. Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 18.02 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 18.03 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 18.04 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

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- 18.05 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.
- 18.06 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 18.07 In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 18.08 Therefore, it will be the responsibility of all Contractors to check the list of debarred entities and individuals in the City's website and confirm that neither the Contractor nor the subcontracting company, nor any individuals nor entities with any personal or financial interest in the Contractor or any subcontractor or supplier, is listed on the City's debarment list, and they will not be using the debarred (sub) contractor(s) or supplier(s) to conduct any City business.
- 18.09 In accordance with Section 17-5-352 (c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

Article 19: Amendments

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

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Article 20: Fair Employment Practices

- 20.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 20.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 20 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 20.03 Breach of the terms and conditions of this Article 20 shall constitute a material breach of this Contract and may be governed by the provisions of Article 12, "Default and Termination."

Article 21: Notices

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

If to the Housing and Revitalization Department on behalf of the City:

City of Detroit
Department of Housing and Revitalization
Coleman A. Young Municipal Center, 2 Woodward Avenue
Suite 908 Detroit, MI 48226
Attention: Ms. Julie Schneider

If to the Contractor:

Limno-Tech, Inc.
501 Avis Drive
Ann Arbor, Michigan 48108
Attention: Ms. Carolyn Turner

- 21.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 21.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 21 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 22: Proprietary Rights and Indemnity

- 22.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided

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under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

- 22.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 22.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 22.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 22.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 22.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 22.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to

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compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 23: Force Majeure

- 23.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Contractor's economic hardship and changes in the market conditions are not considered a Force Majeure Event. In the event of a dispute between the parties with regard to what constitutes a Force Majeure Event, the City's reasonable determination shall be controlling.
- 23.02 Upon the occurrence of a Force Majeure Event, Contractor shall: (i) give prompt written notice to (1) the City and (2) the City's Office of Contracting and Procurement that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, (iii) keep the City apprised of Contractor's progress in remediating the effects of the Force Majeure Event; and (iv) promptly resume performance under the Contract.
- 23.03 If a Force Majeure Event prevents Contractor from performing under the Contract for a continuous period of at least ten (10) business days, the City may terminate this Contract immediately by giving written notice to Contractor as required under the Contract.

Article 24: Waiver

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

Article 25: Invoice Submission and Payment

- 25.01 All invoices submitted against this Contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Contractor's responsibility to ensure the creation of invoice(s) in Oracle Cloud, the City's cloud

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computing service. Invoices must meet the following conditions for payment: Price on invoice must correspond to the pricing listed on Exhibit B of this Contract.

- 25.02 The Contractor must submit price lists in accordance with this Contract.
- 25.03 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment.
- 25.04 Registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.
- 25.05 The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after July 15 for materials or services supplied in the prior fiscal year.

Article 26: Board of Ethics

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

Article 27: Miscellaneous

- 27.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 27.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Contractor license, user agreement, or any other Contractor contract documentation shall be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void. In addition, the "General Terms and Conditions" contained in any Purchase Order issued in connection with this Contract shall have no force or effect and shall be null and void.
- 27.03 In the event this Contract was awarded based on equalization credits received due to the City's Civil Rights, Inclusion & Opportunity Department certification of the Contractor as a qualified

CONTRACT 6007774 - EXECUTION COPY

and approved Detroit-based business. Contractor agrees to maintain its certification throughout the term of this Contract. Failure by the Contractor to maintain its certification shall be considered a material breach, and the City may terminate or suspend this Contract.

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

CONTRACT 6007774 - EXECUTION COPY

(Signatures appear on next page)

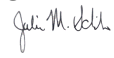
CONTRACT 6007774 - EXECUTION COPY

Signature Page

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

City of Detroit:

Housing and Revitalization Department

By:  5/28/2026
E1765051SDAF4C9...
 Name

Director

Title

Contractor:

Limpo Tech, Inc.

