

MARY SHEFFIELD
MAYOR, CITY OF DETROIT

JULY 31, 2026

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
ENGINEERING CONSULTING SERVICES
FOR THE
HOUSING & REVITALIZATION DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
FLOODPLAIN MITIGATION MEASURES
IN THE
JEFFESON CHALMERS NEIGHBORHOOD OF DETROIT
AT
JEFFERSON CHALMERS
NEIGHBORHOOD OF DETROIT
(DBA #12-FL25/CPO #6007519)**

CONTRACT ADMINISTERED BY:

DETROIT BUILDING AUTHORITY
Tyrone Clifton, Director
1301 Third Street, Suite 328
Detroit, MI 48226

EXHIBITS

ADVERTISE DATE July 31, 2026

**PRE PROPOSAL
CONFERENCE** August 7, 2026 @ 10:00 a.m. (EST)
Detroit Building Authority
1301 Third Street, Skylar Herbert Media Room
Detroit, Michigan 48226

QUESTIONS DUE August 19, 2026, on or before 3:00 p.m. (EST)
All questions must be submitted via Michigan Inter-
governmental Trade Network (MITN) at www.bidnetdirect.com

**PROPOSAL DUE
DATE** August 28, 2026, on or before 3:00 p.m. (EST)
Via Michigan Inter-governmental Trade Network (MITN) at
www.bidnetdirect.com

*Proposals must be submitted via www.bidnetdirect.com on, or prior to the exact date and time indicated above.
Late proposals shall not be accepted.*

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Submitting a Proposal

All Statements of Qualifications and Proposals are required to be prepared and submitted in strict compliance with Section 2 - INSTRUCTIONS FOR SUBMITTING A PROPOSAL of this RFQ/P.

The submission of Statements of Qualifications and Proposals is strictly voluntary on the part of the Proposers; the DBA accepts no responsibility to any Proposing Entity for any costs of preparing and submitting a Proposal to this RFQ/P.

Statements of Qualifications and Proposals must be submitted on BidNet Direct no later than the Proposal Deadline indicated on Page 4.

The Proposing Entity is required to include a Proposal Bid Bond in the amount of 3% of the aggregate Proposal amount. Late submittals will not be accepted.

SECTION 1 – DEFINITION OF TERMS USED IN THIS RFQ/P DOCUMENT

The following capitalized words or acronyms used in this RFQ/P shall have the following meaning:

Owner or DBA means the City of Detroit, Detroit Building Authority, a public body corporate.

Board of Commissioners or DBA Board shall mean the governing body of the DBA.

Owner's Representative refers to the designated representative appointed to coordinate design and construction services for the DBA.

City means the charter City of Detroit, Michigan

HRD means the City of Detroit, Housing & Revitalization Department

CDBG-DR means the Community Development Block Grant-Disaster Recovery grant award

City BSEED means the City of Detroit, Buildings, Safety Engineering & Environmental Department

RFQ/P Documents means this Request for Qualifications and Proposals for the professional consulting engineering services described, in this document, and the documents incorporated herein by reference.

Addendum or Addenda refers to a written document duly issued by the DBA prior to the Proposal Deadline, which modifies or changes this RFQ/P.

Proposal refers to a submitted response to this RFQ/P using the Proposal Form describing and explaining the qualifications, capacity, experience, methods, and fees / costs of the Respondent's Services.

Statement of Qualifications Form refers to the form provided as Section 6A of this RFQ/P in its entirety.

Proposal Form refers to the form provided as Section 6B of this RFQ/P in its entirety.

Proposing Entity or Respondent shall mean a qualified firm, corporation, or joint venture legally constituted prior to submitting a Proposal to the DBA in response to and consistent with the requirements of this RFQ/P.

Professional Services Agreement or Agreement shall mean the executed contract between the selected Proposing Entity and the DBA

Bid or Bid Package means documents prepared and assembled by the Respondent for, upon the DBA's prior authorization, the public advertisement and solicitation by the Respondent and DBA for competitive bids conforming to the DBA's procurement requirements.

Key Personnel refers to the Respondent's management and administrative personnel assigned to provide the professional services described, subject to the approval of the DBA.

Project means the provision of comprehensive professional consulting and engineering services necessary and appropriate to the coordination and management of the professional services described for the project in this RFQ/P.

SECTION 2 – INSTRUCTIONS FOR SUBMITTING STATEMENTS OF QUALIFICATIONS AND PROPOSALS

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- 2.8 Information and Questions Regarding this RFQ/P
- 2.9 DBA's Procurement Policy
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2.1 Submittal Requirements

a) Deadline for Submittals: The deadline for the submission of Statements of Qualifications and Proposals shall be no later than the date and time listed on page 4 of this RFQ/P. No change in the Deadline date and time shall be made except by an Addendum issued by the DBA in accordance with the terms of this RFQ/P. Submittals received after the Deadline shall be considered unresponsive and not accepted. Each Proposing Entity is responsible to insure that its submitted Statement of Qualifications and Proposal is received on **bidnetdirect.com** prior to the Submittal Deadline.

b) Form of Submittals: Statements of Qualifications and Proposals shall be prepared and submitted using only the Forms provided in Sections 6A and 6B of this RFQ/P; the Forms must be fully completed. All Qualifications and Proposals shall be submitted online at **bidnetdirect.com** prior to the Submittal deadline.

c) Signatures: The submitted Forms shall be signed **in ink** (no digital signatures) without modification by an authorized official of the Proposing Entity certifying the accuracy and correctness of the submittal. Any "lined out" corrections on the Proposal Form must be initialed and dated in ink by the person signing the submittal.

d) Proposal Delivery: Proposals must be submitted in the following two (2)-envelope format online at **bidnetdirect.com**:

ENVELOPE NO. 1 QUALIFICATIONS: The written qualifications listed in the Evaluation Criteria in Section 7, along with the following requested forms in Sections 6A, 6C, and required Exhibits B through M.

ENVELOPE NO. 2 PROPOSAL: Form of Proposal located in Section 6B.

e) Proposal Bond: Not applicable.

2.2 Pre-Submittal Meeting and Site Tour

A Pre-Submittal Meeting will be held at the date, time and location indicated on the Cover Page. A Site Tour will be conducted at the end of the meeting. Attendance by an authorized representative for the Proposing Entity at the Pre-Submittal Meeting and Tour is mandatory and a prerequisite for submitting a valid Proposal. The Pre-Submittal sign in sheet shall be the point of reference for distributing all subsequent Addenda.

2.3 Conditions for Submitted Statements of Qualifications and Proposals

The submission of a Statement of Qualifications and Proposal shall serve to establish a conclusive presumption that the Proposing Entity understands and is thoroughly familiar with the specific requirements, local conditions, and type of services associated with this RFQ/P, that the Proposing Entity understands and agrees to abide by all of the stipulations, terms, conditions and requirements contained in the Professional Services Agreement and that the Proposing Entity acknowledges the following conditions:

