

INTERAGENCY FUNDING AND SERVICES COORDINATION AGREEMENT
(Lower East-Side Flood Mitigation)

THIS INTERAGENCY FUNDING AND SERVICES COORDINATION AGREEMENT (the “**Agreement**”) made effective as of the date that the Agreement has been approved by the Detroit City Council and the Chief Procurement Officer of the City of Detroit, as provided on the signature page hereof (the “**Effective Date**”), by and between the CITY OF DETROIT, a Michigan municipal corporation (the “**City**”), acting by and through its Housing and Revitalization Department and the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate of the State of Michigan (the “**Authority**”), each referred to individually as a “**Party**” and occasionally referred together as the “**Parties**”.

RECITALS

A. The Authority has been incorporated in accordance with the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the “**Act**”), for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating or maintaining a building, including, but not limited to, health and public safety facilities, automobile parking lots or structures, independently or adjunct to other buildings, recreational facilities, stadiums, and the necessary sites therefor, and, facilities necessary or convenient for the effective use thereof, for the use of any legitimate public purpose of the City.

B. The City of Detroit has received an award from the United States Department of Housing and Urban Development (“**HUD**”) of Community Development Block Grant – Disaster Recovery (“**CDBG-DR**”) funds through the Disaster Relief Supplemental Appropriations Act 2023 to respond to a presidentially declared disaster, as set forth in the City’s CDBG-DR Action Plan approved by HUD.

C. The City desires to engage the Authority to perform certain design, engineering and construction activities related to the flooding and floodplain mitigation projects for Jefferson Chalmersas more particularly set forth herein.

D. The Authority is willing to perform such design, engineering and construction activities pursuant to the terms set forth herein.

NOW THEREFORE, in consideration of the covenants contained herein, the City and the Authority agree as follow:

1. **Engagement of the Authority; Scope of the Project.**

a. The City hereby engages the Authority, and the Authority hereby agrees to perform those certain design, engineering, and construction activities related to Jefferson Chalmers flooding and floodplain mitigation projects (the “**Project**”), all as more particularly set forth in the Scope of Work attached hereto as Exhibit A (the “**Scope of Work**”).

b. All change orders to the Project or the Scope of Work shall require the prior written approval of the Chief Financial Officer of the City or her designee prior to commencement of work related to such the change order.

c. The City and the Authority each acknowledge and agree that the Scope of Work contains certain elements regarding the construction of specific flooding prevention and floodplain mitigation projects described in the Scope of Work as “Project 3”, the specific nature and extent of which are subject to the results of the studies, reporting, and public engagement to be completed by the Authority described in the Scope of work as “Project 2” . The Authority shall not commence any activities described in the Scope of Work under “Project 3”, and the City shall have no obligation to reimburse the Authority for any such work unless and until the Authority receives the written approval by the City of Detroit of the specific flooding prevention and floodplain mitigation projects will be implemented with any remaining Project Funds (as defined herein). Such written approval shall be in the form of an amendment to this Agreement, which must be duly authorized by a resolution of the Detroit City Council, specifying the preferred flooding prevention and floodplain mitigation project elements to be implemented.

2. Term of the Agreement.

a. This Agreement shall commence upon the Effective Date and shall expire on December 31, 2030 unless otherwise terminated pursuant to Section 9 hereof.

b. The Authority shall have no authority to start work on the Project and no payments shall be authorized by the Office of the Chief Financial Officer of the City of Detroit, and the City shall not be liable for reimbursement for any material or service purchased, or payment for any cost incurred by the Authority, or any service rendered by the Authority which are purchased, incurred or rendered prior to the Effective Date and the Detroit City Council’s adoption of a resolution approving of this Agreement.

3. Project Funds; Use of Project Funds.

a. As part of the City’s CDBG-DR Action Plan, HUD has approved the use of Twenty Million and 00/100 dollars (\$20,000,000.00) (the “**Project Funds**”) to pay for the costs of the Project. The Project Funds are currently available with the City’s Housing and Revitalization Department and have been secured and encumbered through the following funding account number: 2121-21528-362310-617901

b. The Project Funds shall be paid to the Authority to reimburse the Authority for its actual costs of performing the Project, including the costs of actual architects, engineers, environmental consultants, contractors and subcontractors engaged by the Authority to perform the Project, in the manner set forth in Exhibit B attached hereto. The Project Funds are the total amount of funds which shall be available for the Project and the Authority shall not be entitled to any compensation for its performance of the Project except as set forth herein and as paid from the Project Funds.

4. Responsibilities of the Authority.

a. The Authority shall manage the Project and all work performed in furtherance of the Project for and on the behalf of the City. The Authority shall be responsible for all progress and final inspections, for all general administrative functions, and for maintaining all documentation and all reports in relation to the Project. The Authority shall require and secure from its contractors, subcontractors, and consultants engaged pursuant to this Agreement and performing any part of the

Project (individually, a “**Contractor**”, and collectively, the “**Contractors**”) (i) all necessary and proper bonds to guarantee the performance of said Project, (ii) all necessary affidavits and resolutions required to contract with the City, and (iii) all workers' compensation, employer's liability, commercial general liability (Broad Form Comprehensive), automobile liability, and pollution liability insurance policies (as required) in such amounts, with such features, and in such form as set forth and specified in Section 4 hereof, or as may be required by law.