By:  5/28/2026
527231213A79440...
 Name

President

Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

6/30/2026

Date

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

Date

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

DocuSigned by:

333671204FFE45A... 7/7/2026
 Chief Procurement Officer Date

6/15/2026
 Corporation Counsel Date

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

CONTRACT 6007774 - EXECUTION COPY

EXHIBIT A: SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin upon approval by the Detroit City Council, and shall continue for a term of two (2) years. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description: The Contractor shall provide preliminary engineering analysis of hydraulic impacts to the Detroit sewer system from the removal of stormwater drainage and/or in-system control measures, for areas upstream of the Joseph Campau sewershed and surrounding areas.

Project Management

The Contractor shall provide management of the project to help ensure timely delivery of Services in accordance with the Contract. This includes maintaining a project schedule, scheduling and convening project meetings, meeting summaries and timely transmittal of project deliverables. Project management scope and fee shall be distributed across project work tasks based on the anticipated level of effort necessary to ensure timely delivery of the project. DWSD expects that appropriate quality assurance and quality control measures are included as part of project delivery.

Kick Off Meeting

The Contractor will present the project management plan to steer this project from start to finish. The meeting will include the management plan, communication log, QA/QC plan, and the project schedule.

Information Gatherings

Prior to detailed study work, the Contractor shall amass a digital library of project files to help ensure that work can advance in a linear and efficient manner.

a. File Collection

The Contractor shall request relevant information from the Detroit Water and Sewerage Department (DWSD) and the Great Lakes Water Authority (GLWA) for the sewer system within and around (as necessary) the project area. This shall include any system that discharges to the project area from the neighboring city, Hamtramck. Information on the sewer system and stormwater control system, and any relevant discharge data at the GM Factory Zero shall be requested. Requested information should generally include sewer section maps, as-built sewer profiles, studies and models (DWSD and GLWA). The Contractor shall also request Combined Sewer Overflow (CSO) discharge data for B09 and B10 and area rain gage data.

b. Base Mapping

The Contractor shall prepare a document library comprised of all readily available GIS information. This generally should include sewer lines, manholes, pump stations, CSOs, property information and aerial imagery. Additionally, the Contractor shall submit a MISSDIG design ticket to obtain existing utility information within the project areas.

CONTRACT 6007774 - EXECUTION COPY**c. GLWA Coordination**

The Joseph Campau sewershed is hydraulically connected to the Detroit River Interceptor (DRI) and adjacent near east side outfalls (B005–B009, B011). The Contractor shall coordinate with GLWA throughout the project to ensure consistency with regional modeling and CSO control planning.

d. H/H Model set-up

As part of the project, the Contractor will receive a copy of DWSD's "All-Pipes Model" which is a continuously updated city-wide model of the DWSD and GLWA sewer system. The model has been developed within the Autodesk InfoWorks ICM platform. The Contractor shall maintain a version of this model during the project which will be used to establish existing conditions and model proposed solutions.

Task Deliverables

Technical Memorandum categorizing obtained data and identifying potential gaps for future research and evaluation during the project.

Preliminary Hydraulic Modeling**a. Pre-calibration Model Analysis**

Under this task, the GLWA Regional SWMM Model and DWSD All-Pipes Infoworks Model shall be evaluated. The evaluation shall document the hydraulic conditions in the existing combined sewer collection system and the hydraulic network and controls for CSOs and discharges to the DRI. Key hydrologic events shall be evaluated to establish baseline conditions to which proposed improvements can be compared.

b. Metering Plan and Implementation

A metering plan shall be developed for the Joseph Campau project area for use in calibrating relevant sections of the DWSD All-Pipes model. The Contractor shall contract with a metering contractor to deploy meters in the upper limits of the Joseph Campau project area (3 meters, including one on the McDougall sewer and two on the Joseph Campau sewer), to be deployed in 6 months. Metering data shall be collected throughout the growing season to capture storm events. A rain gage may also be located within the project area to accurately capture precipitation data. Metering shall allow for calibration of the discharges coming from GM Factory Zero during "normal" conditions outside of winter months when the only stormwater discharge is said to be from an overflow weir, and "winter" conditions, when the outlet chamber of the stormwater control system is open. Metering shall also determine if Joseph Campau is receiving discharge from Hamtramck.