- a) Submission of a signed Statement of Qualifications and Proposals submitted to the DBA, through BidNet Direct, shall represent a voluntary binding commitment offered to the DBA by the Proposing Entity. To be considered, the Statement of Qualifications and Proposal must be prepared and submitted in the specified number and form of copies and delivered in the manner and detail specified in this RFQ/P.
- b) The opening of a submittal by the DBA shall not be construed to indicate that the submittal is responsive.
- c) Submission of a Statement of Qualifications and Proposals is strictly voluntary on the part of the Proposing Entity. The DBA accepts no responsibility for and shall not reimburse any costs incurred by the Proposing Entity in the preparation and submission of the Statement of Qualifications and Proposals.
- d) Any and all documentation submitted with the Statement of Qualifications and Proposals will become the property of the DBA and is not subject to return by the DBA.
- e) The DBA will conduct interviews with one or more of the Proposing Entities deemed most qualified for further evaluation purposes. Such interviews will not modify the submitted Statement of Qualifications and Proposals.
- f) No more than one submittal from any Proposing Entity, including its subsidiaries, affiliated companies or franchises, will be considered by the DBA. In the event multiple Statements of Qualifications and Proposals are submitted in violation of this provision, the DBA will have the right to reject all such multiple submittals.
- g) The submitted Statement of Qualifications and Proposals may not be withdrawn or modified and shall remain binding on the Proposing Entity for a period of not less than one hundred twenty (120) days after the opening of the Qualifications/Proposals.
- h) The DBA reserves the right to cancel as well as reject any or all Statements of Qualifications and Proposals, or to accept or reject the same in part, and to waive any minor informality or irregularity in Statements of Qualifications or Proposals received, if it is determined that the best interest of the DBA and the City of Detroit will be served by doing so.
- i) If this RFQ/P solicitation for any reason is cancelled or all Statements of Qualifications and Proposals are rejected by the DBA, a notice will be emailed to the address identified in the Proposal or on the Pre-Submittal Meeting sign-in sheet.
- j) A Proposal will not be considered from any person, firm or corporation in the event the DBA becomes aware at any stage of the evaluation process that the Proposing Entity or any of the entities comprising the Proposing Entity
 - 1. is in arrears or in default to the DBA or the City of Detroit on any contract, debt, or other obligation, and/or
 - 2. is debarred by the DBA or by any of the City of Detroit Departments from consideration for a contract award, and/or
 - 3. is unable to provide or secure current City of Detroit Human Rights Department and tax clearances, and/or
 - 4. has committed a violation, which resulted in a termination by the DBA or the City of Detroit of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this RFQ/P.

k) All submitted Statements of Qualifications and Proposals received by the DBA are subject to public disclosure (Freedom of Information Act) in accordance with federal and state law.

2.4 Proposal Content

a) The Proposal shall include a fully completed Proposal Form and additional required information requested in Section 6B.

b) The Proposal Form and all required forms, additional information and documentation, as requested in this RFQ/P, shall be fully completed and signed **in ink** by an authorized official of the Proposing Entity. Exhibits A through N are a part of the RFQ/P Documents and are incorporated herein by this reference. The signed Proposal Form shall represent the binding commitment of the Proposing Entity to provide the Services upon acceptance by the DBA.

2.5 Revisions to This RFQ/P

Clarifications, modifications, or amendments may be made solely through Addenda issued at the discretion of the DBA. All Addenda issued by the DBA will be emailed to the address indicated by the attending representatives on the Pre-Submittal Meeting sign in sheet. It is the responsibility of the Proposing Entity to assure that the correct email address is clearly and correctly written on the sign in sheet and to acknowledge all issued Addenda on the Proposal Form.

2.6 Exceptions to the Proposal Documents

The Proposing Entity shall, under section F of the Proposal Form, clearly identify any exceptions taken or included in the Proposal that deviate from the requirements in the RFQ/P Documents, including the Form of Agreement. Each exception must be clearly defined and referenced to the proper paragraph in the RFQ/P Documents. If no exceptions are stated in section F, the DBA will presume and the Proposing Entity represents that the Proposal is in complete conformance with RFQ/P Documents.

The Proposing Entity shall be responsible for exceptions stated in section F of the Proposal. The Proposing Entity is not permitted to take exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements).

The DBA reserves the right to agree or refuse to allow the Proposing Entity to withdraw any or all exceptions after the Submittal Deadline.

2.7 Proposing Voluntary Alternates

The DBA will consider, separate from the base Proposal, voluntary suggestions or alternates to the RFQ/P requirements that the Proposing Entity believes are in the best interests of the DBA and that enhance the quality and value of the Services to be provided. The Proposing Entity shall clearly state and identify any Voluntary Alternates only in section G provided on the Proposal Form. The scope or cost impact of any Voluntary Alternates shall not be included, presumed or relied upon in the basic Proposal. The DBA accepts no responsibility or obligation to acknowledge, evaluate, or accept any Voluntary Alternates. The Proposing Entity shall acknowledge the DBA's right to use or incorporate into the scope any Voluntary Alternate or portion thereof without obligation to any Proposing Entity.

2.8 Information and Questions Regarding this RFQ/P

Each Statement of Qualifications and Proposals that is received and is compliant with the Submittal Requirements will be evaluated on its own merit and the completeness of the provided information. In preparing Proposals, each Proposing Entity is advised to rely solely on the contents of this RFQ/P and accompanying documents and any written clarifications or Addenda issued by the DBA.

If a Proposing Entity finds a discrepancy, error, or omission in the RFQ/P Documents, or requires any written clarification thereto, the Proposing Entity shall notify the DBA by email addressed to the DBA's RFQ/P Contact noted on the Cover Page of this RFQ/P. Should the DBA in its reasonable opinion determine that a response is necessary, a written clarification will be issued in the form of an Addendum to this RFQ/P.

All questions regarding this RFQ/P must be submitted before the Pre-Submittal Question Deadline in writing online at BidNet Direct. Contact with other DBA employees, officers or Board members, or any consultants or agents of the DBA regarding this RFQ/P is not permitted after the RFQ/P Issue Date stated on the Cover Page of this RFQ/P. All answers to questions regarding this RFQ/P, when deemed appropriate by the DBA, shall be issued in the form of an Addendum online.

Respondents submitting proposals may be required to make oral presentations to designated City representatives. The issuing office, if required, will schedule such oral presentations. Respondents must pay any travel costs incurred for such presentations.

2.9 DBA's Procurement

It is the intention of the DBA that procurement be conducted in an open and responsible manner providing fair opportunity to all qualified contractors, material and equipment suppliers and vendors, to the extent that final procurement will be accomplished without sacrifice of quality, as determined in the sole discretion of the DBA to be in the best interest of the DBA and the City of Detroit, including compliance with the City of Detroit's Executive Order 2024-02.

2.10 Request for Explanation if not Submitting a Response to RFQ/P

Proposing Entities, without obligation, who obtain this RFQ/P and decide not to submit a Proposal are requested to provide in advance of the Proposal Deadline a written statement addressed to the DBA Contact identifying the reason(s) for not responding.

SECTION 3 – BACKGROUND INFORMATION & PROJECT OVERVIEW

BACKGROUND FOR THIS PROJECT:

The City of Detroit, through its Housing and Revitalization Department, (HRD), was awarded \$346,864,000.00, in funding to support long term recovery efforts following 2023 Presidential Major Disaster Declaration, (aka Federal disaster declaration FEMA #4757 – Michigan Severe Storms, Flooding and Tornadoes).

HRD has been working with the Detroit Building Authority, (DBA), for the Jefferson Chalmers Flooding and Floodplain Mitigation Program, which allocates \$20,000,000.00 of those CBDG-DR funds. This program's goal is to remove the Jefferson Chalmers neighborhood from the designated Federal Emergency Management Agency, (FEMA) floodplain. The floodplain area consists of the properties located along the canals on Ashland Street, Scripps Street, Manistique Street, Harbor Island, Klenk Island, Alter Road, Conner Creek Canal, Maheris-Gentry Park, A.B. Ford Park, Riverfront -Lakewood East Park, and Mariner Park.



[FEMA's National Flood Hazard Layer \(NFHL\) Viewer](#)

(Type “Jefferson Chalmers, Detroit, MI” in search box – zoom to area – blue zone = Coastal Floodplain) roughly bounded by Conner/Clairpointe Avenues (West Boundary), E. Jefferson Avenue (North Boundary), Alter Road (East Boundary) and the Detroit River (South Boundary)

SECTION 4 – SCOPE OF SERVICES

Broadly, the Services the PM is expected to provide are overall program management, individual project management, environmental due diligence, property land survey, geotechnical investigations, scoping, programming, design, construction documents, and construction support. The successful proposer will provide an approach that economizes design program management services while delivering the required scope of services for the project. Key staff and technical expertise should be readily available to support the City. As this is a program management assignment, the level of engagement will vary based on the needs of the program and the implementation support required by the City.

