

Release May, 2025

Bid Package
BP-2025-05-01 – EASTERN MARKET FOOD DISTRICT
associated with the
EASTERN MARKET ROAD RECONSTRUCTION PROJECT
CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) RFP
(EDA AWARD #06-79-06318)

The City of Detroit Brownfield Redevelopment Authority (the DBRA) is soliciting competitive Bids for Qualified construction contractors with documented experience, capacity and capability to perform and complete the full scope of work described herein are invited to submit bid proposals conforming to the scope and requirements set forth in this RFP associated with the DBRA Eastern Market Road Reconstruction Project.

The City of Detroit Brownfield Redevelopment Authority (the DBRA), The Economic Development Administration (EDA), The Michigan Department of Transportation (MDOT), and the City of Detroit have partnered to carry out this road reconstruction project within the Eastern Market Food District. This area has been identified as a priority project to directly support the recent economic development activities being made in the district.

The project includes reconstructing approximately 4,085 linear feet of deteriorating roadways around the Eastern Market Food District. The improvements will upgrade existing roads and will include sidewalk replacement, stormwater drainage improvements, utility relocations, and other related appurtenances all to support expansion of the Eastern Market food cluster. The specific sections of roadway to be reconstructed include:

- Riopelle Street; from Wilkins to Erskine Street, Erskine Street to Mack Avenue - Road Reconstruction
- St. Aubin Street; from Mack Avenue to Superior Street – Road Reconstruction
- Illinois Street, from Dequindre Railway to St. Aubin – Road Reconstruction
- Superior Street, from Dequindre Railway to St. Aubin – Road Reconstruction

The document sections identified in the following Table of Contents, together with any addenda subsequently issued by the DBRA in accordance with procedures set forth in this Bid Package constitute the entirety of this solicitation, generally referred to hereafter as the "Bid Package" and the sole basis for the Bids submitted in response to the DBRA's solicitation.

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
Eastern Market Food District Road Reconstruction Project
May, 2025

TABLE OF CONTENTS

SECTION I	INVITATION TO BIDDERS
SECTION II	INSTRUCTIONS TO BIDDERS
SECTION III	SCOPE OF WORK
SECTION IV	SAFETY REQUIREMENTS
SECTION V	BID FORM
SECTION VI	SAMPLE CONTRACT
ATTACHMENT 1	SOIL REPORT
EXHIBIT A	BID FORM
EXHIBIT B	PROGRESS CLAUSE/ SPECIAL PROVISIONS
EXHIBIT C	PLANS AND SPECIFICATIONS
EXHIBIT D	MAPS
EXHIBIT E	EDA REQUIREMENTS
EXHIBIT F	EDA SIGN SPECIFICATIONS
EXHIBIT G	DAVIS BACON WAGE RATE DETERMINATION

SECTION 1 INVITATION TO SUBMIT A RESPONSIVE BID

The City of Detroit Brownfield Redevelopment Authority (the DBRA) is soliciting competitive Bids for Qualified construction contractors with documented experience, capacity and capability to perform and complete the full scope of work described herein are invited to submit bid proposals conforming to the scope and requirements set forth in this RFP associated with the DBRA Eastern Market Road Reconstruction Project.

Refer to the Scope of Work in Section III.

The DBRA intends to obtain Bids in response to this Bid Package and to directly contract with the most responsive Bidder on an expedited basis.

A. ISSUING AGENCY

The issuing entity and owner shall be:

City of Detroit Brownfield Redevelopment Authority (DBRA)
500 Griswold St, Suite 2200
Detroit, MI 48226

The DBRA will directly contract with the Bidder selected by the DBRA as the most responsive in the best interest of the DBRA. The contracted Bidder shall commence the provision of Services only upon written notification by the designated DBRA authorized representative after the DBRA's acknowledged receipt of the specified and required pre-commencement documentation (including insurance, executed contract or notice to proceed).

B. PRE-BID MEETING

A Pre-Bid Meeting planned for Monday, **May 6, 2025 at 10:00 AM EST** Via Zoom:
<https://us06web.zoom.us/j/81529186607>

Questions regarding the Bid Package and scope after the Pre-bid Meeting can be submitted by e-mail up to orobertson@degc.org.

C. DUE DATE AND TIME & DELIVERY OF BIDS

Complete Bids shall be received by the DBRA no later than **4:00 PM EST, Tuesday May 20, 2025**.

Bids shall be emailed to orobertson@degc.org with the subject labeled as **"Bid for the LAND ASSEMBLY PROJECT – BP-2025-05-01 EASTERN MARKET ROAD RECONSTRUCTION PROJECT"**

All Bids shall use their best efforts to comply with the prevailing Equal Opportunity and Labor Standard Provisions of the City of Detroit. Each Bidder must demonstrate its ability to obtain Tax Clearances from the City of Detroit, W-9 and a Certificate of Liability Insurance as a condition of award ability.

Additional information regarding this Bid Package may be requested by email to Orza Robertson at orobertson@degc.org. All response to questions during the Bid Period will be responded, as determined necessary by the DBRA, in an Addendum to all Bidders who have attend the Pre-Bid meeting.

D. GENERAL PROJECT DESCRIPTION

The Land Assembly Project was established to assemble, secure ownership, and prepare blighted properties to attract industrial / manufacturing facilities by private developers.

The Work solicited by this Bid Package properly performed is described in Section III – Scope of Work.

The Scope of Services for this Bid Package includes, but is not limited to, the provision of all necessary and incidental labor, equipment, tools, material, supplies, and supervision to properly perform the Services necessary and incidental to provide the full scope of the Work specified in Section III.

E. SUBMITTAL PROCEDURES

The DBRA reserves the right, in the interest of maximizing obtaining fair and competitive Bids, to directly contact and provide to one copy of the Bid Package to prospective Bidders that have previously demonstrated to the satisfaction of the DBRA the capability and experience to expeditiously manage, schedule and complete the Pre-development Site Preparation Activities.,

Bids may not be withdrawn for a period of 60 days after the submission of the Bid. The DBRA reserves the right to waive any abnormalities in any Bid, and to reject any or all Bids in whole or in part whenever such waiver or rejection is in the best interest of the DBRA.

Bids shall be submitted only on the unaltered Bid Form included in Section III.

SECTION II – INSTRUCTIONS TO BIDDERS

Part I – Project Parameters

Project Name: EASTERN MARKET ROAD RECONSTRUCTION PROJECT

Contracting Agency: The City of Detroit Brownfield Redevelopment Authority ("DBRA")
500 Griswold St, Suite 2200, Detroit, Michigan 48226

Project Area: The Project is located within the City of Detroit, County of Wayne, State of Michigan,

Bid Package Title: BP-2025-05-01 **EASTERN MARKET ROAD RECONSTRUCTION PROJECT**

PROJECT

Pre-Bid Meeting: A Pre-Bid Meeting shall be held at the date, time and location identified in Section I - C of the Invitation to Bidders

Bid Due Date: **Tuesday, May 20, 2025 at 3:00PM EST.**

Email Bids To: orobertson@degc.org

Subject line: **BP-2025-05-01 EASTERN MARKET ROAD RECONSTRUCTION PROJECT**

Part II – Basis of Bid

This Bid Package sets forth all terms and conditions under which the DBRA and the Bidder shall enter into a Contract for the complete performance of Soil Removal, Disposal & Remediation Work specified in Section V.

Bids, submitted in accordance with the requirements of this Bid Package, will be evaluated by the DBRA staff. Based on DBRA staff recommendations, the DBRA Board may approve the selection of the Bidder deemed, in the best interests of the DBRA, to be the most experienced, well-qualified, appropriately priced and capable of performing the Soil Removal, Disposal & Remediation Work.

Upon Board authorization, the DBRA will contract with the Bidder, using a contract similar in form to the Contract form, terms and conditions specified in Section IV incorporating the elements of the Bid and Services deemed in the DBRA's best interests. The Contract between the DBRA and the Board approved Bidder selected by the DBRA shall be based on the Bid submitted on the Section III Bid Form.

Bids will become on submission the property of the DBRA and will not be opened publicly or returned. Bids shall remain valid for not less than 60 days after the date submitted. The DBRA reserves the right to reject any or all Bids.

The Bidder shall include in the Bid Price the full reimbursement for all wages, labor taxes & fringe benefits, overheads & profits, insurance, personal protection equipment, transportation, communication (cell phones, internet, printing), materials, and equipment. All taxes involved in the completion of the Work shall promptly be paid to the appropriate taxing entity for all taxes owed in connection with the Work including, but not limited to, Michigan State Sales Tax and Use Tax.

Part III – Framework for Bids

A. GENERAL

Only Bidders with proven and documented qualifications and the capacity required to provide the specified Services will be invited to submit a Bid in response to this Bid Package. Bids are to be submitted using only the Bid Form provided in

Section V of this Bid Package; Bids submitted in any other format will be deemed non-responsive. A qualified Bidder,

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Eastern Market Food District Road Reconstruction Project

May, 2025

for the purpose of this Bid Package, is a Contractor properly licensed to provide services in the State of Michigan, fully insured and experienced in providing the Services specified in the Section III Scope of Services within the City of Detroit, which can identify and commit qualified personnel to perform the Service in a timely and comprehensive manner. A qualified Bidder shall provide examples and evidence of the provision of similar and equal Services upon request by the DBRA.