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

c. The Authority shall meet with this City's Housing and Revitalization Department on at least a monthly basis during the term of the Project to review the project status, contracts out for bid, the status of outstanding contracts, and construction progress. The Authority shall provide copies of all bid solicitations, bids or estimates, and procurement contracts to the City within five (5) days of request by the City.

d. The Authority shall perform the Project on the timeline included within the Scope of Work, and cause all work for the Project to be completed within three (3) years from the Effective Date.

e. The City shall be responsible for informing the Authority of whether the CDBG-DR funding is awarded for an activity to address an unmet recovery need, a mitigation and resilience measure, or both. For recovery activities, the Authority must demonstrate that their activities “tie-back” to the 2023 Disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the Authority must document how its activities (1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the City mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-DR eligible activity under title I of the Housing and Community Development Act of 1974 (as amended) (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. The City may require the Authority to provide evidence of the activity meeting both the CDBG-DR “tie-back” and mitigation measures justification. Whether certain activities are designated as addressing an unmet recovery need, a mitigation and resilience measure, or both is specified in Exhibit A attached hereto.

f.

5. **Responsibilities of the City.**

a. The City shall be responsible for providing such plans and specifications and other information as may be reasonably required for the Authority to perform the Project.

b. City agrees to grant the Authority such access to the City-owned property required to perform the Project.

6. **Compliance with Laws.**

a. The City and the Authority covenant and agree that they will not permit the use of the Project in any manner inconsistent with local, state, or federal laws, rules, or regulations now or hereafter in force and applicable hereto. The City will be responsible, at its own expense (which may be through the Project Funds), for any changes or alterations to the Project which may be required at any time to comply with local, state, or federal laws.

b. Authority acknowledges that the Project is being paid for through the use of CDBG-DR funds, which are federal funds and require compliance with certain federal procurement regulations. Authority represents and warrants that it is familiar with and experienced with complying with such federal regulations, and will comply with all federal procurement requirements, including, but not limited to those set forth in Exhibit C, Exhibit D, Exhibit E, and Exhibit F attached hereto.

c. The Authority shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Authority shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

d. The Authority shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155). The Authority must comply with HUD’s requirements for duplication of benefits, imposed by all Federal Register notice, which includes FR-6218-N-01, and all other applicable rules and regulations. The Authority shall carry out the activities under this Agreement in compliance with the City’s policy and procedure to prevent duplication of benefits.

7. **Insurance.**

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

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

		\$500,000.00 minimum, each accident
(c)	Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d)	Automobile Liability Insurance (covering all owned, hired, and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

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

c. Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

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

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

f. If during the term of this Agreement changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

g. All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing the coverage and endorsements as required by this Section 7 shall be in a form acceptable to the City, and shall be submitted to the City prior to the commencement of the services at least fifteen (15) days prior to the expiration dates of expiring policies. In the event that any Contractor receives notice of a policy cancellation, the Contractor shall immediately notify the City in writing.

h. If any work is subcontracted in connection with this Agreement, the Contractor shall require each subcontractor to effect and maintain the types and limits of insurance set forth in this Section 7 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

i. The Contractors shall be responsible for payment of all deductibles contained in any insurance required under this Agreement. The provisions requiring the Contractors to carry the insurance required under this Section 7 shall not be construed in any manner as waiving or restricting the liability of the Contractors under this Agreement.

8. Project Invoices and Payment.

a. All invoices for services performed pursuant to the Scope of Work shall be in a form acceptable to the City (“**Invoices**”). The Authority shall ensure that all invoices are true, complete, correct, and timely submitted to the City as services on the Project are performed. Items not properly invoiced by the Authority to the City will be considered invalid and the City shall have no obligation to pay for such items.

b. Upon execution of the Agreement, the City will authorize such purchase orders, vouchers, or other administrative actions as may be required to reserve the Project funds to pay all valid Invoices as requests for payment are submitted by the Authority to the City for work performed on the Project pursuant to the terms and conditions of this Agreement. Neither the City’s review, approval, nor payment for any of the services provided by the Authority shall be construed to operate as a waiver of any rights under this agreement.

c. Payment under this Agreement will be made on a cost reimbursement basis.- The Authority shall submit invoices for reimbursement consistent with and pursuant to all requirements, including acceptable invoice with sufficient supportive documentation, as set forth in Exhibit B and Exhibit C. Payments to the Authority are governed by and shall comply with 2 CFR 200 Subpart E. Request for reimbursement must be accompanied with all necessary documentation substantiating eligibility of the payment or cost for which reimbursement is requested, or as may be determined by the City. The City may approve payment of Invoices, in whole or in part, upon satisfactory receipt, review and approval of the completed Invoice. The City may request further explanation or documentation and the Authority shall provide such further explanation or documentation immediately upon request. Reimbursement may be contingent upon certification of the Authority financial management system in accordance with the standard specified in 2 CFR 200.