c. Hydraulic Model Calibration

For the intents of this analysis, the Contractor shall utilize DWSD's calibrated All-Pipes model. As part of this, the Joseph Campau metering and historic CSO data shall be used to calibrate the model for the Joseph Campau sewershed. The model shall be calibrated for the upstream limits of the project to account for seasonality and "normal" and "winter" conditions.

d. Capacity and CSO Evaluation

Using the calibrated model, the Joseph Campau project area shall be evaluated to identify issues within the collection system and the system behavior during large CSO events. This shall include a review of the major sources of runoff, a review of the conveyance system, identifying sewers and areas that constrain capacity and sewers that have additional capacity, evaluating the conditions that cause the sewer to discharge to the DRI versus CSO, and the system effects on CSOs and flooding within the project area. Concentrated areas that strain the system, and areas with elevated surcharge shall be identified.

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e. Stormwater and Combined Sewer Drainage Area Evaluation

The drainage areas within the Joseph Campau sewershed shall be evaluated to delineate areas that collect a high percentage of stormwater runoff only, or a high percentage of combined sewer area. Areas where all or a majority of the runoff is from stormwater sources only shall be identified. Areas that are mostly combined sewer but discharge to stormwater areas shall also be identified. This shall include a review of relief points that discharge into the Joseph Campau sewer.

Task Deliverables

Technical memorandum summarizing the existing conditions model. The technical memorandum shall include a detailed evaluation of hydraulic grade lines (HGL) within the project area, an evaluation of the discharge to the DRI and CSOs during the different design storm events, a delineation of stormwater only discharge areas and combined sewer areas, and critical design locations where the HGL denotes potential harmful surcharge.

Field Data Collection

For the Joseph Campau project area, based on the review of existing data and preliminary modeling work, the Contractor shall collect data to enhance the existing model and increase framework confidence in areas that lack sufficient as-built records. An allowance will be included for pipeline inspection, field data collection and metering.

a. CCTV Allowance

During the course of the project, it may become necessary to gain CCTV data of sewers within the project area. As part of this task, the Contractor shall coordinate a CCTV inspection of existing sewer lines within the project area. This survey is intended as a means to identify connectivity, conditions and sizes of existing sewer service within the project area. Prior to starting work, the Contractor shall provide a list of sewers to be televised to DWSD for review and approval. The Contractor shall then coordinate with a qualified local sewer inspection company to complete PACP/MACP inspections of the sewer system. Upon completion of the work, the Contractor shall review all information and develop a database and map of all sewer connections (storm and sanitary) within the project area.

b. Field Data Collection Allowance

As-needed topographic survey with structure inventories shall be completed for the project area as defined by the project requirements. The survey shall conform to DWSD requirements. The topographic survey shall include existing utilities based on requested records from Public and Franchise utilities within the project area. The Contractor shall retain a firm resource to perform physical verification of utilities through hydraulic excavation as necessary.

Concept Development

The Contractor shall develop at least three (3) concepts for engineering analysis which identify potential improvements which result in either the elimination of CSOs or reclassification to extreme discharge only. The concepts shall demonstrate which portions of existing stormwater elements can be bulkheaded and intercepted. The concepts shall include, but are not limited to:

a. Creation of stormwater only discharge zones through creation of bulkheads, collection sewers and as-needed sanitary only sewers for existing property within zones. It is envisioned that this will be done by re-establishing portions of the Joseph Campau system as a dedicated storm drain with combined sewer-only connections to other interceptors. The concept shall demonstrate which portions of existing stormwater elements can be bulkheaded and intercepted.

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b. Identification of surface level impervious management strategies inclusive of peak flow controls, impervious removal and green infrastructure.

c. Deployment of in-system control measures for in-line storage of peak flow with delayed, remote controls to hold and discharge highly diluted combined sewer into either the NEIA or DRI sewer system.