B. DELIVERY OF BIDS

Email bid shall be identified with the Project Name, the Bidder's name and address, and the Bid Package Title.

C. DATE FOR RECEIVING BIDS

Bids shall be delivered to the designated location on or before the Bid due date and time specified in Section I – Invitation to Bidders. Bids transmitted via telephone or a written communication in any format other than the Bid form provided in the Bid Package are invalid and will not receive consideration.

D. BIDDERS' REPRESENTATION

By submitting a Bid, the Bidder represents and certifies to the DBRA that, after thorough examination of the Bid Package Document:

- The Bidder has read and understands the Bid Package and the Bid is voluntarily submitted in accordance with the Bid Package with the understanding that the DBRA has no obligation to award a contract to the Bidder or compensate the Bidder in any way for the preparation and submission of a Bid in response to this Bid Package.
- The Bidder is familiar with the local labor conditions and City of Detroit prevailing wage ordinance.
- The Bidder commits and agrees to use its best efforts to comply with all City of Detroit executive orders governing the provision of Services on behalf of the City of Detroit including certification of Civil Rights, Inclusion and Opportunity (CRIO) department, the STEP program, and approval and City of Detroit tax clearance.
- The Bidder has appropriate licenses and the expertise, capacity and experienced organization to perform and complete the Services in accordance with the Bid Package.
- The Bidder is the construction industry and quality of workmanship standards customary in the Metropolitan Detroit area and can coordinate and provide the Services in accordance with the requirements of the governing City Departments...
- The Bidder agrees to expeditiously execute the Contract in the form provided in Section IV, which incorporates the accepted elements of the Bid.
- The Bidder agrees to proceed with the Services under the Notice to Proceed while the Contract is being finalized for execution.
-

E. PREAWARD CONFERENCE

Bidders may be required to meet with the DBRA to review their Bid and the Scope of Services prior to the Bid award. This meeting is distinct from the pre-Bid meeting and will be arranged by the DBRA.

F. INTERPRETATION OR CORRECTION OF BID PACKAGE

It shall be the Bidder's responsibility to ensure that all documents identified in the Bid Package are received and that Bidder's Bid is based upon the complete Bid Package including all addenda that may be issued. Bidders shall promptly notify the DBRA of any ambiguity, inconsistency or error they may discover upon examination of the Bid Package Project Area, or local conditions.

During the Bid Period questions regarding the Bid Package must be submitted via e-mail to:

Orza Robertson at orobertson@degc.org

G. SUBSTITUTIONS – NOT USED

H. ADDENDA

Requirements contained in the Bid Package shall apply to all Addenda, and the general character of the Services called for in the Addenda shall be the same as specified in the Bid Package for similar Services Incidental Work necessitated

by Addenda shall be included in the Bids, even though not specifically mentioned.
Addenda shall become a part of the Bid Package and shall be acknowledged in the Bidder's Bid.

I. FORM AND STYLE OF BIDS – Not Applicable – Email ONLY

Bidders shall submit two (2) signed copies of the completed Bid. Each copy of the Bid shall include the legal name of Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity. All requested alternates and separate prices shall be included in the Bid. If an alternate price does not involve a change in the base Bid, enter "NO CHANGE". Bidder shall make no additional stipulations in the Bid or qualify the Bid in any other manner.

J. MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time following the time and date designated for the receipt of Bids.

K. REJECTION OF BIDS

The DBRA shall have the right to reject any or all Bids.

L. ACCEPTANCE OF BID (SELECTION)

The DBRA shall have the right to waive any informality, abnormality, or irregularity in any Bid received in determining and selecting the most responsive Bid considered in the best interests of the DBRA. on the basis of the sum of the base Bid along with the alternates and/or separate prices deemed acceptable. The method of award will be to the (Lowest, responsible and / or responsible bidder

M. TIME OF COMMENCING SERVICES AND COMPLETION OF WORK

The Bidder, if awarded a Contract by the DBRA for the Work, shall be required to commence the Work immediately upon receipt of a Notice to Proceed from the DBRA. The Bidder shall commence and proceed with the Work at all times in close coordination with the DBRA's Sr. Project Manager.

O. SUBCONSULTANTS / SUBBIDDERS / SUPPLIERS

The Bidder shall be a full-service provider and shall not be permitted to assign or subcontract the provision of any portion of the Services without the sole written approval of the DBRA.

P. BOND REQUIREMENTS

A Bid Bond in the amount of 5% of the Base Bid amount is required.

Performance and Payment bonds in 100% of the Contract Amount as amended and defined by MCL Act 213 of 1963 Section 129 for Public Works projects shall be required and include in Base Bid Amount. (Surety company must be listed on the Circular 570)

Q. FEDERAL PARTICIPATION DISCLOSURE

"This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with the program"

END OF SECTION

SECTION III – SCOPE OF WORK

I. GENERAL PROJECT DESCRIPTION

The City of Detroit Brownfield Redevelopment Authority (the DBRA) is soliciting competitive Bids for Qualified construction contractors with documented experience, capacity and capability to perform and complete the full scope of work described herein are invited to submit bid proposals conforming to the scope and requirements set forth in this RFP associated with the DBRA Eastern Market Road Reconstruction Project.

The City of Detroit Brownfield Redevelopment Authority (the DBRA), The Economic Development Administration (EDA), The Michigan Department of Transportation (MDOT), and the City of Detroit have partnered to carry out this road reconstruction project within the Eastern Market Food District. This area has been identified as a priority project to directly support the recent economic development activities being made in the district.

The project includes reconstructing approximately 4,085 linear feet of deteriorating roadways around the Eastern Market Food District. The improvements will upgrade existing roads and will include sidewalk replacement, stormwater drainage improvements, utility relocations, and other related appurtenances all to support expansion of the Eastern Market food cluster. The specific sections of roadway to be reconstructed include:

- Riopelle Street; from Wilkins to Erskine Street, Erskine Street to Mack Avenue - Road Reconstruction
- St. Aubin Street; from Mack Avenue to Superior Street – Road Reconstruction
- Illinois Street, from Dequindre Railway to St. Aubin – Road Reconstruction
- Superior Street, from Dequindre Railway to St. Aubin – Road Reconstruction

The DBRA's intent is to secure the necessary contractor who can complete the scope services that are stated below in an expedited fashion.

II. SCOPE OF SERVICES

The Contractor shall furnish all labor, material, equipment, tools, facilities, and utilities necessary and incidental to all existing improvements located in the Project Area including structures, utilities, unsuitable soils, and all other at or above grade.

The stated Contract Value for this Contract Agreement is summarized as and includes, but is not limited to, all necessary and incidental labor, equipment, tools, material, permits, fees, inspections, notifications, services, construction administration and supervision to properly complete the following activities in accordance with all federal, state, and local laws and regulations:

1. Obtain at Contractor's own expense all requisite utility clearances, demolition permits from BSEED, soil erosion and other applicable permits, inspections and licenses and issue and file all requisite regulatory notifications.
2. Abandon or remove all existing utilities from the Project Area whether above or below grade in accordance with the established standards of the governing utility (DWSD, DTE, AT&T, PLD).
3. Secure the site as required to secure the Property from public access, trespass and all exposure to and the general public and unauthorized individuals including the installation of temporary fences, barricades, and signs whether within

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Eastern Market Food District Road Reconstruction Project

May, 2025

the Project Area or required to be placed in the adjacent public right of ways. The Contractor will further be responsible to use whatever means and methods he deems necessary to secure and protect the building attached to "the Property". The Contractor shall obtain and pay for all required permits (DPW or MDOT) for any barricades, fencing or signage placed in the public right of ways.

4. If during construction of the Project, historical and archaeological resources including human remains or artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the Michigan State Historic Preservation Officer (SHPO), the Miami Tribe of Oklahoma's Tribal Historic Preservation Officer, and EDA, and follow the instructions for the preservation of resources.
5. SEE EXHIBIT C

III. HOURS OF OPERATION & EMERGENCY CONTACT

The Contractor shall establish reasonable and productive hours for performing the Work with due consideration to the residents and surrounding businesses, The Contractor shall also maintain an on-site manager at all times with a 24 hour monitored cell phone number to receive emergency notifications.

END OF SECTION

SECTION IV – SAFETY REQUIREMENTS

A. GENERAL CONTRACTOR RESPONSIBILITY FOR SAFETY

The DBRA shall rely on the Project Manager's knowledge and assurances that every Work activity shall endeavor to:

1. Maintain secure Work areas free from hazardous conditions including establishing barricades, concealed space monitoring & protection equipment, traffic controls, prohibiting dumping or collection of rubbish in the Work area.
2. Provide at all times appropriate personal protection equipment for any employee, subcontracted persons, and the public associated, involved or affected the Contractor's performance of the Work
3. Prevent accidents and injuries to anyone working on the Project Site which the Project Manager employs, subcontracts or arranges (knowing or otherwise) to be on the Properties during the Subcontractor's performance of the Work.
4. Prevent injury or exposure to injury public within the influence of the Project during the Contractor's performance of the Work.
5. Maintain, post and distribute to all employees and workers at the project site, all "Right to Know" information for materials and equipment used by the Contractor in the performance of the Work.