The project types for which PM will provide feasibility study, design, construction and construction support services may include:

- Permanent measures that are technically feasible, environmentally acceptable, and cost effective.
- Seawalls (including size, type, material, tie-backs, etc.)
- Earthen Levees/berms
- Other Earth Grading or paving interventions
- Small-scale, still water Stop-log structure installations/systems
- Small-scale, still water Lock structure installations/systems
- Floodwalls (both permanent and removable, depending on specific site conditions)
- Flood Gates
- Cofferdams
- Geotechnical Investigations
- Hydrologic Studies
- Hydraulic Studies
- NEPA-level clearances
- Threatened and Endangered Species studies
- Historic and Archeologic studies
- Construction Engineering and Inspection Services
- Operational Programming
- Temporary Measures (such as enhanced sandbagging, proprietary flood mitigation products (e.g., HESCO (or other) barriers, Tiger Dams, etc.), if needed

The required scope of services may include, but is not limited to:

- Specific Concept Feasibility Studies (technical, environmental, legal and fiscal) for both:
 - Installation of Stoplog closures across the Lakewood, Phillip and Fox Creek Canals, and
 - Installation of new, higher-elevation seawalls along all canal-adjacent properties (public and private)
- Feasibility Studies for other Concepts identified/developed by your team
- Planning, development, investigative, project scoping, and prioritization and implementation services for installation of flooding and floodplain mitigation measures as soon as practicable for multiple infrastructure systems.
- Required NEPA needs and conformance for each concept/project
- Project management coordination with Federal, State and Local agencies.

- Project management coordination with multiple City departments/agencies and outside utilities.
- Support for all required community outreach initiatives and involvement.
- Develop both overall program and individual project administration GANTT charts detailing the process from initial request through construction closeout.
- Provide City-requested reports and status updates for all projects administered through this program.
- Design program management, technical oversight, and quality control for the projects.
- Design project management controls including scope, schedule, and budget management; change order design updates, response to requests for information, QA/QC and general project delivery.
- Support in acquiring permitting and approvals.
- Develop presentation documents, maps, design drawings, specifications, and other documents for projects.
- Provide survey work, exhibits, property descriptions, etc., in support of real property acquisition (permanent and/or temporary.)
- Urgent need investigation and design services for improvements to roads, bridges, drainage, and water and sewer infrastructure, etc.
- Provide design drawings for all elements of the project including civil design of infrastructure elements and traffic control elements (if needed) and other services as needed in support of the delivery of full design documents, specifications, and other bid package deliverables.
- Support in meeting the requirements and delivering design documents for projects with state and/or federal funding contributions.
- Geotechnical support including soil borings (shallow and/or deep), pavement coring, soil classification and analysis, infiltration analysis, etc.
- GIS mapping support.
- Specific disciplines may include: civil engineering, structural engineering, Electrical engineering, mechanical engineering, landscape design, architectural design, traffic signs, pavement markings2,, surveying, geotechnical engineering, environmental engineering, traffic engineering, Hydraulic/hydrologic engineering, community engagement and meeting support.
- Development of program and project specific public information and outreach strategies including preparation for and support during public meetings.
- Internal and external stakeholder engagement support.
- Printing plans and specifications, fliers for community meetings, room rental fees, public meeting materials and food (each project anticipated to have 3 to 6 public meetings).
- Construction flyers and posters to inform the public of up-coming meetings or work.
- Maintenance of Traffic (MOT) plans.
- Construction staging including milestones, liquidated damages, and strategies to support businesses during construction.
- All materials required for public bidding.
- Detailed costs estimates and quantities.
- QA/QC plan.
- Utility coordination.
- Bid Documents.
- Shop drawing review and acceptance.
- Construction Administration.

TECHNICAL INFORMATION

Project design documents/plans shall be prepared in MicroStation.

RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects within the past five (5) years in urban areas of a similar character to Detroit by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this information shall be the description of services provided and the time period during which the services were provided (This is a minimum requirement that needs to be met for the proposal to be considered for review, per item 2 above);
- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last 10 years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

EVALUATION CRITERIA

Each Qualification Statement will be reviewed and rated based on the submission and evaluation per the following criteria:

SECTION 5 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term commences upon issuance of the DBA's Notice to Proceed and will last until completion and commissioning of the Project is complete and a Final Certificate of Occupancy is issued by the City's BSEED.
- 2) **E-Builder:** The Respondent will be required to use the DBA's cloud based, construction management software system e-Builder (www.ebuilder.net). E-Builder will be used for all correspondences, submittals, budgets, RFI's, pay application, monthly reporting, etc.
- 3) **PAYMENT:** The Respondent shall submit consolidated monthly invoices for payment, itemizing separately the charges associated with the Project and each construction contract, using a Schedule of Values acceptable to the DBA. The DBA will pay the for DBA authorized work based upon submission of a correct and complete invoice in accordance with the Form of Agreement and General Terms and Conditions. It is the intent of the DBA to pay correct and complete invoices within 30 days.
- 3) **INSURANCE SUBMISSION REQUIREMENTS:** **Proof** of insurance as stated in the insurance requirements listed in the Form of Agreement and General Terms and Conditions of this RFQ/P will be required within five (5) days of request.
- 6) **KEY PERSONNEL:** The Proposing Entity upon award of a Professional Services Agreement by the DBA shall assign the Key Personnel identified in the Statement of Qualifications, if deemed acceptable to and approved by the DBA.

The Proposing Entity shall agree that, once assigned to the Project, Key Personnel shall not be removed or replaced without prior written concurrence from the DBA.

If a Key Person is not available to perform the services appropriate for the assigned position for a continuous period exceeding fifteen (15) calendar days, or is, for reasons beyond the Proposing Entity's control, unable to devote a full effort or performance appropriate to the position, the Proposing Entity shall immediately notify the DBA, and shall, subject to the concurrence of the DBA, replace such personnel with personnel of equal or superior credentials, experience, ability and qualifications.

7) **EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION PRACTICES**

The Proposing Entity shall comply to the fullest extent permitted or required by law with the following:

- a) Compliance with Fair Employment Laws. The Proposing Entity agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Proposing Entity shall promptly furnish any information requested by the City of Detroit or its Human Rights Department with respect to this subsection a.
- b) Human Rights. The Proposing Entity shall comply with the rules and procedures applicable to the Proposing Entity adopted by the Civil Rights, Inclusion and Opportunity Department (CRIO) of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.
- c) Ordinance No. 20-93. The Proposing Entity voluntarily agrees that it shall use its best efforts in the performance of the Work, and shall require all subcontractors hired to perform portions of the Work to use their best efforts to comply with goals equal to those set forth in City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended.
- d) Reporting. Upon commencement of the Construction Work, the Proposing Entity shall thereafter submit to the DBA, at the time it makes application for payment pursuant to Attachment A, monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2024-02 and Subsection 13(d). The Proposing Entity shall require similar reports from each of its subcontractors and shall submit the subcontractor's monthly reports along with its report. Monthly reports shall be submitted to the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) upon receipt as part of its contract information tracking system ("CITS"). Proposing Entity agrees to provide all information required by CRIO to conform to CITS. It further agrees to require by subcontract all its subcontractors to provide all information required by CRIO in relation to the CITS.
- e) Notice to Subcontractors. The Proposing Entity shall notify any subcontractor of its obligations under Section 13 when soliciting subcontractors and shall include all applicable provisions of this Section 13 in any subcontract related to the Work. The Proposing Entity shall take such action with respect to any subcontract as the City may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.
- f) Executive Order 2024-02. The Proposing Entity shall comply with the goals established by the City of Detroit's Executive Order 2024-02, which sets goals for the utilization of Detroit-based businesses and small businesses. The Proposing Entity shall contractually require and enforce compliance by all its lower-tier subcontractors to fulfill the requirements of this Section.
- g) DBE, SBE, PARTICIPATION. The Proposing Entity shall, through self-performance or through subcontractor utilization, make every effort ("good faith effort") to utilize Detroit Business Enterprises (DBE) and Small Business Enterprises (SBE) in the performance of the Work consistent with the goals of the City of Detroit's Executive Order 2024-02. A willful or negligent breach of the terms and conditions of these will be regarded as a material breach of the Agreement.