Task Deliverables

Technical memorandum summarizing the alternative concepts. The technical memorandum shall include an evaluation of the proposed conditions for each alternative concept. This shall include maps of the proposed sewers and drainage areas as well as supporting data to confirm the alternatives successfully meet project goals (i.e., elimination of CSOs or reclassification to extreme discharge only).

Stakeholder Coordination

Improvements within the east side sewer system will likely require coordination with public agencies. While the preferred solutions are yet to be determined, DWSD anticipates that they will likely impact or involve GLWA, Department of Environmental, Great Lakes, and Energy (EGLE) and potentially the United States Army Corp of Engineers. Additionally, solutions within the project area may include impacts to private property in which the City of Detroit Planning and Development Department (PDD) would be consulted. Consulting with MDOT or Detroit Public Works (DPW) will be required for any road or Right of Way impacts. In the event that public land may become impacted, the General Services Department (GSD) would be involved. Additional coordination with neighborhood-based stakeholders including the Department of Neighborhoods (DON) and non-profit organizations or deemed interest groups may be required. DWSD will take the lead in coordinating the meetings with these departments. When appropriate, these meetings will include other local organizations, such as SEMCOG, and non-governmental organizations (NGOs).

Task Deliverables

Meeting summaries of interactions with each agency. Summaries shall include critical concerns, required coordination and anticipated permits.

Cost Estimating

Under this task, the Contractor shall develop opinions of probable cost for the proposed improvements. Cost opinions shall be developed based upon the preliminary concept plans and shall be developed through use of unit pricing. Cost estimates shall be developed consistent with the Association for the Advancement of Cost Engineering (AACE) Class 4 methodology. These costs shall be based upon current MDOT average unit prices and recently bid DWSD project work.

Task Deliverables

AACE Class 4 cost opinion for each alternative.

Alternative Screening and Preferred Alternative

The Contractor shall review each alternative for a variety of factors to determine the most cost-effective project(s). This evaluation shall consider:

- Reduction in risk by evaluating HGLs for various design events at critical points within the system.

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- The reduction in both frequency and total volume of CSO discharges within and surrounding the project area for outfalls along the Detroit River.
- Project costs inclusive of engineering design, land acquisition (if needed), construction and long-term maintenance/operation.
- Project delivery duration inclusive of design and construction.
- Environmental impacts and compliance with the National Environmental Policy Act (NEPA). As part of screening, each concept shall be evaluated for impacts to environmental resources. This evaluation shall include those described within the NEPA. Generally, this shall include Wetlands and Natural Features, Section 106 / State Historic Preservation Office (SHPO) Analysis and Archaeological Resources, Tribal resources and Floodplain. The City of Detroit Housing and Revitalization Department has performed an initial environmental screening of the project which will be made available to the Contractor.
- Neighborhood values and desires (as gauged by 7.10 Public Outreach).
- Coordination with DWSD's risk assessment team and modeling.

Implementation and Funding Strategy

The Contractor shall evaluate the preferred alternative for a feasible project delivery strategy. The project delivery shall consider the use of DWSD rate dollars, possible regional capacity swaps, State and Federal funding sources including but not limited to Clean Water State Revolving Fund (SRF) and FEMA Building Resilient Infrastructure and Communities (BRIC). The strategy shall be a time-based approach that depicts delivery of projects within a 5- to 10-year horizon.

Task Deliverables

Technical memorandum summarizing recommendations for project implementation.

Public Outreach

The Contractor shall develop a community engagement strategy in close coordination with the DWSD Public Affairs department which shall address public outreach with individual neighborhood residents and local community groups (e.g., Eastside Community Network [ECN]). The engagement strategy shall work to accomplish the following:

1. Establish strategic partnerships within the project area. This will help facilitate possible siting for water quality infrastructure and to better understand the neighborhood values and desires prior to alternative development. Partnerships will include traditional community organizations.
2. Establish level of service expectations. This will include determining the social impacts from prior storm events and how those have affected residents and businesses within the area.
3. Presentation of Alternatives. Prior to report finalization, the alternatives analysis shall be presented to the community for feedback and discussion. Comments from this engagement shall be used to finalize the preferred alternative. A locally informed preferred alternative will help to foster greater community support for later construction projects.