The Contractor shall have the sole responsibility and obligation, to its employees, agents, advisors, consultants and subcontractors, to implement and maintain written OSHA compliant Corporate and Project Safety Program during the entire duration of the contract. The Contractor will be provided with an environmental disclosure statement summarizing the known subsurface conditions at the project site, and environmental assessment reports will be made available for review.

Upon notification of contract award and prior to the commencement of Work, the Project Manager shall obtain a letter, signed by an officer of each subcontractor, outlining the subcontractor's safety policy and corporate commitment to safety and compliance with the Project Manager's Corporate and Project Safety Program. The Project Manager will immediately provide evidence and a copy of the Safety Program to the DBRA upon request, notwithstanding, the DBRA is not responsible for assuring or monitoring the Project Manager's safety performance or program implementation.

In the event of imminent danger or when peril exists to life, limb, or property, the Project Manager's supervision and site staff shall have the authority and responsibility to immediately stop any or all work activities until any unsafe act or unsafe condition has ceased and otherwise corrected.

B. MIOSHA REQUIREMENTS

The Contractor shall, during execution of the Work for this Contract, promptly and fully comply with the provisions of the Michigan Occupational Safety and Health Act 154 of 1974 with particular attention paid, but not limited to, Occupational Safety and Health Administration, Department of Labor, Safety and Health Regulations for construction, and Occupational Safety and Health Standards, as printed and any changes thereto.

All fatality cases and/or accidents in which five (5) or more persons are injured in any one accident shall be reported to the district and/or Regional Office within forty-eight (48) hours from the time of occurrence:

Michigan Department of Labor
Bureau of Safety Regulations
3500 North Logan, P.O. Box 30035
Lansing, Michigan 48909
(517) 3731410

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Eastern Market Food District Road Reconstruction Project

May, 2025

Copies of the Occupational Safety and Health Act 154 of 1974 and related information on education and training programs may be secured from the offices listed above.

END OF SECTION

SECTION V – BID FORM

DBRA: BP-2025-05-01 EASTERN MARKET ROAD RECONSTRUCTION PROJECT
(EDA AWARD #06-79-06318)

Project: LAND ASSEMBLY PROJECT EASTERN MARKET ROAD RECONSTRUCTION PROJECT

Name of Bidder: ____

Bidder's Address: _____

City / State / Zip Code: _____

E-Mail Address: _____

Bidder's Telephone: (_____) _____

Submitted to: The City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, MI 48226
Attn: Orza Robertson
Email: orobertson@degc.org

A. BID

The Undersigned, as the Authorized Agent for the Bidder, certifies that the Bidder has thoroughly examined the Bid Package and hereby submits this Bid to furnish, for compensation by the DBRA in the amounts stated in this Bid for, all necessary and incidental labor, materials, tools, equipment, all applicable taxes, insurance, and supervision required to provide the Soil Removal, Disposal & Remediation Work in strict conformance with the requirements, terms and conditions set forth in this Bid Package.

The Undersigned certifies that the Bidder understands the provisions, terms and conditions set forth in the Contract included in this Bid Package as Section IV – Contract and that the Bidder is prepared to execute a contract with the DBRA incorporating the accepted provisions of this Bid.

B. STARTING AND COMPLETING WORK

The Undersigned certifies that, upon receipt of a Letter of Intent and Notice to Proceed from the DBRA, the Bidder is prepared to mobilize and commence the provision of Services based on the provisions of the terms and conditions set forth in this Bid Package pending the final preparation and execution of the Contract.

The DBRA intends to contract the Work on an urgent and expedited basis as follows:

Pre-Bid Meeting
Final Day to Submit Questions to Owner
Bid Due Date
Mobilize to Site

Tuesday May 6, 2025 at 10AM EST
Wednesday May 14, 2025 at 10AM EST
Tuesday May 20, 2025 at 3PM EST
Monday June 2, 2025

The Contractor agrees to complete the Work and obtain substantial and final completion in the number of days listed below after the commencement of any earth excavation activities on the Project Site:

Substantial Completion -90 days
Final Completion – 120 days

The Undersigned hereby affirms the Bidder's understanding that the schedule and sequence for the provision of the Work shall be at the direction of the DBRA.

C. PERFORMANCE AND PAYMENT BONDS

The Undersigned affirms that the cost of a 100% Performance and Payment bond for the full amount of the Bid Price is included in the Bid Price.

D. ADDENDA

The Bidder acknowledges receipt of the following Addenda, which specify revisions to the Bid Package, and states that appropriate adjustments in the Bid Prices, if any, have been included in this Bid:

- (1) ADDENDUM NO. _____ DATED _____
- (2) ADDENDUM NO. _____ DATED _____
- (3) ADDENDUM NO. _____ DATED _____

E. BASE BID PRICE

The Bidder submits the following Bid Prices for the complete provision of the Road Reconstruction work specified in Section V: Quantities will be adjusted on actual quantities at the bid unit prices

Bid Price – (Attach Exhibit A to this Bid Form for Submission)

Written _____ (\$ _____)
(Not to Exceed)

SEE ATTACHED BID FORM – EXHIBIT A

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Eastern Market Food District Road Reconstruction Project

May, 2025

The above Bid Prices include the cost of 100% Performance and Payment Bond as required by MCL Act 213 of 1963 Section 129 for Public Works Projects for the full final amended amount of the PM Contract

The Bidder [requires] [does not require] performance and payment bonds for all subcontracts. .

G. SUB-CONSULTANTS / SUB-BIDDERS – NOT USED

H. JOINT VENTURE (For a Joint Venture Bidder Only)

If a Joint Venture Contractor, the undersigned agrees to submit to the DBRA prior to the Bid Award a copy of the Joint Venture Agreement to be entered into by the Joint Venture Partners. The Bidder understands that the Joint Venture Agreement form and content is subject to the sole approval of the DBRA.

I. WITHDRAWAL OF BID

The Bidder agrees that this Bid will remain firm and will not be withdrawn for a period of ninety (90) days after the submission date of this Bid.

J. START OF SERVICES

The Bidder agrees to start Services immediately upon receipt of a Notice to Proceed from the DBRA.

K. REJECTION OF BIDS

The Bidder understands that the DBRA reserves the right to evaluate and waive any informality, abnormality, or irregularity in the submission of any Bid deemed, at the sole discretion of the DBRA, to be immaterial to the content, validity and fair – equal competitiveness of the Bid. The DBRA reserves the discretionary right to reject any or all Bids in whole or in part which are not submitted in accordance with the Bid Package terms and conditions, exceed the DBRA budget allocated for the Services, or are not consistent with the anticipated competitive pricing.

L. EQUAL OPPORTUNITY REQUIREMENTS

The Bidder acknowledges and confirms that Bidder upon execution of a Contract with the DBRA will use its best efforts to comply and require all subcontractors to comply with all equal opportunity and labor requirements described in Section IV, H-6, Equal Opportunity & Anti-Discrimination Practices, which includes:

Compliance with Fair Employment Laws (Detroit Fair Employment Practices Ordinance 303-H). The Contractor shall comply with the United States Constitution and all federal, state and local laws, rules and regulations governing fair employment practices and equal employment opportunity.

City of Detroit Executive Order No. 2003-4. The Contractor shall comply with the goals of the City of Detroit's Executive Order No. 4, dated October 28, 1994, pertaining to the utilization of Detroit-based and small businesses.

City of Detroit Executive Order No. 2007-1 In the performance of the Services, the Contractor agrees to comply with the goals of the City of Detroit's Executive Order No. 2007-1 (refer to Section IV, Subsection H-6).

Ordinance No. 20-93. The Contractor agrees to comply in the performance of the Services and shall require all subcontractors to comply with City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, Prevailing Wage and Fringe Benefit Rates Required for City Projects, as amended.

Davis Bacon and Labor Standards – Contractor agrees to follow City of Detroit Standards as required for Federal Projects.

The Bidder agrees to submit upon request by the DBRA in a reasonable time the following information:

- A copy of the Bidder's formally adopted equal employment opportunity policy indicating that the firm does not discriminate in its employment practices and takes affirmative action to recruit and hire minority persons as required by Section 2-7-3 of Ordinance 303-H.
- A statement on company letterhead that it will not start the provision of Services on the Project until it has issued its affidavit of compliance to the Civil Rights, Inclusion and Opportunity (CRIO) relative to Ordinance 303-H.
- A copy of the firm's Affirmative Action Plan.

M. INTENTIONALLY DELETED

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Eastern Market Food District Road Reconstruction Project

May, 2025

N. PROPOSER'S QUALIFICATIONS

The Undersigned declares that Bidder has had prior experience in the type of Work required by the Bid Package and that Bidder has the necessary finances, personnel and working organization, and equipment available to execute the proposed Services in accordance with the timing and requirements of the Contract Documents.

O. PROPOSER NOT IN ARREARS

The Undersigned certifies that, as of the date of this Bid, Bidder is not in arrears to the City of Detroit for any debts whatsoever (including but not limited to back taxes) as provided for in Sec. 21315, City Code (Ord No. 52H) and further certifies that the Bidder is not in default with respect to any City or DBRA contracts.