SECTION 6A – STATEMENT OF QUALIFICATIONS FORM
(ENVELOPE NO. 1 QUALIFICATIONS)

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's qualifications, experience, capacity and ability to provide the full and comprehensive CM Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the CM Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) Provide information for at least THREE and not more than SIX similar projects completed within the last 5 years costing at least \$2,000,000.00, which included the provision of Professional Management Services involving the coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this Project. The Project Description for each project should describe the relevance to this Project, including special features such as: public safety institutions and adaptive re-use renovations.**

A-1) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-2) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-3) Project Name _____
 Location _____
 Project Owner _____
 Owner Contact: _____ phone _____ email _____
 Architect of Record _____
 Project Description _____

 Gross Project Area (sf) _____
 Construction Cost / Contract Value \$ _____
 Date of Construction Substantial Completion _____
 LEED Certification _____ Level of Certification _____

- b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project'** (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and CM fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in CM fee) _____
 Project Manager _____
 Project Engineer _____
 Project Estimator / Procurement _____
 Project Superintendent _____
 Assistant Project Superintendent _____
 Project Accountant _____
 Document Control _____

Compensation for all positions above the Project Manager shall be included in the CM Fee.

- c) Provide the following Information:**

Corporate Organization Chart (attach)
 Surety / Bonding Company _____
 Current Experience Modification Rating: _____
 Scheduling Program Formats _____
 Project Cost Tracking System _____

Sample of the following proposed document to be used by the CM in Bid Packaging

- Proposed Subcontract Agreement
- Proposed General Terms & Conditions
- Proposed Start-up and Close-out Procedures
- RFI and Submittal tracking procedures
- Project Website (Optional)
- Safety Record – DART and Lost time incident rate

SECTION 6B – PROPOSAL FORM

(ENVELOPE NO. 2 PROPOSAL)

PROPOSAL FORM

**REQUEST FOR
QUALIFICATIONS/PROPOSALS FOR
ENGINEERING CONSULTING SERVICES
FOR THE
HOUSING & REVITALIZATION DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY
FLOODPLAIN MITIGATION MEASURES
AT
JEFFERSON CHALMERS
NEIGHBORHOOD OF DETROIT
(DBA #12-FL25/CPO #6007519)**

HRD CDBG-DR PHASE II

NAME OF PROPOSING ENTITY: _____

PROPOSING ENTITY ADDRESS: _____

DUNN & BRADSTREET NUMBER (DUNS #): _____

CONTACT NAME: _____

TELEPHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

DATE: _____

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as “the DBA”) located at the Detroit Public Safety Headquarters, 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity, having examined the documents comprising the DBA’s “**HRD CDBG-DR Floodplain Consulting Services**” and having sufficiently inspected the Site, hereby tenders to the DBA this Proposal to furnish professional and expert Management Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Professional Services Agreement (the Agreement) substantially

in the form and content attached hereto as Exhibit O, incorporating the portions of this Proposal deemed appropriate to the DBA.

2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the services without delay and to diligently pursue the performance of the Consulting Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT BONDS

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No. _____, dated _____	Addendum No. ____ dated _____
Addendum No. _____, dated _____	Addendum No. ____ dated _____
Addendum No. _____, dated _____	Addendum No. ____ dated _____

E. PROPOSED SERVICES AND PRICING

The Undersigned, on behalf of the Proposing Entity, proposes the following Fees and Reimbursable Costs based upon an estimated Construction Costs of \$17,000,000.00.

BASE BID PROPOSAL

Pursuant to and in compliance with the RFQ/P and any Addendums issued and the project specifications relating to the above-named project, the undersigned agrees to enter into an professional services agreement with the Detroit Building Authority to complete the work for **HRD CDBG-DR Floodplain Consulting Services** without delay substantially in the form attached hereto as Exhibit J.

The undersigned agrees to price of the specified **Project** for all of the services described in the RFQ/P:

(words)
\$ _____
(figures)

PROFESSIONAL RATES

Professional rates must be submitted attached to the Proposal Sheet. Any additional services requested by the Detroit Building Authority from the consulting engineering firm will be negotiated between the Detroit Building Authority and the consulting engineering firm.

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the DBA from using any portion or version relative to the solicitation and procurement of Professional Services.

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the _____ day of _____, 2026.

The Undersigned, under penalty of perjury, certifies that:

1. I have legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.

SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY _____
PRINCIPAL OFFICE ADDRESS _____
PRIMARY CONTACT _____ PHONE NO _____ EMAIL _____
WEB SITE _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____

Date of Incorporation/Registration _____

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title	Name / Title
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation (Other Than Proposing Entity)
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address	Name / Address
_____	_____
_____	_____
_____	_____

SECTION 6 C – BUSINESS INFORMATION QUESTIONNAIRE Page 2 of 2

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Proposing Business)

By _____
(Signature) Date

(Title)

SECTION 7 – EVALUATION CRITERIA

(ENVELOPE NO. 1 QUALIFICATIONS)

EVALUATION:

Submitted Statements of Qualifications and Proposals received by the Deadline will be initially reviewed to confirm that the submittal complies with the requirements for minimum qualifications. Statements of Qualifications and Proposals in compliance with the minimum requirements will be evaluated by an Evaluation Committee comprised of, at a minimum, three DBA representatives, the DBA's Owner's Representative and DBA's Architect / Engineer. Statements of Qualifications and Proposals shall initially be reviewed for completeness.

All complete Statements of Qualifications and Proposals will be evaluated based on the best qualified value considered by the evaluators to be in the best interests of the DBA, City of Detroit, and Housing & Revitalization Department.

The Proposing Entity is advised that the Evaluation Committee will consider in its evaluation:

- The confirmed statement of qualifications
- Recent CM experience on similar size and scope projects
- The proposed CM Fee
- Assessment of the completeness and cost of the proposed general conditions
- The reasonableness of the proposed contract agreement and CM general conditions

The DBA reserves the right to make such additional investigations and conduct interviews with any Proposing Entity as it deems necessary to and appropriate in selecting the most responsive and competitive Proposal and may require the submission of additional information.

The DBA also reserves the right to waive any irregularity in any Proposal, and to reject any or all Proposals, should it be deemed in its best interest.