d. The Authority shall reimburse the City for the cost and expense of any City employees which are budgeted for and assigned to the Authority, including but not limited to, the wages paid to such employees, proper allowance for vacation, sick time and the City's contribution to the pension system for such employees, and the City's cost or expense for compensation, insurance or benefits of such employees. Any payment by the City on Invoices for the Project may be reduced by the reimbursement owed by the Authority to the City pursuant to this Section 8.d.

e. Except as provided for by this Agreement, the Authority shall not charge any costs to the City which are related to the Project but have been or will be paid from another source of funding, or have been or will be submitted to another source.

f. The City and the Authority expressly acknowledge and agree that there are no

third party beneficiaries to this Agreement, and that this Agreement shall not be construed to benefit any person other than the City and the Authority.

9. Default; Default Remedies; Termination.

a. The City reserves the right to terminate this Agreement for cause, including the occurrence of an event of default.

b. An event of default shall occur if there is a material breach of this Agreement, and shall include the following:

i. The Authority fails to begin work in accordance with the terms of this Agreement;

ii. The Authority, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Project or the Scope of Work;

iii. The Authority abandons the Project or fails to timely perform any of its obligations under this Agreement;

iv. The City reasonably believes that the Project cannot be completed within the Term and that the delay is attributable to conditions within the Authority's control;

v. The Authority, without just cause, reduces its work force on the Project to a number that would be insufficient, in the judgment of the City, to complete the Project within a reasonable time, and the Authority fails to sufficiently increase such work force when directed to do so by the City;

vi. The Authority assigns, transfers, conveys or otherwise disposes of this Agreement in whole or in part without prior approval of the City;

vii. Any City officer or employee acquires an interest in this Agreement so as to create a conflict of interest;

viii. The Authority violates any of the provisions of this Agreement, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or

ix. The performance of this Agreement, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed;

x. The Authority fails in any of the agreements set forth in this Agreement;

xi. The Authority ceases to conduct business in the normal course; or

xii. The Authority admits its inability to pay its debts generally as they become due.

c. If the City finds an event of default has occurred, the City may issue a notice to the Authority (a “**Notice of Termination for Cause**”) setting forth the grounds for terminating the Agreement. Upon receiving a Notice of Termination for Cause, the Authority shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period to the City’s satisfaction, the Notice of Termination shall be rescinded and this Agreement shall continue in full force and effect. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the City’s delivery of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

d. The City may at any time prior to the termination of this Agreement withdraw a previously issued Notice of Termination for Cause, and in the event of such withdrawal the Agreement shall continue in full force and effect.

e. The Authority shall be liable to the City for any damages which the City sustains by virtue of the Authority breach of this Agreement and any reasonable costs the City might incur in enforcing or attempting to enforce this Agreement. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. Notwithstanding the foregoing, if the Authority makes a written offer to pay any such costs prior to the initiation of litigation or arbitration to enforce the terms of this Agreement, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict, judgment, or future settlement for an amount more than ten percent (10%) above the amount of the Authority’s last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Authority, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Authority is determined. It is expressly understood that the Authority shall remain liable for any damages the City sustains in excess of any setoff.

f. The City's remedies outlined in this Section 9 shall be in addition to any and all other legal or equitable remedies permissible.

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

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

i. Stop work on the Project on the date and to the extent specified in the

Notice of Termination;

ii. Obligate no additional Project Funds beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Project under this Agreement as is not terminated;

iii. Terminate all orders and subcontracts to the extent that they relate to the portion of the Project terminated pursuant to the Notice of Termination;

iv. Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Project, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

v. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to the Project, and a list of all creditors, subcontractors, lessors and other parties, if any, to whom the Authority has become financially obligated pursuant to this Agreement.

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

j. The Authority shall pay to the City, as liquidated damages, one hundred dollars (\$100) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of one thousand dollars (\$1,000.00) established in this Agreement between the City and the Authority, in accordance with Exhibit A, Scope of Services. Said sum, in view of the difficulty of accurately ascertaining the loss with which City will suffer by reason of delay in the completion of the Project hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or to any other remedy provided for in this Agreement or by law. Liquidated damages may be assessed at the sole discretion of the City. For the purposes of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The City may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the City per the above formula above, the Subrecipient shall be liable to pay the difference.

10. **Notices.**

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

If to the City:

City of Detroit
Attention Housing and Revitalization Department
2 Woodward Avenue

Detroit, MI 48201
Attention: Gordon Pearson – CDBG-DR Director

With a copy to: City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Chief Corporation Counsel Transactions

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

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

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

d. The Authority agrees that service of process at the address, and in the manner specified in this Section 10 shall be sufficient to put the Authority on notice of such action, and there Authority hereby waives any claims relative to such notice.