Report

At the completion of the study, the Contractor shall develop a report documenting the engineering analysis. The report shall include the following sections:

- Executive Summary
- Existing Conditions and Model Findings

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- Proposed Alternatives
- Preferred Alternative
- Cost Estimating and Benefit Cost Analysis
- Implementation Plan

Task Deliverables

- Final Report (PDF and up to 10 hard copies)
- Digital project data delivery (model files, reports, technical memoranda, GIS data and all other project files in native format)

Project Schedule

Task	Proposal Section No.	Description	2026								2027												2028				
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Information Gathering																											
	1	File collection/base mapping																									
Field Data Collection																											
	2.2	Metering Plan and Implementation																									
	3.1	CCTV																									
	3.2	Topographic Survey																									
Modeling																											
	1.4	H/H Model Setup																									
	2.1	Pre-calibration Model Analysis																									
	2.3	Hydraulic Model Calibration																									
	2.4	Capacity & CSO Evaluation																									
	2.5	Drainage Area Evaluation																									
Alternatives																											
	4	Concept Development																									
	6	Cost Estimating																									
	7	Alternative Screening																									
	8	Implementation Strategy																									
Outreach																											
	1.3	GLWA Coordination																									
	5	Stakeholder Coordination																									
	9	Public Outreach																									
Project Report																											
	10	Draft and Final																									

Task duration.

If needed.

Task duration.

If needed.

Liquidated Damages

Contractor and the City recognize that time is of the essence and that the City will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty):

Substantial Completion:

Contractor shall pay the City \$500.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

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Final Completion:

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each calendar day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Milestones, Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently. If the City recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are the City sole and exclusive remedy for such delay, and the City is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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

The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Two Hundred Eighteen Thousand, Five Hundred and 00/100 Dollars (\$218,500.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

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

II. Project Fees

The following charts outline the costs for this project:

		Dekker	Turner	Cousino	Klaver	Udvardy	Har-trick	TBD	Cohn		
		LimnoTech Staff									
		\$275	\$245	\$230	\$230	\$230	\$150	\$140	\$150		
No	Task	Officer	Pro- ject Man- ager	Sr. De- sign En- gineer	Sr. Hyd. Mod- eler	ICM Model Lead	Flow Meter & Pub- lic Out- reach Lead	Eng/Sci I (Hy- draulic Model Sup- port)	GIS Spe- cialist	Limno Labor Hours	Limno La- bor Cost
1	Information Gathering	1	20	4	8	4	0	0	4	41	\$ 9,455
2	Preliminary Hydraulic Modeling	0	20	3	14	36	18	70	12	173	\$31,390
3	Field Data Collection	0	1	0	0	0	0	0	0	1	\$ 245
4	Concept Development	1	22	50	8	8	0	28	20	137	\$27,765
5	Stakeholder Coordination	1	14	4	0	0	4	0	0	23	\$5,225
6	Cost Estimating	0	10	2	2	0	0	0	0	14	\$3,370
7	Alternative Screening	0	10	7	0	10	3	0	0	30	\$6,810
8	Implementation	4	10	6	0	0	0	0	0	20	\$4,930
9	Public Outreach	2	16	2	0	0	48	0	0	68	\$12,130
10	Project Report	3	26	6	0	4	0	0	0	39	\$9,495
Total		12	149	84	32	62	73	98	36	546	\$110,815