EVALUATION CRITERIA

Qualifications should be as concise and directly to the point as possible. The presentation should be submitted corresponding to the following list of evaluation criteria:

1. Mandatory Form – Affidavit of Non-Collusion must be submitted. **(See Exhibit B).**
2. Mandatory Form – Resolution of Authority must be submitted. **(See Exhibit I).**
3. A description of any Affirmative Action Program of the Respondent and resolution of any sanction regarding such an Affirmative Action Program. **(Mandatory statement to be submitted on company or individual letterhead).**
4. The Respondent shall identify any pending or threatened litigation and/or regulatory action that could have an adverse impact on the Respondent's ability to perform the requested services. **(Mandatory statement to be submitted on company or individual letterhead).**

PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT

5. Technical competence of key personnel expected to be assigned to the contract, including summaries of experience in the required activities and educational background. **(10) Points**

6. Experience and familiarity with all core aspects of the proposed projects, including design project management; civil, flood control structures, road, bridge and green infrastructure design; landscape architecture of urban streetscapes; street and; traffic engineering studies. **(15) Points**
7. Capacity and experience of the floodplain designation abatement, component of the team. **(10) Points**
8. Capacity and resources of Team to perform the work. **(10) Points**
9. Team experience indicating the past work efforts of individual team members working collaboratively on past projects to ensure effective delivery of services for this project.
 - a. Describe the professional experience of Respondent, including any professional licensing information.
 - b. The use of consultant project managers is acceptable. The Respondent must identify how any consultant project manager will work with the Respondent. Identify roles and responsibilities.
 - c. The use of a joint venture is acceptable **(10) Points**
10. Experience and familiarity with the City of Detroit, USACE, FEMA, EPA and EGLE and their programming, design, right-of-way, bidding, contracting and construction standards and practices. **(5) Points**
11. References and pre-qualifications and certifications. **(5) Points**

Maximum points for Phase One Criteria not to exceed sixty-five (65) points.

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Additional points will be provided for Respondents that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) for the following:

Detroit Headquartered Business	(15) Points
Detroit Based Business	(5) Points

NOTE: Maximum of (15) Points for this section.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Additional points will be provided for Respondents and Consultants that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) for the following:

Detroit Headquartered Business	(20) Points
Detroit Based Business	(10) Points

NOTE: Maximum of (20) Points for this section.

EVALUATION PROCEDURE

After evaluation of the qualifications submitted under this request, the DBA will open the Proposals of the Respondents who are deemed by the DBA to be most qualified, and all other Proposals will be returned unopened. The most qualified Respondents may be interviewed, in the sole discretion of the DBA. A contract will be awarded based upon qualifications and the submitted Proposals.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All Proposals which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

The Consultant shall adhere to following time schedule:

TENTATIVE TIME SCHEDULE

Advertise RFQ/P:	July 231, 2026
Pre Proposal Conference:	August 7, 2026
RFQ/P Submittals Due:	August 28, 2026
Approval of the contract (tentative):	September 24, 2026
Authorization to Proceed:	September 30, 2026

* The dates shown are projected schedule dates, actual dates may vary.

All Respondents submitting Qualifications and Proposals by the published deadline will be notified by mail of the individuals or companies placed on the short list.

SECTION 8 – COMPLETENESS CHECKLIST

**RESPONDENT SHALL INCLUDE THIS COMPLETED CHECKLIST IN THE RFP ALONG
WITH ALL DOCUMENTS IN THE ORDER INDICATED ON THIS CHECKSHEET**

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section 6A- Statement of Qualifications Form (Envelope No. 1)	
Section 6B- Proposal Form (Envelope No. 2)	
Section 6C- Business Information Questionnaire (Envelope No. 1)	
Exhibit A – Monthly Progress Report	
Exhibit B – Forms, Affidavits, & Documentation Checklist (Envelope No. 1)	
Forms and Affidavits	
1. Certificate of Authority (Envelope No. 1)	
2. Amendment Form (Envelope No. 1)	
3. Consolidated Affidavits	
I. Hiring Policy Compliance (Envelope No. 1)	
II. Slavery Era Records & Insurance, & Prison Industry & Immigration Detention System Records & Interests Disclosure (Envelope No. 1)	
III. Covenant of Equal Opportunity (Envelope No. 1)	
IV. Statement of Political Contributions & Expenditures (Envelope No. 1)	
Documentation	
4. Sample Employment Application	
5. Income & Revenue Tax Clearance	
6. Three (3) years Financial Information	
7. System of Awards Management (SAM)	

EXHIBIT A

FORMAT FOR THE MONTHLY PROGRESS REPORT DETROIT BUILDING AUTHORITY CAPITAL PROJECTS

I. Executive Summary:

- A. A brief description of the Project.
- B. A written summary of the Progress to Date, including a listing of any known problems that may cause delay or additional cost to the Project and Project completion percentage.
- C. A written summary of the Project Budget indicating the authorized project funds, amounts encumbered,
- D. An updated Cash Flow projection.
- E. A written summary of the project schedule.

II. Project Status Report Attachments:

- A. Review of current status.
 - 1. Architecture and Engineering.
 - 2. Construction, including average daily on site construction personnel and status of work in progress broken, down by trades and project safety report.
 - 3. Identify issues which may have an impact on the project schedule.
 - 4. Project meeting minutes.
- B. A Project Data Sheet with budget breakdown for the following categories (see Budget Sheet):
 - 1. The structure (general, mechanical, electrical) with a separate line item for telecommunications.
 - 2. Services from five feet outside of structures (sewers, water supply, gas, electrical service, etc.).
 - 3. Site improvements (roads, walks, grading, etc.).
 - 4. Furnishings (furniture, movable equipment, etc. not considered part of the structure nor requiring fixed mechanical and/or electrical services).
 - 5. Professional fees, surveys, site investigations, fees for project management consultants, etc.
 - 6. Project contingencies.
 - 7. Total project cost (cannot exceed authorized amount).
- C. Each of the above categories is to be broken down further to reflect the following:

Approved Budget (dated)	Current Contract Amount
Bids	Payments to Date
Initial Contract Amount	Balance to be paid
Change Orders	

Each of the trades, material suppliers, subcontractors, code review fees, telecommunications, etc. amounts are to be listed as line items and broken down.

- C. A Change Order Report listing the following:
 - 1. The Change Order Number
 - 2. Change Order Title
 - 3. Explanation
 - 4. Amount

- E. A Request for Information (RFI) Log.
- F. An original approved, (submitted at the start of construction) and an updated Project Schedule indicating all activities for the project.

EXHIBIT B

FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST

Any contract/purchase order resulting from this solicitation shall include the forms indicated below. Contractor shall complete the required forms and return them, along with the required documentation and the checklist, with the signed bid/proposal document. Failure to submit the completed forms and documentation may be a basis for rejection of your proposal.

	Forms and Affidavits
☐	1. Certificate of Authority -complete only one (1)
☐	2. Amendment Form
☐	Consolidated Affidavits HIRING POLICY COMPLIANCE SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE COVENANT OF EQUAL OPPORTUNITY STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

	Documentation	Instructions for Completion
☐	4. Sample Employment Application	Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract.
☐	5. Income and Revenue Tax Clearance	Approved clearances are not required to submit a response to the RFQ/P but will be required of the successful respondent prior to contract approval. Submit requests for clearances electronically via link in the bid provided. Attach evidence showing you have submitted or received clearances. Please use the below URL to complete the Income Tax and Account Receivables Clearance process: http://bit.ly/detroitclearances
☐	6. Three (3) years Financial Information	Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please do not submit your tax returns.
☐	7. System of Awards Management (SAM)	Attach a PDF screenshot to show proof of registration, or of SAM documentation. Instructions for registering are provided in this Attachment, "SAM.GOV Registration Steps") If using Grant funds.

CERTIFICATE OF AUTHORITY

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)

_____, a _____
(complete name of corporation) (state of incorporation)

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

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

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

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20____.
CORPORATE SEAL
(if any)

Corporation Secretary

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

LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY

I, _____, a Manager or Member of
(name of manager)

_____, L.L.C, a limited liability company (the "Company"), **DO HEREBY**
(name of company)

CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

_____	_____
_____	_____
_____	_____
_____	_____

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

IN WITNESS THEREOF, I have set my hand this _____ day of ___, 20____.

COMPANY SEAL
(if any)

Manager or Member

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

PARTNERSHIP CERTIFICATE OF AUTHORITY

I, _____, A General Partner in _____,
(name of general partner)

a _____ County, _____ Partnership ("the Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership

Agreement dated _____, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on _____

and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by a general partner shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that the following persons are General Partners:

_____	_____
_____	_____
_____	_____
_____	_____

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20_____.