11. Fair Employment Practices

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

b. Compliance with City Laws. The Authority agrees to comply with all rules and procedures adopted by the City, including but not necessarily limited to the City of Detroit Civil Rights, Inclusion, and Opportunity Department (“**CRIO**”), and shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or

indirectly with the performance of the Agreement with respect to his (or her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. The Authority shall promptly furnish any information required by CRIO pursuant to this Section 11.b10.b.

c. Compliance of Contractors. The Authority agrees that it shall notify any of its Contractors of their obligations relative to nondiscrimination and legal compliance under this Agreement when soliciting the same, and shall include the provisions of this Section 11 in any contract, as well as provide the City with a copy of any such contract upon request. With respect to any contract for the procurement of goods and services for the Project, the Authority further agrees to take such action as the City may lawfully direct as a means of enforcing such provisions.

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

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

f. Material Breach. Breach of the covenants in this Section 11 shall be deemed to be a material breach of this Agreement.

12. Amendments.

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

b. Compensation for the project shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Authority shall continue to perform the services under this Agreement until the dispute is resolved.

c. No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and

the City Council and is signed by the Chief Procurement Officer.

13. **Force Majeure.**

a. No failure or delay in performance of this Agreement, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Neither the Authority's economic hardship nor changes in market conditions are considered a Force Majeure Event.

b. Upon the occurrence of a Force Majeure Event, the Authority shall (i) give prompt written notice to the City that the Force Majeure Event has occurred, the anticipated effect on the Authority's performance, and the expected duration of that anticipated effect; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimalized, (iii) keep the City apprised of the Authority's progress in remediating the effects of the Force Majeure Event; and (iii) promptly resume performance under the Agreement.

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

14. **Office of the Inspector General Compliance.**

a. In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Agreement has an interest in the Agreement and fails to disclose such interest. This Agreement shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to this Agreement.

b. 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.

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

d. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in

any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

e. 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.

f. 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.

g. In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.

h. Therefore, it will be the responsibility of the Authority to check the list of debarred contractors in the City's website and confirm that neither the Authority nor the Contractors engaged by the Authority to perform any part of the Project is listed on the City's debarment list, and they will not be using the debarred Contractors to conduct any City business.

i. In accordance with Section 17-5-352 (c) of the Detroit City Code, the Authority shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

15. Board of Ethics Compliance.

a. In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Authority and its Contractors, if any, to cooperate with the Board of Ethics in any investigation.

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

c. The Authority acknowledges that it subject to debarment or any other applicable penalty, if the Authority willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

16. Miscellaneous.

a. The rights, duties and obligations of the City and the Authority, as specified in this Agreement, shall not be assigned, in whole or in part, during the term of this Agreement.

b. Nothing contained herein shall be construed to or be permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit and allow all accounts chargeable against the City.

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

d. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Neither the City nor the City's agents have made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by the Authority by implication or otherwise unless expressly set forth in this Agreement. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement which are not expressly set forth herein, are void.

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

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

g. This Agreement shall be governed by the laws of the State of Michigan. The Authority and the City each agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. The Authority also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

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

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

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

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement to be effective as of the Effective Date.

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

Signed by:
By: Jessica Parker
Name: Jessica Parker
Its: Chairman

CITY OF DETROIT,
a Michigan municipal corporation,

By: Julie Schneider
Name: Julie Schneider
Its: Director, Housing and Revitalization Department

Signed by:
By: Clarence P. Gayles
Name: Clarence P. Gayles
Its: Treasurer

THIS AGREEMENT WAS APPROVED BY THE CITY COUNCIL ON:

_____ Date

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

_____ Date

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

Chief Procurement Officer Date

Corporation Counsel Date

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

EXHIBIT A

PROJECT SCOPE OF WORK

In coordination and agreement with the Authority, the Housing and Revitalization Department (“HRD”) will utilize the information below to inform project eligibility with HUD Community Development Block Grant Disaster Recovery requirements. Contractors will work with HRD to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved.

Project Activity Overview

Project Name: Jefferson Chalmers Flooding and Floodplain Mitigation

CDBG-DR Program eligible activity: MIT - Public Facilities and Improvements – Non-Covered Projects {(24 CFR 570.201(c)}

The National Objective to be achieved for each activity as a result of this Project: Activities benefitting low- and moderate-income persons (“LMI”);

The method of measuring the National Objective, if LMI: LMI Area Benefit – LMA {2 CFR 570.208(a)1}

The number of individuals benefiting as a result of this Project:

- Total beneficiaries: 7,375
- Total low/mod beneficiaries: 4,810

CDBG-DR Flood Mitigation Resilience Measure:

The Jefferson Chalmers Flooding and Floodplain Mitigation is aiding CDBG-DR by: Preventing future flooding due to cyclical and rising Great Lakes levels and aid in the removal of FEMA floodplain designation for the entire Jefferson Chalmers neighborhood and adjacent neighborhoods as noted above. Installation of permanent structures for 3 stop log (aka “temporary, removable dam panel”) sites (or other mitigation option) across Lakewood, Phillip and Fox Creek canals. The stop logs will be installed temporarily during months of high Great Lakes levels, then removed and stored until needed again. Earthwork berms are proposed in Mariners, Riverfront - Lakewood East, AB Ford and Maheras Gentry Parks, and a floodwall at KAM Marine/Bayview Yacht Club is also proposed.