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Carpenter	Zgnilec	McConnell	TBD	Markup-->5%5%5%5%							
Drummond Carpenter Staff											
\$261	\$194	\$194	\$165								
Senior Advisor	DC PM	Field Survey Lead	Eng/Sci I/CAD	Sub Labor	Sub Labor Cost	Field Equipment	Direct Reimbursable Expenses	CCTV Services	Sub Markup	Total Indirect Cost	Total Cost
4	22	0	0	26	\$5,312	\$ -	\$ -	\$ -	\$266	\$5,578	\$15,033
4	10	38	0	52	\$10,356	\$23,470	\$ -	\$ -	\$518	\$34,344	\$65,733
0	1	8	0	9	\$1,746	\$ -	\$ -	\$5,250	\$85	\$7,081	\$7,326
14	26	40	24	104	\$20,418	\$ -	\$ -	\$ -	\$1,021	\$21,439	\$49,204
8	8	0	0	16	\$3,640	\$ -	\$ -	\$ -	\$182	\$3,822	\$9,047
1	12	16	16	45	\$8,333	\$ -	\$ -	\$ -	\$417	\$8,750	\$12,120
4	14	18	8	44	\$8,572	\$ -	\$ -	\$ -	\$429	\$9,001	\$15,811
10	20	6	0	36	\$7,654	\$ -	\$ -	\$ -	\$383	\$8,037	\$12,967
20	0	0	0	20	\$5,220	\$ -	\$ -	\$ -	\$261	\$5,481	\$17,611
4	15	0	0	19	\$3,954	\$ -	\$ -	\$ -	\$198	\$4,152	\$13,647
69	128	126	48	371	\$75,205	\$23,470	\$ -	\$5,250	\$3,760	\$107,685	\$218,500

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EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

- In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.
- In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.
- In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.
- In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.
- In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

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

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(EXHIBIT C - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, the _____ of the above named
contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

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EXHIBIT D: FEDERAL REGULATION AND GENERAL GRANT TERMS AND CONDITIONS

The City of Detroit has sought to obtain federal funding to augment or support the sources of funding under this Contract. The following provisions are defined as a requirement associated with the federal funds used to compensate the Contractor and are attached and incorporated by reference herein to this Professional Services Contract (the "Contract") with Limno-Tech, Inc. To the extent any such provisions conflict with the Contract, the Contract's provisions shall control.

I. Procurement Policy

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

II. Bonds and Insurance Requirements

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

III. Equal Employment Opportunity

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

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

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

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

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

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

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

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

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

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subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

IV. Federal Compliance

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

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Contractors are required to pay wages not less than once a week.

CONTRACT 6007774 - EXECUTION COPY

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

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

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

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

1. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with 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.
3. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor

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under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

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

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the granting federal agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the granting federal agency.
4. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The Contractor agrees to report each violation to the City of Detroit and understands and agrees that the City of Detroit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),

CONTRACT 6007774 - EXECUTION COPY

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

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

(f) Debarment and Suspension.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

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

(h) Prohibition of Certain Telecommunication Services and Equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services,

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to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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

(i) Records Requirements.

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

(j) Domestic Preferences for Procurements.

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

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lumber.

(k) Federal Acquisitions Regulation Compliance.

1. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (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 CFR 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

- (1) Citations: 10 U.S.C.2304(c)(2) or 41 U.S.C.3304(a)(2).
- (2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

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

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

(c) Limitations.

- (1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.
- (2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

- (1) The total period of performance of a contract awarded or modified using this authority-
 - (i) May not exceed the time necessary:
 - (A) To meet the unusual and compelling requirements of the work to be performed under the contract; and
 - (B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and
 - (ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.

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

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

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

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

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EXHIBIT E: CROSS CUTTING FEDERAL REGULATIONS

Listed below are cross-cutting federal regulations that may apply to your project. Please review the summaries below. Please note that these regulations are not all inclusive, and the City of Detroit may enforce other federal regulations. Questions regarding the cross-cutting federal regulations below may be directed to the City's Housing and Revitalization Department. It is the responsibility of the Contractor to read and understand these regulations and comply in all respects as required.

E.1 M/WBE

Qualified Minority-Owned Enterprises, Women-Owned Enterprises, Disadvantaged Business Enterprises, Veteran Owned Enterprises, and HUD Section 3 Certified Business Concerns are encouraged to submit proposals to City of Detroit for contracts and agreements funded through the Community Development Block Grant program.