CORPPORATE SEAL
(if any)

General Partner

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

UNINCORPORATED ASSOCIATION
CERTIFICATE OF AUTHORITY

I, _____, Secretary of _____, (name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full (date of meeting)

Force and effect:

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

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.
CORPORATE SEAL
(if any)

Association Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON

AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.

AMENDMENT FORM

Project/ RFP No.: HRD CDBG-DR Floodplain Consulting Services

Project Title: _____

The undersigned acknowledges receipt of the following amendments to the request for Proposal (RFQ/P) document:

Amendment No. _____, Dated _____ Company

Name: _____

Authorized Signature: _____

Name: _____
(Print)

Title: _____

Date: _____

CONSOLIDATED AFFIDAVITS

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

I. HIRING POLICY COMPLIANCE

I, being duly sworn, state that I am the _____ of

__, and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, **I HAVE ATTACHED A COPY OF THE APPLICATION** that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE. YOU MUST COMPLETE EACH ITEM (4,5, 6 AND 7).

1. Name of Contractor: _____

2. Address of Contractor: _____

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit Submission? _____ No _____ Yes, on: _____
(Date of prior submission)

5. ___ Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

OR

___ Contractor has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

OR

___ Contractor has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

7. ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor’s possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

III. COVENANT OF EQUAL OPPORTUNITY

I, _____ being a duly authorized representative of _____, (hereinafter “Contractor”), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under Section 23-2-6 of the 2019 Detroit City Code.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to Section 23-4-11(e) of the 2019 Detroit City Code.

RFP/Contract No.: HRD CDBG-DR Floodplain Consulting Services

IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

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

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

SIGNATURES AND ACKNOWLEDGEMENT:

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

Sign name: _____

Print name: _____

Title: _____

STATE OF MICHIGAN)
_____ COUNTY)

Sworn and subscribed to before me on _____, 20__, by, _____
Date Name

the _____ of _____.
Title Contractor

Sign: _____

Print: _____

Notary Public, _____ County, Michigan

Acting in _____ County

My Commission Expires: _____

Required Documentation

Sample Employment Application

Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract

Income and Revenue Tax Clearance

Approved clearances are not required to submit a response to the RFQ/P but will be required of the successful respondent prior to City Council approval. Submit requests for clearances electronically via a link provided. Attach evidence showing you have submitted or received clearances.

Please use the below URL to complete the Income Tax and Account Receivables Clearance process:

<http://bit.ly/detroitclearances>

Three (3) Years Financial Information

Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please **do not** submit your tax returns.

System of Awards Management

Attach a PDF screenshot to show proof of registration, or of SAM documentation. (grant funds only).

EXHIBIT C
(ENVELOPE NO. 1 QUALIFICATIONS)

NON-COLLUSION AFFIDAVIT OF PROPOSER

DETROIT BUILDING AUTHORITY – HRD CDBG-DR Floodplain Consulting Services (DBA #12-FL25/CPO #6007519)

State of _____

ss

County of _____

Being first duly sworn, deposes and says that:

1. She or he is

_____,
(owner, member, partner, officer, representative, or agent)

of the proposer that has submitted the attached proposal.

2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal.
3. Such bid is genuine and is not a collusive or sham Proposal.
4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026

My Commission Expires:

Name / Title

witnessed by _____

Authorized Agent of the Proposing Entity

witnessed by _____

EXHIBIT D

SECTION 8 – FORM OF PROFESSIONAL SERVICES AGREEMENT

The Terms and Conditions Stated in the Form of Agreement shall apply to this RFQ/P

CITY OF DETROIT BUILDING AUTHORITY

PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated and made effective as of this ____ day of _____, 20__, by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority"), and _____, a Michigan _____, located at _____, _____ (hereinafter called the "Professional Contractor").

WITNESSETH:

WHEREAS, the Authority desires to engage the Professional Contractor to _____ (the "Project") , which Project is funded in whole or in part with Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds received by the City of Detroit from the United States Department of Housing and Urban Development ("HUD") through the Disaster Relief Supplemental Appropriations Act 2023, and is therefore subject to all applicable federal laws, regulations, and requirements set forth herein; and

WHEREAS, the services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and Exhibit A; and

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

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

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

ARTICLE I

Engagement of Professional Contractor

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

1.02 The relationship of the Professional Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Documents and Dispute Resolution

2.01 The Professional Contractor warrants that its performance of the Services set forth in Exhibit A shall be of a professional standard of care and skill recognized to be the standard commonly accepted by practicing members of its profession. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

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

2.03 The Professional Contractor agrees to provide copies of any documents as part of the Services, if requested by the Authority.

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

ARTICLE III

Contract Term

3.01 The Services to be performed by the Professional Contractor pursuant to the terms of this Agreement shall begin on the date that a Notice to Proceed is sent by the Authority to the Professional Contractor (the "Effective Date") and shall be complete not later than _____ (the "Contract Term"), unless the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV Compensation

4.01 The Authority agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a fee not to exceed and ____/100 (\$_____) Dollars. Compensation shall only be paid for Services adequately and competently performed, and shall be conditioned on approval and determinations of eligibility from U.S. HUD, or the City of Detroit as the recipient of CDBG-DR funds. Professional Contractor shall provide a Budget, which shall be attached as Exhibit B, and which shall establish budget line items for the cost of the project. The Authority shall authorize the budget within thirty (30) days of signing this Agreement. All requested modifications to the approved Budget shall be requested through change orders, and shall require written approval from a party authorized to represent the Authority in such matters. The Authority shall not issue payment for any costs that exceed the Budget line items or Authority-approved change orders, and any work performed beyond those Budget line items or approved change orders shall be deemed ineligible.

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

4.03 Any additional services requested by the Authority of the Professional Contractor shall be payable as mutually agreed upon in writing between the Authority and the Professional Contractor. The Professional Contractor shall not commence any additional services until it has received prior written authorization from the Authority, and any additional services that exceed the budgeted contingency shall require prior written approval from the City's Housing and Revitalization Department. The Professional Contractor shall not be entitled to compensation for any additional services performed without such prior written authorization.

ARTICLE V Method of Payment

5.01 Payment for the proper performance of Services required hereunder shall be made following submission by the Professional Contractor of an invoice for payment. The invoice shall include the following information:

- (a) The total cost of equipment provided to the Project to date.
- (b) The date of performance of the Services.
- (c) A description of the Services rendered for that billing period.

- (d) Such additional supporting documentation as may be required by the Authority or HUD to substantiate the eligibility and reasonableness of costs for which payment is requested.

5.02 The Professional Contractor shall be paid for the proper performance of Services approved by the Authority in accordance with the payment schedule attached to Exhibit A hereto.

5.03 Acceptance of final payment by the Professional Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Professional Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence, delay or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Professional Contractor relating to or arising from the Agreement and not otherwise waived by the Professional Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof and the value of each item included in the claim. Unless the Professional Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Professional Contractor, the Professional Contractor will have waived such claims and the right to assert the claims.

ARTICLE VI

Assignments, Subcontracting

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

6.02 If Authority grants approval for Professional Contractor to enter into subcontracts associated with the project, the Professional Contractor shall ensure that all agreements with subcontractors, subconsultants, or any other third parties engaged to perform work under this Agreement contain provisions that bind such parties to all duties, obligations, requirements, and compliance responsibilities imposed on the Professional Contractor under this Agreement, including all applicable federal statutes, regulations, executive orders, and HUD program requirements. The Professional Contractor shall be responsible for enforcing these flow-down provisions and shall remain fully liable for the performance, compliance, and conduct of all subcontractors as if such work were performed directly by the Professional Contractor.