Project Activity Scope of Work Description (“Work”)

Under the CDBG-DR grant fund allocation, the Authority will be responsible for the following three projects:

Project 1: Project Management, including hiring of one staff person to serve as the overall Project Manager. Estimated cost - \$1 Million (over the 6-year grant duration)

The goal of this project is to hire an individual to manage the CDBG-DR-funded flooding and floodplain mitigation projects (to be determined in Project 2), including the duties listed under the roles and responsibilities section.

- Leads the feasibility study, ensuring the deliverables are produced timely and within budget
- Responsible for coordinating meetings between the study team and the public, elected officials, and local/state/federal agencies
- Ensures all project payments are in conformance with Disaster Recovery requirements

- Provides quarterly updates to the Detroit City Council and to the City of Detroit Chief Financial Officer

Project 2: Study of Specific Flooding/Floodplain Mitigation Project Elements. Estimated cost - \$ 2.5 Million (over the 6-year grant duration)

The Authority will issue a Request for Qualifications/Proposals (RFQ/Ps) from qualified firms/teams to provide Preliminary Engineering, Civil Design Engineering, Environmental Due Diligence, and Construction Engineering and Inspection (CE & I) services to include the element development, feasibility (technical, environmental, legal and fiscal) and implementation of scoping, design, construction and construction oversight of capital projects and other activities associated with abating flooding and floodplain designation in the Jefferson Chalmers neighborhood of the City of Detroit, specifically:

1. Jefferson Chalmers Neighborhood boundary: Conner Creek Canal/ Clairpointe Street to the west, E. Jefferson Avenue to the north, Alter Road to the east, and the Detroit River to the south.
2. Fox Creek Canal
3. Phillip Canal
4. Lakewood Canal
5. Harbor Island Canal
6. Klenk Island Canal
7. Conner Creek canal

There is an immediate need to address any existing and expected future flooding with long-term, permanent interventions that may be implemented under Emergency Action Order(s). Currently, it is unclear what the universe of options of public infrastructure and/or private property improvements for the affected areas are. The Authority employee identified in Project 1 above will serve the role as the Program Manager (PM) of Project 2.

Historically, there have been several periodic flooding events (and subsequent studies and investigations) in Jefferson Chalmers (JC). In 2019 and 2020, the neighborhood experienced flooding events that affected private properties (residences and businesses) as well as public facilities such as combined sewerage systems, roads, and parks. Overland flooding as well as sewerage system surcharging occurred. The regional combined sewerage overflow (CSO) conveyance and treatment facilities were also impacted. The City desires to provide resources to fund several projects across Jefferson Chalmers to prevent future flooding, protect public and private facilities and remove areas from the Flood Insurance Rate Maps (FIRMs) currently enacted under FEMA's Flood Insurance Study (FIS).

The selected firm(s) must have experience and familiarity with the United States Housing and Urban Development (HUD) US Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA), United States Fish & Wildlife Service (FWS), Michigan Department of Environment, Great Lakes and Energy (EGLE), and Michigan State Historic Preservation Office (SHPO) programs and permitting processes, as well as the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs Policy Act ("Uniform Act".)

The selected firm(s) will be responsible for developing and designing these projects, most of which will require input from multiple City departments/agencies, including the Housing and Revitalization Department (HRD), Buildings, Safety Engineering and Environmental Department (BSEED), General Services Department (GSD), Department of Neighborhoods (DoNs), Detroit Water and Sewerage Department (DWSD), Department of Public Works (DPW), Planning & Development Department (PDD), Detroit Economic Growth Corporations (DEGC), Detroit Building Authority (DBA), as well as various utility entities such as Great Lakes Water Authority (GLWA), DTE, Public Lighting Authority (PLA), etc. The selected firm(s) will be expected to navigate the projects across these various agencies without creating unacceptable delay.

The directive is to have the project(s) begin as soon as possible so that construction begins sometime in 2028. The City expects full compliance with all National Environmental Protection Act (NEPA) requirements, with specific project elements ranging from Categorical Exclusion to Environmental Assessment. A full Environmental Impact Statement is not expected to be needed but the City acknowledges the possibility for some concepts.

Stakeholder Engagement

DBA will include quarterly updates and plans to present the findings from the feasibility study to the City Council, the Mayor's Office, HRD, and residents, within the scope of work, prior to moving on to construction.