P. WAIVER

The Undersigned certifies the price Bid in this Bid is correct and complete and stated as intended by the Undersigned for Services covered by this Bid. The Undersigned further certifies that all information given in or furnished with this Bid is correct, complete, and submitted as intended by the Undersigned, and the undersigned does hereby waive any right or claim Bidder may now have or which may hereafter accrue to the Bidder, by reason of errors, mistakes, or omissions made by the Undersigned in this Bid, to refuse to execute the Contract if awarded to the Bidder, to demand the return of the Bid Security, or to be relieved from any of the Bidder's obligations as set forth in said Bid Security required with this Bid.

Q. SPECIAL FORMS

Bidders will note that a copy of each of the following documents has been included in this Section:

- Bid Signature Page
- Acknowledgments – Corporation, Partnership, Limited Liability Company and Joint Venture
- Resolution of Authority – Corporation, Partnership, Limited Liability Company and Joint Venture
- Affidavit of Non-Collusion and Non-Conflict of Interest
- Bidder's Insurance Certification
- Bidder's Most Recent Income Tax Clearance Form – (attach one copy)
- Bidder's Taxpayer Identification Number and Certification – W-9 (attach one copy))

Each set of the applicable documents is to be completed, signed, and returned with the Bid. These documents will later be used in preparing the execution Contract for the accepted Bid.

The Undersigned certifies and represents that he / she is authorized to execute, submit and bind this Bid on behalf of the Bidder,

NAME OF PROPOSER:

(Please Print Full Legal Name)

BUSINESS ADDRESS:

(Number and Street)

(City)

(State)

(Zip Code)

FEDERAL TAX IDENTIFICATION NO.: _____

CHECK ONE:

____ CORPORAATION, incorporated under the laws of the State of _____

If not a Michigan Corporation, are you licensed to do business in the state of Michigan? YES _____ NO _____

____ PARTNERSHIP (Please List Partners)

____ JOINT VENTURE (Please List Partners)

____ LIMITED LIABILITY COMPANY (Please List Managing Members)

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
Eastern Market Food District Road Reconstruction Project
May, 2025

SIGNED and SUBMITTED on _____, 2025

BY _____
Signature

Print Name

Title

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
Eastern Market Food District Road Reconstruction Project
May, 2025

CORPORATE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of _____, a corporation of the State of _____.

Signature

Notary Public, Wayne County, Michigan

My commission expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025, by _____, General Partner, on behalf of _____, a Partnership.

Signature

Notary Public, Wayne County, Michigan

My commission expires: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025, by _____, Managing Member, on behalf of _____, a Limited Liability Company.

Signature

Notary Public, Wayne County, Michigan

My commission expires: _____

JOINT VENTURE ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025, by _____, Authorized Agent, on behalf of _____, a Joint Venture.

Signature

Notary Public, Wayne County, Michigan

My commission expires: _____

RESOLUTION OF CORPORATE AUTHORITY

I, _____, as _____ of _____, a Corporation of the State of _____ DO HEREBY CERTIFY that the following individuals are authorized agents of the Corporation:

Name:

Title:

I FURTHER CERTIFY that any of the aforementioned officers of the Corporation are authorized to execute or guarantee and commit the Corporation to the terms, conditions, obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the _____ day of _____, 2025.

CORPORATE SEAL

(if applicable)

(Signature)

(Title)

RESOLUTION OF PARTNERSHIP AUTHORITY

I, _____, as General Partner in _____, a Partnership in the State of _____ DO HEREBY CERTIFY that the following are General Partners and are licensed to conduct in the State of Michigan and the City of Detroit:

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the Partnership to the terms, conditions, obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the _____ day of _____, 2025.

(General Partner)

RESOLUTION OF LIMITED LIABILITY COMPANY AUTHORITY

I, _____, as Managing Member in _____, a Limited Liability Company organized in the State of _____ DO HEREBY CERTIFY that the following are Managing Members and they and the company are licensed to conduct business in the State of Michigan and the City of Detroit:

I FURTHER CERTIFY that any of the aforementioned Managing Members are authorized to execute or guarantee and commit the Company to the terms, conditions, obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the _____ day of _____, 2025.

(Managing Member)

RESOLUTION OF JOINT VENTURE AUTHORITY

I, _____, as Authorized Agent of _____, a Joint Venture organized under the laws of the State of _____ between _____ and _____ DO HEREBY CERTIFY that the following individuals are Authorized Agents of the Joint Venture and they and/or the Joint Venture members are licensed demolition BIDDERS in the State of Michigan and the City of Detroit:

I FURTHER CERTIFY that any of the aforementioned Authorized Agents of the Joint Venture are authorized to execute or guarantee and commit the Joint Venture to the terms, conditions, obligations, stipulations and undertakings contained in the Bid Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the _____ day of _____, 2025.

(Authorized Agent)

May, 2025

)

)SS.

)

My Commission Expires: _____

INSURANCE CERTIFICATION

The Bidder hereby certifies that it will furnish the required insurance coverage, as described in the Contract, Section IV, Subsection H-10.

INSURANCE CARRIER: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

CITY OF DETROIT TAXPAYER CLEARANCE

Attach Copy

TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION – W-9 FORM

Attach Copy

SECTION VI – SAMPLE CONTRACT
(on following pages)

CONTRACT AGREEMENT

AGREEMENT

BETWEEN

THE CITY OF DETROIT
BROWNFIELD REDEVELOPMENT AUTHORITY

AND

-
1. PARTIES TO THIS AGREEMENT
 2. THE WORK
 3. CONTRACT TIME, STARTING AND COMPLETING
 4. SUBSTANTIAL COMPLETION
 5. FINAL COMPLETION / FINAL CLEANING
 6. LIQUIDATED DAMAGES
 7. PAYMENT
 8. SCHEDULE
 9. SUBMITTALS
 10. CHANGES IN THE WORK
 11. CLEAN UP
 12. SAFETY
 13. EQUAL EMPLOYMENT OPPORTUNITY & ANTI-DISCRIMINATION PRACTICES
 14. INDEMNITY AND HOLD HARMLESS
 15. RECOURSE BY THE OWNER
 16. TERMINATION FOR CONVENIENCE
 17. INSURANCE
 18. INTEGRATION AND AMENDMENT
 19. GENERAL
 20. ORDER OF PRECEDENCE
 21. CITY COUNCIL AUDIT
 22. EXTENT OF AGREEMENT
 23. GOVERNMENT REGULATIONS
 24. CONTRACTOR WARRANTIES
 25. SUBCONTRACTS
 26. OTHER CONTRACTS
 27. PERMITS
 28. SUBSURFACE CONDITIONS
 29. NOTICES
 30. GENERAL CONDITIONS
 31. ASSIGNMENTS

SIGNATURE PAGE

ATTACHMENT A – PAYMENT PROCEDURES
ATTACHMENT B – RELATED DOCUMENTS
ATTACHMENT C – GRANT FUNDING PROVISIONS

1. PARTIES TO THIS AGREEMENT

This "Agreement" is entered into and is in full force and effect on this the ____ day of ____ in the year ____, between **City of Detroit Brownfield Redevelopment Authority**, hereafter referred to as the "Owner", with its principal office at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and _____, hereinafter referred to as the "Contractor", with its principal offices located _____, for the Contractor's performance of the "Work" specified herein and the Owner's payment of the Contract Value indicated in Section 7 "Payment" below for the Work properly executed and completed in accordance with this Agreement.

2. THE WORK

The Contractor, having submitted a Bid in response to and in accordance with the Owner's solicitation, agrees to furnish to the Owner all labor, materials, tools, equipment, construction administration and supervision necessary for and incidental to the proper execution and full completion of the Work set forth in:

2025-06-01 EASTERN MARKET ROAD RECONSTRUCTION PROJECT

complete, except as modified herein, and in a timely and workmanlike manner, in connection with the:

LAND ASSEMBLY PROJECT - EASTERN MARKET ROAD RECONSTRUCTION PROJECT (the "Project")

in the City of Detroit, County of Wayne, Michigan.

The term "Work" as used herein means the provision by the Contractor of all labor, materials, equipment services, construction administration, and coordination necessary to complete the Scope of Work described and specified in Bid Package 2025-06-01 and the Contract Documents enumerated below, which constitute the entire basis of this Agreement between the Owner and the Contractor. The following documents are hereinafter referred to collectively as the "Contract Documents" and are incorporated by reference into this Agreement:

- a) This Agreement, including all exhibits and attachments, and any amendments to this Agreement.
- b) BP-2025-05-01 in which the term "Bidder" shall have the same meaning as "Contractor" in this Agreement.
- c) Addenda as indicated in the Bid, if issued.
- d) Bulletins and Change Orders, if issued.
- e) The Contractor's Bid, dated _____ and documents from the Contractor thereafter modifying the Contractor's Bid.
- f) The documents set forth in Attachment B; and
- g) Those documents listed in Article 20 below are not otherwise listed in this Section.