ARTICLE VII

Termination

7.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor at least fifteen (15) days before the Effective Date of the termination, should the Professional Contractor: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; (2) violate any of the covenants, agreements, or stipulations of this Agreement; (3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or (4) admit in writing its inability to pay its debts generally as they become due, or (5) fail to comply with any applicable federal, state, or local law or regulation. The Professional Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorneys' fees. The Authority may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Professional Contractor is determined. It is expressly understood that the Professional Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Professional Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. The rights provided to the Authority in the event of the Professional Contractor's breach as set forth in Section 7.01 shall be equally provided to the Professional Contractor. In such event, the Professional Contractor shall be entitled only to payment for Services properly rendered and accepted by the Authority through the effective date of termination, including any retainage, but shall not be entitled to any other damages, lost profits, or consequential damages.

7.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VII, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the Authority relating to the commitments

which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the Authority or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Professional Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder.

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

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

7.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement shall become the

Authority's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. The Professional Contractor shall promptly deliver to the Authority all of such property and the Authority shall return all the Professional Contractor's properties to it. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Professional Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Professional Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

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

ARTICLE VIII Amendments

8.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Professional Contractor, or require the Professional Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the Authority and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Professional Contractor shall not be required to perform in accordance with any requested Amendment until compliance with Section 8.02 is met.

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

ARTICLE IX Conflict of Interest

9.01 The Professional Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof. If after award the Professional Contractor discovers any conflict of interest with respect to this Agreement, the Professional Contractor shall make an immediate and full written disclosure to the Authority, which shall include a description of the action which the Professional Contractor has taken or intends to take to eliminate or neutralize the conflict. If the Professional Contractor was aware of any conflict of interest before the award of this Agreement and intentionally did not disclose the conflict, the Authority may terminate this Agreement for default. The provisions of this Article shall be included in all subcontracts and consulting agreements entered into by the Professional Contractor in connection with this Agreement.

ARTICLE X Confidential Information

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

ARTICLE XI Indemnity

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

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Professional Contractor now existing or hereafter created, or their agents and employees.

- (b) Any failure by the Professional Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Professional Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.
- (d) Any violation by the Professional Contractor or any of its personnel, employees, agents, consultants or subcontractors of any applicable federal, state, or local law, rule, or regulation, including but not limited to HUD regulations, determinations of ineligibility of Services, CDBG-DR requirements, Davis-Bacon Act requirements, Section 3 requirements, environmental review requirements, or any other cross-cutting federal regulation applicable to the Project.

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

11.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor, upon notice from the Authority, shall at the Professional Contractor's sole cost and expense, resist or defend the same to the degree of Professional Contractor's fault with counsel of the Professional Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

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

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

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

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

ARTICLE XII Insurance

12.01 It is agreed, prior to the execution of this Agreement by the Professional Contractor, Professional Contractor shall provide the Authority with evidence of the following occurrence based liability insurances in amounts no lower than those required under Section 12.02 and 12.03.

12.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances (and shall require each of its subcontractors to procure and maintain the same):

- (a) Worker's Compensation insurance which meets Michigan statutory requirements and Employers Liability insurance with minimum limits of \$500,000.00 each accident. The Professional Contractor agrees that it will obtain a similar covenant with respect to Worker's Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor. This insurance is mandatory if the Professional Contractor has employees.
- (b) Professional Liability (errors and omissions) insurance with minimum limits of \$2,000,000 each claim. This insurance shall be kept in force and effect for six (6) years after receipt of final payment by the Professional Contractor to the extent such insurance is commercially available to the Professional Contractor for the duration of the six (6) year period; * and
- (c) Automobile liability insurance covering all owned, non-owned, or hired automobiles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage each occurrence, including personal and property protection insurance and residual liability insurance under This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.

*Professional Liability insurance may be obtained on claims made basis, but the Professional Contractor will be required to maintain said insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Professional Contractor.

12.03 If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Authority, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the Authority.

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

12.05 Certificates of insurance evidencing all required coverage shall be submitted to the Authority prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

12.06 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

12.07 Unless prohibited by law, all policies of insurance required herein shall name the Authority and the City as additional insureds. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the Professional Contractor's ongoing work or operations performed for the additional insured under the terms of this Agreement. The commercial general liability policy shall state that the Professional Contractor's insurance is primary and not excess over any insurance already carried by the Authority or the City and shall provide blanket contractual liability insurance for all written agreements and contracts. All other policies of insurance required herein shall also name the Authority and the City as additional insureds, unless prohibited by law.

ARTICLE XIII Fair Employment Practices

13.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220) the

Professional Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

13.02 The Professional Contractor agrees to comply with all rules and procedures adopted by the Human Rights Department. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City of Detroit pursuant to this Article.

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

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

13.03 The Professional Contractor further agrees that it will notify any subcontractor of its obligations relative to nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Professional Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

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

ARTICLE XIV

Notices

14.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this

Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

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

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

If to Professional
Contractor:

14.02 Notices shall be deemed received three (3) days after the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XV
Representations and Warranties

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

- (a) The Professional Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Professional Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Professional Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Professional Contractor.
- (d) Professional Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement,

Professional Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.

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

operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Professional Contractor and/or Professional Contractor's ability to perform the Services in accordance with this Agreement.

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

ARTICLE XVI

Office of the Inspector General

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

16.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

16.03. A fine shall be assessed to the Authority in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Authority, and its

representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

16.04. Pursuant to Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

16.05. 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.

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

ARTICLE XVII Miscellaneous

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

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

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

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

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

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

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

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

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

17.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Authority's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the Authority may, at its option, terminate this Agreement, pursuant to Article VII herein.

17.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities

or commissions, their officers, agents and representatives and employees now existing or hereafter created.

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

17.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Professional Contractor a confirmed copy of this Agreement.

17.14 [INTENTIONALLY OMITTED].

17.15 Professional Contractor acknowledges and agrees that it shall maintain full and complete books, ledgers, journals, accounts, documents, and other records in auditable form containing entries for all actions taken pursuant to this Agreement. The Authority, the City of Detroit, HUD, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to and the right to audit, examine, and make copies of all such records during normal business hours. All such records shall be maintained for a period of four (4) years following the later of the completion of the Project or the termination of this Agreement, or for such longer period as may be required by applicable law or regulation. The Authority shall also be permitted to assign its right to audit to its designee, including the Detroit City Council and the City Auditor General. The provisions of this Section shall survive the termination of this Agreement.

17.16 Professional Contractor and each of its subcontractors, if any, shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and 40 USC 3145, as supplemented by Department of Labor regulations (29 CFR Part 3). The Professional Contractor is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which it is otherwise entitled. The Professional Contractor and each subcontractor shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period, as required by 29 CFR Part 3. Professional Contractor shall insert substantially similar language to the language in this Section in all subcontracts to ensure compliance by any of its subcontractors with the terms of this Section.

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

ARTICLE XVIII Federal Law Compliance

1.18 The Professional Contractor hereby agrees to the following:

18.01 The Professional Contractor acknowledges that this Agreement is funded in whole or in part with federal funds made available through the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”) program, and the Professional Contractor agrees to comply, and to cause its consultants, subcontractors and lower-tier subcontractors to comply, with all applicable federal statutes, rules, regulations, executive orders, HUD requirements, and other requirements governing the use of such funds, as the same may be amended from time to time, including all requirements incorporated in the Interagency Funding and Services Coordination Agreement between the City of Detroit and the Authority applicable to the Services.

18.02 The Professional Contractor shall perform all Services in accordance with the Scope of Services as attached hereto and in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including all HUD CDBG-DR requirements applicable to the Project and the Services. The Professional Contractor shall obtain and maintain, at its sole cost and expense, all approvals, permits, licenses and certifications required for the lawful performance of the Services.