1. DBA will provide quarterly updates to the HRD and OCFO
2. DBA will provide as-requested project status updates to the Mayor
3. DBA will provide quarterly updates to City Council and the District 4 Council Member (in-person or via teleconference and in writing).
4. DBA will provide quarterly updates to the Community
5. DBA will hire a Project Manager to oversee the project
6. DBA will issue an RFQ/P for the feasibility study of flood prevention elements and floodplain designation removal for the Jefferson Chalmers neighborhood.
 - a. The study will look at all options, but specifically will focus on
 - i. Feasibility of stop log closures of the Lakewood, Philip, and Fox Creek canals
 - ii. Feasibility of new seawalls along the interior canals. This will confirm if new seawalls gets JC out of the floodplain.
 - iii. Feasibility of passive flood prevention and floodplain abatement options at the KAM Marine/Bayview Yacht Club/condominium entrance.
 - iv. Feasibility of flood prevention and floodplain abatement options in Maheras-Gentry, A.B. Ford, Riverfront-Lakewood East and Mariner Parks
 - v. the existence of underground watercourses/springs
 - vi. how any options would interact with possible future Fox Creek Enclosure (prohibited) discharges of combined sewage
7. DBA acknowledges the need for engagement and understanding by the greater Jefferson Chalmers community. Prior to constructing any feasible elements (e.g., seawalls, floodwalls, levees, stop logs, etc.), DBA will provide notice to the City Administration, District 4 Council Member, and host a public information meeting (DoN-cast)

Subject to the approval of the City of Detroit, pursuant to the procedures set forth in Section 1.c of this Agreement:

Project 3: Construction of Specific Flooding/Floodplain Mitigation Project Elements identified in Project 2. Estimated cost - \$ 16.5 Million (over the 6-year grant duration)

The Authority will competitively bid out and manage the construction of elements that receive NEPA environmental clearance and all relevant permits from federal, state and local regulatory agencies, as they are developed along the project timeline.

Roles and Responsibilities

As the administrator for all City of Detroit HUD funding, HRD will be the lead administrator for the CDBG-DR Funding. HRD will be responsible for the compliance and administration of the Project.

HRD will be responsible for the following CDBG-DR processes:

1. Environmental Review for each project prior to construction as required by HUD at 24 CFR Part 58: Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
2. Adherence to Section 3 may be required by HUD at 24 CFR Part 75: Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low and Very Low-Income Persons and Eligible Businesses
3. Adherence to federal Labor Standards regulation may be required by HUD at 29 CFR Part 1, 3, and 5: Dept. of Labor regulations issued under the Davis-Bacon and Related Acts
4. Prior to Notice to Proceed, HRD will ensure that the project is an eligible CDBG activity (24 CFR 570.201) and meets CDBG national objective of Low- to Moderate Income – Area Benefit (LMA) (24 CFR 570.208(a)(1)).

HRD and the Office of the Chief Financial Officer will be responsible for:

5. Reviewing procurement documentation for federal compliance. (HRD & OCP)
6. Conducting a final review of payments for compliance and accuracy. (HRD & ODG)

The Authority will be responsible for the following CDBG-DR funded processes:

1. Confirm project meets the definition of “mitigation” under HUD The Universal Notice and document.
2. Prepare contractor scope of work and initial cost estimates for the Project.
3. Perform oversight of procurement of contractors for the Project ensuring local and federal procurement regulations were followed (whichever is more restrictive, when they conflict must follow the federal requirements).
4. Review and approve contractor scope of work and budget. Scope of work should align with work approved by the HRD Environmental Review Team (any change must be communicated to them prior to work beginning).
5. Issue Notice to Proceed for contractors.
6. Provide oversight of contractors, including but not limited to performing regular and final inspections, ensuring work is completed per scope of work.
7. Address communication and warranty issues with contractors related to the Project as necessary

8. Approve change orders (Change orders that exceed the budgeted contingency must be approved by HRD for cost reasonableness).
9. The Authority will be responsible for reviewing contractor invoices for accuracy and email.
10. The Authority will be responsible for submitting quarterly reporting to City Council and the Chief Financial Officer.
11. The Authority will be responsible for submitting quarterly progress reports to HRD and the Chief Financial Officer no later than the 15th of the month following the close of the quarter ending on March 31, June 30, September 30, and December 31.

Both the Authority and HRD agree to meet regularly to ensure this agreement and other program policies and procedures are consistent and being followed and adjusted as necessary.

PROJECTED PERFORMANCE MEASURES

In coordination and agreement with the Contractor, the HRD will utilize the information below to set up detailed performance management goals in DRGR for the Contractor to meet through implementation and completion of the project. The Contractor will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Contractors will work with HRD to ensure any updates to this scope are subsequently reviewed and approved in accordance with the Agreement.

When applicable, documentation that supports the performance measure(s) is taken from the Contractor’s stated project scope of work (“projected outcomes”). The following table provides those measures that the Contractor must report on performance related to meeting performance goals:

Possible Performance Measures	Projected total
# of Residents protected from future flooding (low/mod beneficiaries)	3590/4810
# of Linear Feet of Public Improvement	2600
#of facilities with mitigation measures (other than elevation)	6

QUARTERLY PERFORMANCE REPORTING

The contractor shall provide the City of Detroit with quarterly performance reports that include a narrative of administrative, financial, and program activities. These reports must contain sufficiently detailed summaries of the status, project progress, delays, and completed work to allow the City of Detroit to submit the required reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system. The contractor is responsible for reporting all work performed by subcontractors and other entities involved in or related to this Agreement.