3. CONTRACT TIME, STARTING AND COMPLETING

The Contractor agrees to start immediately, upon written notice by the Owner, the performance of the Work and diligently pursue the completion of the Work in accordance with a project schedule acceptable to and approved by the Owner (the "Project Schedule").

The Contractor shall carry on the construction, in accordance with the Project Schedule, including any phasing of operations, continuously without unscheduled stoppage so that all items of the Work are totally complete, including punch list work, in accordance with the agreed upon completion date and/or any identified interim milestone dates. ~~The Contractor's responsibility to complete the Work in accordance with~~
SECTION IV – SAMPLE CONTRACT

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
Eastern Market Food District Road Reconstruction Project
May, 2025

the schedule shall not relieve the Contractor from the responsibility to coordinate the Work with the others or, as necessary, to sequence the Work, including interrupting the Work as required by the Owner.

The DBRA intends to contract the Work on an urgent and expedited basis as follows:

Pre-Bid Meeting Detroit Final Day to submit questions to Owner
Owner response to Questions
Bid Due Date
Letter of Intent to award
Board approval
Mobilize to Site

The Contractor agrees to complete the Work and obtain substantial and final completion in the number of days listed below after the commencement of any earth excavation activities on the Project Site:

Substantial Completion
Final Completion

Contract's obligation to complete the Work in accordance with the schedule listed above shall be tolled by the number of days equal to i) the number of days that frost laws are in effect, and which thereby preclude the Contractor from completing the Work, and ii) the number of days that landfill operations in the immediate area are suspended due to inclement weather. Should either of the foregoing events occur, Contractor shall immediately provide notice to the Owner exercising its right to toll the completion dates, its reasoning for exercising such right, and the date that such tolling began. Upon the conclusion of such event, Contractor shall provide notice to Owner of its conclusion and immediately commence the Work.

"Workday" means each day the Contractor shall perform the Work contemplated herein, which shall be a minimum six (6) days per week, subject to the tolling provisions contained in this Section 3.

4. SUBSTANTIAL COMPLETION

Substantial completion of the Work means the point at which the Owner determines that the Work is sufficiently complete in accordance with the approved Construction Documents to permit the Owner, to use the Project for the purposes for which it is intended, subject only to minor items of incomplete construction identified by the Owner. When the Contractor considers that the Work, or a designated portion thereof, which is acceptable to the Owner, is substantially complete, as defined above, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all of the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, determines that the Work, or designated portion thereof, is substantially complete, the Owner will then prepare a Certificate of Substantial Completion, establishing the date of Substantial Completion. The Certificate of Substantial Completion shall detail the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Final Completion of the Work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be acknowledged by the Contractor in writing indicating acceptance of the responsibilities assigned to the Owner and the Contractor in such Certificate.

5. FINAL COMPLETION / FINAL CLEANING

The Contractor shall notify the Owner in writing when the Work, including all punch list items, is totally complete and ready for final inspection. After satisfactory final inspection of the Work, final payment will be made in accordance with the Agreement. The Contractor shall achieve Final Completion in accordance with the schedule above. The Contractor shall arrange and schedule the final cleaning of the Work with the Owner after the completion of the Work and removal of all tools and excess materials.

6. LIQUIDATED DAMAGES

The Contractor is responsible for the scheduling, sequencing, and completion of the Work in coordination with others and is fully responsible for establishing the means and methods for completing the Work. The Contractor shall be responsible to complete the Work within the Workdays set forth in Section 3 above, subject to any tolling which may occur. Should for any reason the Contractor fail to achieve Final Completion and make the Work available for the intended use by the Owner, the Contract Value shall be reduced by an amount specified in subsection 108.10 of the Michigan Department of Transportation's Standard Specifications for Construction for each Workday in which the Work remains unavailable for the intended use. The exercise of this clause by the Owner shall not accrue any obligations to any third party. This amount for liquidated damages is included because of the difficulty of assessing the actual damages suffered by the Owner in the event of the failure of the Contractor to complete the Work under this Agreement. Liquidated damages are cumulative for each completion date as set forth in the Bidding and Contract Documents and/or the Project Schedule.

7. PAYMENT

In consideration of the Contractor's full and complete performance of the Work called for in this Agreement, the Contractor shall be paid by unit prices with a total contract amount not to exceed the sum of _____ ("Contract Value"), which shall be distributed to the Contractor by the Owner in accordance with the terms and conditions set forth in Attachment A "Payment Procedures" and subject to a retention as set forth in Paragraph 12 of Attachment A. The lump sum amount stated above shall constitute a not-to-exceed Contract Value for the Work that may only be modified in writing by the Owner.

8. SCHEDULE

Time is of the essence of this Agreement. Upon written notice to proceed, the Contractor agrees immediately to commence the Work and to perform, in a punctual and diligent manner, all parts of the Work, according to the Bid Package. The Contractor shall not commence the performance of the Work until given authorization by the Owner.

The Contractor shall coordinate all the Work with the Project Schedule established by the Owner. The Project Schedule may be changed by the Owner as deemed necessary or convenient to the benefit of the completion of the Project. The Contractor agrees to, as a material obligation of this Agreement, attend meetings and make sufficient inspections of the progress of the Project; to coordinate the Contractor's Work at all times with the progress of the Project and will, upon the Contractor's initiative, confer with the Owner so as to plan the Work in coordinated sequence with the work of the Owner and others, and be prepared to perform expeditiously the Work at the time most beneficial to the completion of the Project. Nothing contained in this Section shall be construed to obligate the Owner to direct or coordinate the Contractor's Work, or to obligate the Owner to increase the Contract Value as a result of changes made in the Project Schedule.

If the Contractor is not in default in any of the provisions herein, the Owner shall, at its reasonable discretion, expedite the completion of the Project or portions thereof, and if the Owner directs the Contractor to work overtime (or a second shift), it is agreed that the Contractor shall work the overtime (or second shift). It is also understood that the Owner is to pay only the actual extra cost over the rate for

regular time of such overtime. Time slips covering such overtime must be checked and approved daily. No overhead or profit is to be charged by the Contractor for such overtime.

The Contractor agrees to man the Project with sufficient crews and equipment necessary to complete the Work as required and will not delay the progress of the Project by limiting the number of crews or equipment working at the site. If additional labor or equipment is required in order not to delay the progress of the Project, the Contractor, at its own expense, agrees to work its forces overtime and/or additional shifts (including weekends and holidays) to remove impacts to the progress of the Project caused by the Contractor's delays and to recover the Progress Schedule. If the Contractor falls behind in or impedes the progress of the Project for any reason and, after forty-eight (48) hours written notice, fails or refuses to supply sufficient workmen, to deliver materials, or secure equipment to eliminate the delay in the progress of the Project, then the Owner shall have the right, without obligation or the concurrence of the Contractor, to supplement the Contractor's work forces with other workers and equipment and deduct the costs incurred by the Owner from the Contract Value.

Should the Contractor fail, neglect, or refuse to complete the Work within the time period provided in the Project Schedule, Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the amounts specified in Section 6 of this Agreement. Owner may deduct any liquidated damages from the Contract Value.

9. SUBMITTALS

The Contractor shall prepare timely submittals and obtain approvals, as required in the Contract Documents, for all shop drawings, details, samples, warranties, operation manuals, and instructions, and agrees to, on Contractor's own initiative, expedite approvals to assure the timely progression of the Work without interruption. In the event the Contractor fails to make the submittals in a timely manner, the Owner may assign a coordinator to expedite the submittal process on behalf of the Contractor and shall deduct the cost from the Contract Value without the concurrence of the Contractor.

Approval of submittals by the Owner and/or the Owner's design consultant shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the required specifications nor does it relieve the Contractor of its responsibility for the proper matching and fitting of the Work with contiguous work. All submittals shall be transmitted via the most rapid method (i.e., overnight mail or hand delivery) to the responsible reviewers as designated by:

Orza A. Robertson, Sr. Project Manager
City of Detroit Brownfield Redevelopment Authority
500 Griswold, Suite 2200
Detroit, Michigan 48226
orobertson@degc.org

The Contractor shall be required, at the Owner's option, to submit and maintain a current, all-inclusive "Material and Equipment Status Report" that identifies the promised date of submittals for approval and the delivery to the Project of material and/or equipment to be furnished by the Contractor. This report shall be relied upon by the Owner in analysis of the Contractor's conformance to the Progress Schedule.

10. CHANGES IN THE WORK

The Contractor agrees, without nullifying any portions of this Agreement, to incorporate revisions or changes to the scope of the Work made by written orders from the Owner. The Contractor agrees to provide, as a part of the Agreement, price quotations for changes in the Work, proposed or directed by the Owner. The Contractor agrees to provide such quotations within fourteen (14) days or less, as required by the nature of the change. The Contractor agrees to provide a detailed breakdown showing differences in quantity, and value of labor, equipment, and material involved. Wherever possible, the cost submitted shall

be based on the unit prices provided in the proposal. The quotation will include any

claims made by the Contractor to extend the Project Schedule and will include the Contractor's cost estimate for any time extensions requested. All time extensions will become effective when agreed to by the Owner and will not be an entitlement of the Contractor merely as a result of a change. The time of completion will remain fixed, unless expressly otherwise agreed to by the Owner. If the time is extended, all added costs for same must be included in the original claim for the changes. Otherwise, such added costs will not be subject to reimbursement, except where the Contract Documents specifically allow for such reimbursement.