18.03 In addition to the insurance requirements set forth in Article XII, if required by the Authority or by applicable federal requirements, the Professional Contractor shall furnish and maintain performance bonds, payment bonds and such other bonds or security as may be required by law, by the Authority, or by the applicable federal funding requirements. If required by the Authority, the Professional Contractor shall also procure and maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, Automobile Liability insurance with a combined single limit of not less than \$1,000,000, pollution liability insurance where applicable to the Services, and such other insurance as the Authority may reasonably require. The Authority and the City shall be named as additional insureds on all policies where permitted by law and where commercially available for the applicable line of coverage.

18.04 The Professional Contractor shall comply with all applicable federal cross-cutting requirements, including, to the extent applicable to the Services, Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 C.F.R. Part 75; Minority Business Enterprise, Women Business Enterprise and Veteran-Owned Enterprise outreach and participation requirements; the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 109 of the Housing

and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Architectural Barriers Act; the Age Discrimination Act of 1975; Executive Order 12898 concerning environmental justice; the National Environmental Policy Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act, if applicable; the National Historic Preservation Act; Occupational Safety and Health Act requirements; the Hatch Act; 2 C.F.R. § 200.318 and 24 C.F.R. § 570.611 concerning conflicts of interest; 2 C.F.R. § 200.322 concerning domestic preferences for procurements; and all other applicable federal requirements relating to the Project.

18.05 To the extent applicable to the Services, the Professional Contractor shall comply with all applicable federal labor standards and wage requirements, including the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, the Byrd Anti-Lobbying Amendment, and all rules, regulations, wage decisions, reporting obligations, certifications and contract clauses required thereunder. The Professional Contractor shall be solely responsible for payment of all applicable wages, fringe benefits and overtime compensation required by law.

18.06 Without limiting Article XIII, the Professional Contractor shall not discriminate against any employee, applicant for employment, beneficiary, or other person on the basis of race, color, religion, creed, national origin, age, sex, sexual orientation, gender identity, marital status, handicap, disability, familial status, public assistance status, or any other classification protected by applicable law, and shall comply with all applicable federal, state and local equal opportunity and non-discrimination requirements.

18.07 The Professional Contractor represents, warrants and certifies that neither it, nor any of its principals, affiliates, consultants or subcontractors participating in the Services, is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from participation in federally funded transactions. The Professional Contractor shall immediately notify the Authority in writing if at any time during the term of this Agreement it learns that any such certification was erroneous when made or has become erroneous by reason of changed circumstances. The Professional Contractor shall not retain any subcontractor or consultant that is debarred, suspended, or otherwise ineligible for federal contracts or assistance.

18.08 The Professional Contractor shall comply with all Section 3 requirements applicable to the Project and shall, to the greatest extent feasible, provide training, employment, contracting and other economic opportunities generated by the Project to low- and very low-income persons and to Section 3 business concerns, all in accordance with 24 C.F.R. Part 75 and applicable City requirements. The Professional Contractor shall prepare, maintain and submit all Section 3 reports, certifications and supporting documentation required by the Authority or the City.

18.09 The Professional Contractor shall maintain complete and accurate books, records, documents, payrolls, accounts and other evidence pertaining to the Services, costs, invoices, compliance with applicable law, and performance under this Agreement,

in such form as may be required by the Authority, the City, HUD, the Comptroller General of the United States, the Inspector General, or any other duly authorized governmental entity. Such records shall be retained for not less than six (6) years after final payment, termination, expiration, final closeout of the federally funded Project, or for such longer period as may be required by applicable law, audit resolution, litigation hold, claim, or instruction of the Authority or the City. The Professional Contractor shall provide such reports, including quarterly performance reports and supporting documentation, as the Authority or the City may require for audit, review, monitoring, reimbursement, or Disaster Recovery Grant Reporting system reporting purposes.

18.10 In addition to the audit rights set forth in Section 17.15, the Professional Contractor shall permit the Authority, the City, HUD, the Comptroller General of the United States, the Office of Inspector General, and their respective authorized representatives, upon reasonable notice and during normal business hours, to inspect, monitor, audit, examine and copy any books, records, documents, papers and records of the Professional Contractor pertaining to this Agreement and the Services, and to interview personnel of the Professional Contractor in connection therewith.

18.11 No change order, modification or amendment affecting the Scope of Services, compensation, schedule, or any other material term of this Agreement shall be effective unless approved in writing in accordance with Article VIII and, where required by the applicable funding requirements or by the Authority, approved in writing by the City. The Professional Contractor shall not perform any changed or additional Services without such prior written approval.

18.12 In addition to any termination rights otherwise provided in this Agreement, the Authority may terminate this Agreement immediately upon written notice, in whole or in part, if the Professional Contractor violates any applicable federal requirement, makes a material misrepresentation or certification under this Article XVIII, is determined to be ineligible to participate in a federally funded contract, fails to maintain required records, or otherwise places the CDBG-DR funding for the Project in jeopardy. The rights and remedies of the Authority under this Section shall be cumulative and in addition to all other rights and remedies available at law, in equity, or under this Agreement, including withholding of payments, setoff, recovery of disallowed costs, and damages.

18.13 The Professional Contractor shall avoid all actual or apparent conflicts of interest and shall comply with all applicable conflict of interest laws and regulations, including 2 C.F.R. § 200.318 and 24 C.F.R. § 570.611. The Professional Contractor shall promptly disclose in writing to the Authority any actual, potential or apparent conflict of interest involving the Professional Contractor, any consultant, subcontractor, lower-tier subcontractor, employee, officer, principal, or agent. Any violation of applicable conflict of interest, anti-kickback, anti-bribery, gratuity or ethics laws shall constitute a material breach of this Agreement.

18.14 The Professional Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Professional Contractor, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement, or the extension, continuation, renewal, amendment or modification thereof. If any funds other than federal appropriated funds have been paid or will be paid for any such purpose, the Professional Contractor shall complete and submit any certifications and disclosures required by law.

18.15 The Professional Contractor shall comply with the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended, if this Agreement exceeds \$150,000 or if otherwise required by law, and shall report any violations to the Authority and the appropriate federal agency as required by law.

18.16 To the extent applicable, the Professional Contractor shall comply with 2 C.F.R. § 200.322 concerning domestic preferences for procurements and the Build America, Buy America Act requirements, and shall use domestic products, materials and supplies to the extent required by applicable federal law, regulation, waiver, or guidance.

18.17 The Professional Contractor shall cooperate fully with the Authority, the City, the City of Detroit Office of Inspector General, the Board of Ethics, HUD, and any other governmental authority having jurisdiction in connection with any review, monitoring activity, investigation, audit, inquiry or proceeding relating to the Project, the Services, this Agreement, or the use of federal funds.

18.18 The Professional Contractor shall include in every subcontract, consultant agreement and lower-tier agreement relating to the Services all provisions necessary to ensure full compliance with this Article XVIII and all other applicable federal, state and local requirements. The Professional Contractor shall remain fully responsible for the compliance of all consultants, subcontractors and lower-tier subcontractors with the requirements of this Agreement, and no subcontract shall relieve the Professional Contractor of any duty or obligation hereunder.

18.19 The Professional Contractor shall execute and deliver such additional certifications, affidavits, forms and assurances as the Authority or the City may from time to time require in order to document compliance with applicable federal, state and local requirements, including certifications concerning debarment and suspension, lobbying, Section 3, labor standards, domestic preference, conflict of interest, and equal opportunity requirements.

18.20 In the event of any conflict between the provisions of this Article XVIII and any other provision of this Agreement, the provision imposing the greater obligation on the Professional Contractor, or required by applicable federal law or the applicable funding requirements, shall control to the extent necessary to preserve compliance with such law or funding requirements.

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

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

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

By: _____

Its: Chairman

By: _____

Its: Treasurer

_____, a
Michigan _____

By: _____

Its: _____

APPROVED AS TO FORM:

General Counsel, City of Detroit
Building Authority

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PROPOSED BUDGET