The contractor's quarterly reports may include supporting documents such as maps showing service areas, the number of people benefiting from the project, and other demographic information about households, where applicable, to demonstrate the public benefit of the project and activities.

Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into construction or reconstruction projects to increase a structure's ability to withstand adverse weather and changing natural hazards. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and durable materials may be specified. The resilience standard may be achieved by designing and constructing robust flood prevention facilities/interventions that meet USACE and FEMA guidelines to both withstand future flood events and result in the removal of Jefferson Chalmers from floodplain status.

PAYMENT SUBMISSION

For payment requests, the Authority will be responsible for collecting the Contractor Invoices, which must include:

- Invoice on company letterhead
- Vendor Name, address, email address, phone number
- Invoice number
- Invoice Date
- Date of Service/Delivery
- City of Detroit Department and /or Contact name
- DRGR Activity Number
- Total Invoice Amount

The Authority will submit the payment request to HRD (via email/system of record) for processing. HRD will review and approve within five (5) business days. HRD will prepare the payment processing form and submit the payment request to OCFO via DocuSign. OCFO will review for approval within ten (10) business days.
vendor.

HUD Grant Semi-annual Certification

Process of submitting documentation of completed work and request for reimbursement of CDBG-DR – Must submit semi-annual certifications for personnel being charged 100% to the CDBG-DR grant.

EXHIBIT B

PROJECT BUDGET AND FEE SCHEDULE

PROJECT	BUDGET
Project 1 Project Management	\$1,000,000.00
Project 2 Mitigation Study	\$2,500,000.00
Initial Contract Total Not to Exceed	\$3,500,000.00
If Scope of Work is approved pursuant to Section 1.c	
Project 3 Mitigation Construction	\$16,500,000.00

The City may approve budget modifications across line items within the not-to-exceed total contract amount.

Upon completion of the procurement procedures set forth in Exhibit A and provision of documentation of proposed subcontracts to the City, the City of Detroit will approve a Purchase Order in the amount of the approved project costs which will have the effect of reserving the committed amount of CDBG-DR funds to the approved Project from the total not to exceed amount of this Agreement.

PAYMENT SUBMISSION

For payment requests, the Authority will be responsible for collecting the Contractor Invoices, which must include:

- Invoice on company letterhead
- Vendor Name, address, email address, phone number
- Invoice number
- Invoice Date
- Date of Service/Delivery
- City of Detroit Department and /or Contact name
- DRGR Project Number
- Total Invoice Amount

The Authority will submit the payment request to HRD (via email/system of record) for processing. HRD will review and approve within five (5) business days. HRD will prepare the payment processing form and submit the payment request to OCFO via DocuSign. OCFO will review for approval within ten (10) business days.

EXHIBIT C

CROSS CUTTING FEDERAL REGULATIONS

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

1. M/WBE/VOE

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

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

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

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

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

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

3. Fair Housing Act

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

4. Americans with Disabilities Act

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

authority for the ADA in accordance with Executive Order 11250.

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

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

5. The Architectural Barrier Act of 1968

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

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

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

7. Executive order 12898, Environmental Justice

Executive Order 12898 provides that each Federal agency shall conduct its programs, policies, and activities that substantially affect human health or the environment, in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin.

8. Non-discrimination

Notice of Non-Discrimination: The City of Detroit does not discriminate on the basis of race, color, creed, national origin, age, handicap, sex or sexual orientation. Complaints may be filed with the City of Detroit, Civil Rights, Inclusion, & Opportunity Department (formerly Human Rights Department), 12TH Floor, Coleman A. Young Municipal Center, Detroit, Michigan 48226.

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

9. Age Discrimination

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

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

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

10. Environmental Review

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

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

11. National Environmental Policy Act (NEPA) Contract/Award “Rewind Language”

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

12. Uniform Relocation Act

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

13. Occupational Safety and Health Act of 1970 (OSHA)

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

15. National Historic Preservation Act

The National Historic Preservation Act ([NHPA](#)), 54 U.S.C. 306108, directs each Federal agency, and those

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

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

16. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 USC 7401 -7471q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 200 180.220) must not be made to parties listed in the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement EO 12549 (3 CFR Part 1986, Comp., p 189) and 12689 (3 CFR part 1989 Comp ., p235), "Debarment and Suspension."

18. Domestic Preference for Procurements

Domestic preference for procurements. As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR 200.322.