The Contractor will be required to furnish one (1) original and three (3) copies of each quotation for changes in the Work, whether in the form of a Bulletin, Clarification, or Field Order, which must be itemized in detail as to quantity and pricing to permit checking.

Should the Owner, because of the nature of the change, direct changes in the Work to be performed on a time and material basis in lieu of unit prices, or for a negotiated lump sum, and so notifies the Contractor in writing, the Contractor shall perform the changes in the Work at actual net cost plus overhead and profit with or without a maximum guarantee total cost agreed to, at the Owner's option. Any changes to the Work performed shall not exceed fifteen (15%) percent of the total cost of the Work to be performed by the Contractor or five (5%) of the total cost of the Work to be performed by a subcontractor without an amendment to this Agreement. Overhead and profit shall be charged at the same rate as applied to the rest of the Work under this Contract. Charges for time and material must be supported by records, including certified payrolls, checked and approved daily by the Owner's authorized representative or designer. The Contractor and his subcontractors will permit the Owner and the City of Detroit to audit its books, records, estimates, orders and files, as necessary to check the actual cost of the changed Work involved with time and material charges.

The Contractor shall strictly adhere to the Contract Documents, unless a change in the Work is authorized in writing by the Owner. In such a case, the terms of the change shall be understood and agreed upon in writing by the Owner and the Contractor before the commencement of the revisions in the Work. The Contractor agrees to proceed promptly with any disputed work upon the written direction of the Owner, and to submit a claim within five (5) days outlining the reasons the Contractor believes that the claimed Work is not a part of the Agreement and stating the amount of claimed additional compensation being sought.

At the request of either party to this Agreement the Owner may issue a Field Order. The effect of issuing a Field Order shall be to authorize Work that may or may not be subject to a Change Order for the purpose of allowing the Work to proceed in an efficient manner. It is acknowledged that the issuance of a Field Order is not the equivalent of a Change Order or an amendment to this Agreement.

11. CLEAN UP

The contractor shall identify work and staging zones, traffic patterns, construction signage, traffic and road maintenance plans for Owner approval before implementing. These plans will include the identification of a responsible individual that can be contacted 24 hours 7 days a week to answer public inquiries and rectify public concerns. Contractor shall clean up and legally remove the Contractor's debris from the Project Site and adjacent public streets accessing the Project on a daily basis, including the removal of any and all debris or accumulated mud tracked on to adjacent streets and roads by the Contractor's vehicles, due to the Contractor's Work and/or having been created by the Contractor's work force. Should the Contractor fail to do the required cleanup work within twenty-four (24) hours of the written request, the Contractor agrees that the Owner may supplement the Contractor's cleanup effort and deduct the cost from the Contract Value without the concurrence of the Contractor.

12. SAFETY

The Contractor shall, at its own cost and expense, protect its own employees, the employees/consultants/agents of the Owner, and all other persons from risk of death, injury, or bodily harm arising out of or in any way connected with the Work performed under this Agreement. The

Contractor shall strictly comply with all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety jurisdiction over the Work, including, but not limited to, the federal and state occupational safety regulations. The Contractor shall indemnify and save harmless the Owner, its agents, and the City of Detroit from and against any liability, loss, cost, damage, or expense, including attorneys' fees, suffered or incurred as a result of any cause of action, proceeding, citation, or work stoppage arising out of, or in any way connected with, the alleged violation by the Contractor's work force of any such safety order, rule, regulation, or requirement, whether such violation is ultimately proved or not.

In the event the Owner finds the Contractor's work force in violation of any safety laws or regulations, notice will be given to the Contractor for immediate correction. If the Contractor does not immediately commence to cure the violation and continue to cure the violation without any delay whatsoever, the Owner may invoke the provisions of Section 15 except that the twenty-four (24) hours written notice requirement will not be required.

13. EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION PRACTICES

a. Compliance with Fair Employment Laws. The Contractor agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Contractor shall promptly furnish any information requested by the City of Detroit or its Human Rights Department with respect to this subsection a.

b. Human Rights. The Contractor shall comply with the rules and procedures applicable to the Contractor adopted by the Human Rights Department of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.

c. Ordinance No. 20-93. The Contractor voluntarily agrees that it shall use its best efforts in the performance of the Work, and shall require all subcontractors hired to perform portions of the Work to use their best efforts, to comply with goals equal to those set forth in City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended.

d. Reporting. Upon commencement of the Construction Work, the Contractor shall thereafter submit to the Owner, at the time it makes application for payment pursuant to Attachment A, monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2014-5 and Subsection 13(d). The Contractor shall require similar reports from each of its subcontractors and shall submit the subcontractor's monthly reports along with its report. Upon receipt of such monthly reports, they shall be submitted to the City of Detroit Human Rights Department ("HRD") as part of its contract information tracking system ("CITS"). Contractor agrees to provide all information required by HRD to conform to CITS. It further agrees to require by subcontract all its subcontractors to provide all information required by HRD in relation to the CITS.

e. Notice to Subcontractors. The Contractor shall notify any subcontractor of its obligations under this Section 13 when soliciting subcontractors and shall include all applicable provisions of this Section 13 in any subcontract related to the Work. The Contractor shall take such action with respect to any subcontract as the City may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.

f. Executive Order No. 2014-5. The Contractor shall comply with the goals established by the City of Detroit's Executive Order No. 2014-5, effective November 1, 2003, which sets goals for the utilization of Detroit-based businesses and small businesses. The Contractor shall contractually require and enforce compliance by all its lower-tier subcontractors to fulfill the requirements of this Section.

g. DBE, SBE, PARTICIPATION. The Contractor shall, through self-performance or through subcontractor utilization, make every effort ("good faith effort") to utilize Detroit Business Enterprises

(DBE) and Small Business Enterprises (SBE) in the performance of the Work consistent with the goals of the City of Detroit's Executive Order 2014-5. The Contractor shall comply with the requirements of the City of Detroit's Executive Order No. 2016-1.

A breach of the terms and conditions of this Section 13 may be regarded as a material breach of this Agreement.

14. INDEMNITY AND HOLD HARMLESS

a. Indemnity Agreement.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, the City of Detroit, their consultants, and their agents, employees, invitees, and guests, from and against any claim, damage, loss, suit, action, administrative proceeding, demand, judgment, royalty, interest, lien, cost, expense, or any liability (including actual attorneys' fees) of whatsoever kind or nature, whether arising before, during, or after completion of the Contractor's Work, to the proportionate extent caused by the negligent acts or omissions of Contractor or persons for whom Contractor is responsible, occurring in connection with the Agreement or the Work of the Contractor, any subcontractor, or their respective agents, employees, or anyone for whose acts they may be liable.

In the case of any claims against any person or entity indemnified hereunder by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any person or entity, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In the event any claim is made against any person or entity for which Contractor has an indemnity obligation, the Owner may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract an amount sufficient in the Owner's judgment to protect and indemnify it from any such claim.

The Contractor agrees within (10) ten days after written demand from the Owner to cause the effect of any suit or lien for which the contractor is responsible to be removed from the premises, and in the event the Contractor shall fail to do so, the Owner is authorized to use whatsoever means it may deem appropriate to cause such lien or suit to be removed or dismissed and the cost thereof, together with actual attorneys' fees shall be immediately due and payable to the Owner by the Contractor.

b. Hold Harmless Agreement

The Contractor shall assume liability and indemnify the Owner and the City of Detroit and their respective employees and agents from and against any liability and all loss, costs, damages, expenses, including actual attorneys' fees, on account of claims for personal injury, including death, sustained by any person or persons whomsoever, including employees of the Contractor or any subcontractor, and for injury to, or destruction of, property of a person or organization, including loss of use thereof, to the proportionate extent caused by the negligent performance of the Work under this Agreement.

The Contractor hereby accepts and assumes exclusive liability for, and shall indemnify, protect and save harmless the Owner and the City of Detroit from and against the payment of:

- (i) All contributions, taxes or premiums (including interest and penalties thereon)

which may be payable under the Unemployment Insurance Law of any State, the

Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

- (ii) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work.
- (iii) All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with respect to all persons, by whomsoever employed, engaged in the Work to be performed, and furnished under this Agreement.

c. Survival. This Section 14 shall survive the completion of the Work and any termination of this Agreement.

15. RECOURSE BY THE OWNER

If the Contractor defaults or at any time fails in any respect to properly and diligently prosecute the Work covered by this Agreement, or is unable to supply a sufficient number of properly skilled trades or materials of proper quality to maintain the sequential progress of the Work, or is adjudged as bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for benefit of creditors without the Owner's consent, or fails to make prompt payment to material men and laborers, or otherwise fails to perform fully any and all of the covenants herein contained, the Owner may, after giving twenty-four (24) hours written notice to the Contractor, secure and provide from any reasonable source supplemental labor, supervision, equipment, and materials, or make payments as may be deemed necessary by the Owner, in its sole and absolute discretion, to complete the Work. Any such supplemental provisions undertaken by the Owner in an attempt to remove delays in the progress of the Project caused in whole or in part by the Contractor's delinquent prosecution of the Work, shall not relieve the Contractor from its responsibility to complete any and all portions of the Work in accordance with the Agreement.