Section 281 of the National Affordable Housing Act requires federal grantees to ensure contracting opportunities for minority and woman-owned businesses when federal funds. City of Detroit encourages that any contractor who receives a contract using federal funds to comply with this act. In accordance with Section 281 of the National Affordable Housing Act, applicants must take affirmative steps to use minority and woman-owned businesses for their funded activities. This means the contractor must make a good faith effort to hire minority and/or woman-owned businesses.

An MBE/WBE business meets one of the following:

1. A sole proprietorship, owned and controlled by a minority and/or woman; or
2. A partnership or joint venture controlled by a minority or woman in which 51 percent of the beneficial ownership interest is held by minorities or women; or
3. A Corporation or other entity controlled by minorities or women in which at least 51% of the voting interest and 51 percent of the beneficial ownership interest are held by minorities or women.

E.2 Section 3: Economic Opportunities for Low- and Very Low-Income Persons

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Applicants funded with HUD Community Development Block Grant Funds are required to meet the Section 3 provisions to the greatest extent feasible. Documentation will be required in order to verify compliance from the borrower. Please refer to the City of Detroit Section 3 Program for additional information on the local Section 3 requirements.

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

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E.3 Fair Housing Act

The Fair Housing and Equal Opportunity, Office of Program Compliance, investigates complaints pursuant to Title VI of the Civil Rights Act of 1964 (Title VI). Title VI prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance. Complaints must be filed within 180 days of the alleged act of discrimination.

E.4 Americans with Disabilities Act

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

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

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

E.5 The Architectural Barrier Act of 1968

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

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

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

E.7 Executive order 12898, Environmental Justice

Executive Order 12898 provides that each Federal agency shall conduct its programs, policies, and activities that substantially affect human health or the environment, in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from

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

E.8 Non-discrimination

Notice of Non-Discrimination: The City of Detroit does not discriminate on the basis of race, color, creed, national origin, age, handicap, sex or sexual orientation. Complaints may be filed with the City of Detroit, Civil Rights, Inclusion, & Opportunity Department (formerly Human Rights

CONTRACT 6007774 - EXECUTION COPY

Department), 12TH Floor, Coleman A. Young Municipal Center, Detroit, Michigan 48226.

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

E.9 Age Discrimination

The Age of Discrimination Act of 1975, prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of:

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

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

E.10 Environmental Review

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

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

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

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any

CONTRACT 6007774 - EXECUTION COPY

funds to the project is conditioned on the City of Detroit's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

E.12 Copeland "Anti-Kickback" Act

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

E.13 Uniform Relocation Act

The [Uniform Act](#), passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government wide regulations that implement URA can be found at 49 CFR Part 24.

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

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

E.15 National Historic Preservation Act

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

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

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

1. By signing this Contract, the Contractor, also referred to herein as a “prospective lower tier participant”, is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspensions Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this

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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 of this proposal.

CONTRACTOR:		Limno-Tech, Inc
BY:		Signed by: 527231213A79440...
Print:	Timothy Dekker	
ITS:	President	
Date:	6/12/2026	

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

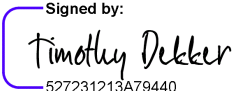
The Contractor hereby certifies, to the best of his or her knowledge and belief that:

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

CONTRACT 6007774 - EXECUTION COPY

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) 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.

CONTRACTOR:		Limno-Tech, Inc
BY:		
Print	Timothy Dekker	
ITS:	President	
Date	6/12/2026	

E.18 Conflict of Interest Clause

The Contractor warrants that its participation in this contract will conform to the requirements of all applicable federal regulations including Sections 2 CFR 200.318 and 2 CFR 200.315 and 24 CFR 570.611 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

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

CONTRACT 6007774 - EXECUTION COPY

14. The provisions of this clause shall be included in all subcontracts and consulting agreements.
15. 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.
16. No member, officer, or employee of the City of Detroit Housing and Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
17. The Housing and Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.
18. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
19. The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.
20. The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.