19. Hatch Act

The Authority agrees to comply, as applicable, with requirements of the [Hatch Act](#) (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

20. Conflict of Interest Clause

The Authority warrants that its participation in this Agreement will conform to the requirements of all applicable federal regulations including Sections 2 CFR 200.318 and 2 CFR 200.315 and 24 CFR570.611 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

11. In the event the Authority has any conflict of interest as defined herein, the Authority shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the Agreement.
12. The Authority agrees that if after award he or she discovers any conflict of interest with respect to this Agreement, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Authority has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may, however, terminate the Agreement if it is in best interest of the City.
13. In the event the Authority was aware of any conflict of interest before the award of this Agreement and intentionally did not disclose the conflict, the Housing and Revitalization Department may terminate the Agreement for default.
14. The provisions of this clause shall be included in all subcontracts and consulting agreements.
15. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Housing and Revitalization Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this Agreement or to realize any benefit from it.
16. No member, officer, or employee of the City of Detroit Housing and Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
17. The Housing and Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.
18. The Authority covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Authority further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
19. The Authority further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.
20. The Authority also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may,

at its election, deduct from any amounts owed to the Authority hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

EXHIBIT D

ADDITIONAL OBLIGATIONS & REQUIREMENTS FOR CONSTRUCTION, MAINTENANCE OR REPAIR CONTRACTS AND SUBCONTRACTS.

Section 3 General Information

If the Services required hereunder include construction work, then it will trigger Section 3. The Authority shall require all such construction work to be performed in compliance with and shall monitor all such construction work for compliance with, all applicable Section 3 regulations, as described in the language found in the regulations at 24 CFR Part 75 and shall report any noncompliance to the HRD, as required by Federal regulations.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). The new Section 3 regulation, 24 CFR Part 75 continues to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent.

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects and activities assisted under HUD programs when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs (§75.3 (2) (i)). However, Section 3 regulation does not apply to material only contracts. All parties associated with each project must maintain documentation for a period of time required for record retention or in the absence of applicable program regulation in accordance with 2 CFR Part 200.

City of Detroit Section 3 Program Information

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

Section 3 Frequently Asked Questions (FAQs)

<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Code of Federal Regulations for Section 3

<https://www.ecfr.gov/current/title-24/subtitle-A/part-75?toc=1>

Section 3 Covered Contract 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Detroit Housing and Revitalization Department (HRD) policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no

contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or HRD requirements.

C. The Authority agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or HRD policy and guidelines. The Authority will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or HRD policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Detroit Housing and Revitalization Department.

3 Labor Standards General Information

If the Services required hereunder include construction work, the Authority shall require all such construction work to be performed in compliance with, and shall monitor all such construction work for compliance with, all applicable Federal Labor Standards, as described in the clauses found in the regulations and shall report any noncompliance to the HRD, as required by Federal regulations.

The Authority shall require that all necessary contract language required by Federal regulations and (2) by City of Detroit Executive Order 2016-1 be included in all construction contracts and subcontracts for construction performed under this Agreement. In the event that the Authority should directly employ workers on actual construction, the Authority shall comply with (1) all Federal labor standards applicable to the employment of such workers; and (2) City of Detroit Executive Order 2016-1.

The Authority shall monitor all construction work performed under this Agreement or performed under the supervision and/or control of the Authority for compliance with all applicable Federal Labor Standards, including those described and shall comply and/or require compliance with City of Detroit Executive Order 2016-1, and shall report any noncompliance with said Federal requirements and with said Executive Order 2016-1 to the HRD.

.4 Federal Labor Standards Provisions

- A. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Contractors that employs mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- B. **Bryd Anti-Lobbying Amendment** (31 USC 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- C. **Build America Buy America Act**, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

- D. **Davis-Bacon Act** (DBA or Act), all prime construction contracts in excess of \$2,000 must comply with requires the payment of locally prevailing wages and fringe benefits on Federal contracts for construction. *See* [40 U.S.C. 3142](#). The DBA applies to workers on contracts entered by Federal agencies and the District of Columbia that are in excess of \$2,000 and for the construction, alteration, or repair of public buildings or public works. Congress subsequently incorporated DBA prevailing wage requirements into numerous statutes (referred to as “Related Acts”) under which Federal agencies assist construction projects through grants, loans, loan guarantees, insurance, and other methods.

- E. **"Anti-Kickback"** (40 USC 3145) as supplemented by Department of Labor regulation (29 CFR Part 3) “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole and in Part by Loans and Grants from the United States”. The Act precludes a contractor or subcontractor from inducing an employee, in any way, to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

- F. **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold. The minimum requirements must be as follows:
 - i. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
 - ii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Exhibit E
Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

The prospective lower tier participant certifies, that neither it nor its principals is presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Signed by:
By: Jessica Parker
Name: Jessica Parker
Its: Chairman

Signed by:
By: Clarence P Gayles
Name: Clarence P Gayles
Its: Treasurer

Date: October 23, _____ 2025

**Exhibit F
Certifications**


Certification for Contracts, Grants, Loans, and Cooperative Agreements

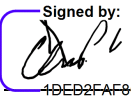
The Authority hereby certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signed by:

By: _____
Name: Jessica Parker
Its: Chairman

Signed by:

By: _____
Name: Clarence P. Gayles
Its: Treasurer

Date: October 23, _____ 2025