The cost, including the Owner's overhead, incurred by the Owner in its attempt to correct the Contractor's delinquent prosecution of the Work, shall be deducted first from any money due or thereafter to become due to the Contractor under this Agreement; or the Owner may, at its option, terminate the Contractor's right to proceed with the Work and take possession of the site and complete the Work by whatever method the Owner deems expedient. In the event the Owner takes such action as a result of the Contractor's failure or neglect to carry out the Work, the Contractor shall take no action to cancel existing orders for materials necessary to complete the Work.

In case the Owner discontinues the Contractor's right to proceed with the Work, the Contractor shall not be entitled to receive any further payment under this Agreement until the cost of the supplemental Work undertaken by the Owner is fully reimbursed by the Contractor. If the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but, if such expense shall exceed such unpaid balance, then the Contractor shall pay to the Owner the amount by which such expense exceeds such unpaid balance within ten (10) days of demand by the Owner.

The expense incurred by the Owner as herein provided either for furnishing materials or for furnishing work, and any damages incurred by the Owner by reason of the Contractor's default, shall be chargeable

to, and paid by the Contractor. The expense to complete the Work of the Contractor shall be the sum of all costs to complete the Work, plus ten (10%) percent thereof and shall include, but not be limited to, the costs of materials, wages, salaries, subsistence, travels, transportation, equipment rentals, equipment maintenance, tools, supplies, freight charges, services, utilities, taxes, insurance, pensions, fringe benefits, office expenses, license fees, legal fees, accounting costs, engineering costs, bonds, penalties, litigation, financing, interest, and all other costs incurred by the Owner in completing the Work. If the Owner elects not to terminate the Contractor's right to proceed, the Contractor agrees to reimburse the Owner, for losses or damages resulting from the delay in timely progress of the Work, as well as all costs incurred by the Owner as defined above.

Should the Contractor default in the proper and/or timely performance of the Work, thereby causing delay to work by others, the Contractor shall be liable for all loss and damages, including liquidated and consequential damages (if any), sustained by the Owner or by others. The Contractor shall not be liable under this Section 15, if such default is caused by strikes, lockouts, Acts of God, or other reasons beyond the control of Contractor, provided that the Contractor gives written notice of the delay to the Owner within four (4) days following the start of the alleged occurrence.

The Owner reserves the right to terminate this Agreement in the event that any funding agency terminates the Project, or fire or other catastrophe damages the Project. In the event of such termination, the Contractor shall be entitled only to payment in the lesser amount of either:

- a. Cost of the work actually completed, plus a reasonable percentage of the cost of the work actually completed for field supervision, overhead and profit.
- b. A percentage of this Agreement amount that reflects the value of work actually completed in proportion to the Agreement amount.

There shall be deducted from any entitled amounts to be paid as provided in this Section 15, the amount of any payments made to the Contractor prior to the date of termination of this Agreement. The Contractor shall not be entitled to any claim or claim of lien against the Owner or against the City of Detroit for any additional compensation, anticipated profits, anticipated revenues, profits from declined Projects or consequential damages in the event of such termination.

16. TERMINATION FOR CONVENIENCE

The Owner reserves the right to terminate this Agreement without cause at any time, without incurring any further liability whatsoever, other than as stated in this provision, by giving written notice to the Contractor of such termination specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. If this Agreement is terminated, the Owner will pay the Contractor only for the Work completed and stored on site prior to termination, including any retained amounts. The amount of the payment shall be computed by the Owner on the basis of the Work properly installed and such other means which, in the judgment of the Owner, represents fair value of the services provided, less the amount to any previous payments made, which final payment the Contractor agrees shall constitute full and complete payment and satisfaction under this Agreement.

The Owner or the Owner's designee may, at the Owner's option, undertake any part of the Work that is to be performed by the Contractor. In such an event, the Contractor shall not be entitled to any fees on the value of the Work not performed by the Contractor.

17. INSURANCE

The Contractor shall purchase and maintain in force the following insurances for the duration of this Agreement and any additional periods of coverage specified below:

a. Insurance Provided by the Contractor

The Contractor and all subcontractors of the Contractor shall be responsible for insuring their own transit coverage to the job site. If off-site storage is required, the Contractor shall provide separate proof of insurance for the entire value of the stored items and provide a safe storage area acceptable to the Owner. Deductibles resulting from transit and off-site storage shall be borne by the Contractor.

The Contractor and the Contractor's subcontractors performing work of any type at the Project Site shall maintain and pay for the following insurance coverage with the minimum limits:

- 1) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance, with minimum limits of \$500,000 for each accident, \$500,000 for each disease, and \$500,000 each disease per employee. The Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation and Employers' Liability insurance from any consultant or subcontractor retained by it to render any of the Services. The Contractor shall keep this insurance in force and effect until the receipt of final payment.
- 2) Comprehensive General Liability insurance which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage, with a \$5,000,000 umbrella including XCU and Products Completed Operations. This insurance shall be kept in force and effect for the entire term of this Agreement.
- 3) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury of \$2,000,000 each person and \$5,000,000 each accident and property damage of \$5,000,000 each accident. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. The Contractor shall keep this insurance in force and effect until receipt of final payment.
- 4) Pollution Liability Insurance which conforms to the following requirements: the minimum policy limits shall be \$5,000,000 for each occurrence and in the aggregate. This insurance shall be kept in force and effect for the entire term of this Agreement.

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

The Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions under this Section 17 requiring the Contractor to carry the insurance described herein shall not be construed in any matter as waiving or restricting the indemnification, obligation, or any other liability of the Contractor under this Agreement.

Except for Workers' Compensation Insurance, all policies of insurance required hereunder shall name the Owner and the City of Detroit as additional insureds. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

The Contractor agrees that it will require each subcontractor or consultant utilized by the Contractor in connection with this Agreement and Project to maintain adequate insurance for its

respective job, naming the Owner and the City of Detroit as additional insureds. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

Before the Contractor, its subcontractors, or its consultants commences performance of any Work at, prepares material for, or delivers material to, the Project Site, the Contractor and all of the Contractor's subcontractors, at any tier, shall provide Certificates of Insurance evidencing coverage in amounts not less than required above. Each of these required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to the Owner and the City of Detroit given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to the Owner new Certificates conforming to the above requirements before the effective date of such cancellation.

b. All Risk Insurance

The Contractor shall secure an "All Risk" form of property insurance. The Contractor shall be responsible for the deductible amount upon any covered loss sustained by the Contractor or subcontractors of the Contractor.

18. INTEGRATION AND AMENDMENT

All the terms and provisions of the Agreement, including those Contract Documents incorporated herein by reference, between the parties hereto pertaining to the subject matter hereof are fully set forth herein and no prior understanding or obligation not expressly set forth shall be binding on the parties. If any

provision, in whole or in part, of this Agreement should be found legally invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the parties hereto shall, by amendment to this Agreement, properly replace such provision with a reasonable new provision which, as far as legally possible, shall approximate what the parties intended by the original provision, to carry out their purpose hereunder. No amendment or modification hereof shall be effective unless made in writing and executed by the duly authorized representatives of both parties.

19. GENERAL

The Contractor represents and states that the Contractor has carefully examined and understands this Agreement and the Contract Documents, and that the Contractor has investigated the nature, locality, and site of the Work, and that the Contractor enters into this Agreement on the basis of the Contractor's own examination, investigation, and evaluation of all such matters. The Contractor further represents that the Contractor is not in reliance upon any opinions or representations of the Owner, or of any of its officers, agents, servants, or employees.

No waiver by the Owner of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof, or a waiver of any subsequent breach by Contractor of the same or any other provision.

The Owner's engagement of the Contractor is based upon the Contractor's representations to the Owner that it:

- a. is experienced in the type of labor and services the Owner is engaging the Contractor to perform.
- b. is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located.
- c. is qualified, willing and able to perform the labor and services for the Project; and
- d. has the expertise and ability to provide labor and services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project. The contractor acknowledges that it and its subcontractors are obligated to pay the prevailing wage and fringe benefit rates for the same or similar work in the locality in which the work is to be performed. The prevailing wage and fringe benefit rates shall be determined under 1965 PA 166, MCL 408.551 to 408.558.

20. ORDER OF PRECEDENCE

It is agreed that, in case of conflict between the terms of this Agreement and the terms contained elsewhere in the Contract Documents, the terms of the Agreement shall take precedence, and the conflicting terms found elsewhere in the Contract Documents shall be interpreted in accordance with the terms of this Agreement. Order of precedence for the Contract Documents shall be as follows:

Agreement
Special Provisions
Scope of Work
Contract Proposal
General Requirements
Supplemental Specifications
Standard Specifications
Construction Plans and Specifications

21. CITY COUNCIL AUDIT

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

22. EXTENT OF AGREEMENT

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship between any parties other than the Owner and the Contractor. Any contractual relationship between the Contractor and any subcontractor shall arise solely from and by virtue of an express contract between such parties. Nothing in the Contract Documents shall be deemed to give any third party any claim or right of action against the City of Detroit, the Owner, or the Contractor that does not exist without regard to the Contract Documents.

23. GOVERNMENT REGULATIONS

The Contractor shall comply with all rules, regulations, orders, etc., of all government agencies applicable to the Work under this Agreement. The Contractor shall cooperate with the Owner in promptly furnishing any information required by such agencies. It shall be an obligation of the Contractor to keep itself informed of governmental rules, regulations, orders, etc., which are applicable to the Work.

The Contractor shall include and contractually obligate all its subcontractors, suppliers, and vendors to specifically conform to all of the requirements of this Section in the performance of the Work.

24. CONTRACTOR WARRANTIES

The Contractor warrants and represents that all materials and equipment included in the Work are new, unless otherwise specified, and that the Work is of good quality, free from improper workmanship and defective materials and in conformance with design documents. Any portion of the Work that does not conform to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Owner upon discovery by the Owner. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the Final Completion Date of the Phase in which such portion of the Work is included or for such longer periods of time as may be agreed upon or specified.

The Contractor shall collect and deliver to the Owner, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the Final Completion Date of the Phase in which such work is included, unless otherwise defined by the Contract Documents.

The Contractor shall warrant by sworn statements and waivers of lien that title to the Work invoiced in the Progress Payment Application will pass to the Owner either by incorporation in the construction or upon receipt payment by the Owner, whichever comes first. The Contractor shall warrant that all completed Work covered by an Application for Payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the Work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Owner.

25. SUBCONTRACTS

No portion of the Work may be subcontracted without prior written approval of the Owner. The Contractor shall submit the necessary subcontractor approval request forms, insurance certificates, and such other

affidavits as may be required by the Agreement. Approval of any subcontractor shall not relieve the Contractor of any responsibilities, duties, and/or liabilities as contained in the Contract Documents.

The Contractor shall require its approved subcontractors to provide an experienced and competent superintendent or foreman at the site of the Work at all times the Work is in progress. The superintendent or foreman shall have full authority to act for and sign on the subcontractor's behalf. The Owner shall have the right to demand removal of any contractor or subcontractor superintendent or foreman demonstrating a lack of competence or ability to perform the Work in accordance with the Contract Documents.

26. OTHER CONTRACTS

The Work of the Contractor is required to be coordinated with that of the Owner, the construction manager being Mannik & Smith Group, Inc. (the "Construction Manager"), and other contractors that may be employed by the Owner at the site. The Contractor shall fully cooperate and coordinate the Work with the Owner and other contractors in such a manner as the Owner may direct, so that the Work on the entire Project may be performed without delay or interference. No claim for additional costs or damages will be allowed for alleged interference or delay resulting from improper coordination of the Work.

27. PERMITS

The Contractor shall, unless specifically stated otherwise in the Contract Documents, secure and pay for all permits required for the performance of the Work, including, but not limited to, demolition permits, foundation and building permits, plumbing and electrical permits, Fire Marshall reviews, soil erosion permits, drain layer permits, street encroachment permits, and any other required permits, inspections, or fees relating to the Work. Permits shall be secured in a timely manner so as not to delay the start of the Work. Delays caused by the Contractor's failure to obtain the required permits in a timely manner shall not be the basis for any schedule extensions or increases in the Agreement amount.

28. SUBSURFACE CONDITIONS

If the Contractor discovers one or more of the physical conditions on the surface or subsurface at the Work site before disturbing the physical condition, the Contractor shall promptly notify the Owner in writing of the physical condition. The conditions are:

- a. A subsurface or latent physical condition at the site differs materially from those indicated in the Bid Documents or this Agreement.
- b. An unknown physical condition at the Work site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the Work performed pursuant to this Agreement.

If the Owner receives such written notice, the Owner shall, with reasonable promptness, investigate the differing condition. In the event the Owner determines that the physical conditions identified in the written notice differ materially and may cause an increase or impact the costs and/or additional time required to perform the Work, the Owner's determination shall be made in writing and an equitable adjustment or method to determine an equitable adjustment shall be agreed to by the Owner and Contractor, and the Agreement modified accordingly.

The Contractor shall be held to have waived its rights for additional compensation and/or extension of time should the Contractor proceed with the Work associated with a claimed differing condition and fail to comply with the prior written notice requirements of this Section.

The purpose of this provision is to comply with the requirements of the Public Acts of 1998 No. 57. The terms "Contractor", "Governmental Entity", "Improved", "Improvement", "Person", and "Real Property" shall have the meanings set forth in Section 1 of the Act (MCLA §125.1591).

29. NOTICES

All notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by telex, facsimile, or telecopy; (c) sent by U.S. Mail, postage prepaid, certified return receipt requested, or (d) by recognized overnight delivery service. Notices hand delivered, delivered by overnight delivery service, or delivered by telex, facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting. All notices shall be given to the following addresses:

If to Owner: 500 Griswold
Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent
Facsimile Number: 313/963-8839

If to Contractor: _____

Attention: _____
Facsimile Number: _____

30. GENERAL CONDITIONS

The following General Requirements are in addition and supplementary to the terms and conditions stated in the Agreement. It is the intent of these General Requirements to work together with the specified requirements of the Agreement to define the terms and conditions agreed to between the Owner and the Contractor for the performance of the Work. In the event there are any conflicts or specific contradictions between the Sections, the terms set forth in the Agreement shall take precedence.

A. RECORD DOCUMENTS. A set of Record shall be marked as "Record Drawings" and be maintained at the Project site by the Contractor for the purpose of marking all changes, revisions, relocations, reroutes, or variances in the Work that differ from the Construction Documents. The "Record Drawings" shall be made accessible to all of the Contractor's subcontractors for recording any changes, field sketches, revisions, relocations, reroutes, or variances in the Work. The completed set of "Record Drawings" shall be transmitted to the Owner upon completion of the Work provided in a timely manner and in a format acceptable to the City Department having jurisdiction over the Work. Field sketches and installation records, other than shop, fabrication, or field installation drawings, shall not be submitted separately but shall be recorded on the "Record Drawing" set only.

Records of costs, pertaining to the Work performed by the Contractor, shall be kept on the basis of generally accepted construction industry accounting principles, consistently applied. The Contractor shall preserve all such records for a minimum period of three (3) years after the Final Completion Date, or such longer period as may be required by applicable law.

B. PROJECT MEETINGS. The Contractor shall arrange, conduct, and attend scheduled bi-weekly progress meetings. Special meetings for the purposes of coordinating and monitoring the Work progress, identifying problems, informing subcontractor and Project participants of Project status, stressing safety, coordinating construction details and inspecting quality conformance shall be conducted as required to assure the smooth and uninterrupted progression of the Work.

C. CONSTRUCTION PARKING. The Contractor shall be responsible for its employees' and subcontractors' vehicles while parked on or off the construction site. Any vehicle found to be owned by the Contractor's employee or an employee of the Contractor's subcontractor parked illegally may be towed away by the City or the Owner and charged to the Contractor by Change Order. The Owner

reserves the right to deny parking privileges on the Project site to any individual who parks a vehicle improperly or operates any vehicle in an unsafe manner.

D. EXISTING SITE CONDITIONS. The information in this Bid Package is intended to orient the Contractor to the site. The Contractor is responsible for thoroughly evaluating the site conditions. It is the responsibility of the Contractor, in conjunction with the utility companies, to verify the exact types and locations of existing utilities. Any damage to existing utilities caused by the Contractor shall be repaired at Contractor's expense, in accordance with the standard practices of the applicable City department or private utility company.

E. FIRST AID. A completely equipped first-aid kit shall be provided and maintained by the Contractor at the site in a clean, orderly condition and shall be readily accessible at all times to all the Contractor's employees. The Contractor shall designate certain employees who are properly instructed to be in charge of first aid. At least one such employee shall be available at the site whenever work is being carried on.

F. HOURS OF WORK. The Contractor shall conduct the work during normal working hours in cooperation with the existing property owners and occupants. At the beginning of work on this Agreement, the Contractor shall notify the Owner, in writing, of the schedule of the days and work hours proposed for a normal work week. The Contractor shall be responsible for contacting in advance all involved parties whenever the Contractor intends to depart from the normal work week schedule and resolving to the satisfaction of the Owner any reasonable objections. Any costs incurred, due to the failure of the Contractor to properly notify involved parties, shall be paid by the Contractor or deducted from the Contractor's Contract amount.

The Contractor shall plan and conduct the Work so as not to create a public nuisance or disturb the peace specifically for any residents near or adjacent to the Project site. Should the Contractor be stopped by order of a public authority from working at such times that are contrary to or in violation of any law, ordinance, permit, or license, the Contractor shall not be entitled to an extension of time or additional compensation due to such stoppage.

In an emergency requiring work to be performed outside the normal work week schedule to save or protect life or property, the requirements for the twenty-four (24) hour notification will be waived. The Contractor shall notify the Owner as soon as the Contractor determines that an emergency condition exists necessitating the change in or extension of the normal hours of work. However, the Contractor's determination of the existence of the emergency is subject to review and revision by the Owner.

The normal work week schedule and/or daily hours of work may be altered as directed by the Owner, when, in its reasonable judgment, such alteration is necessary to maintain the required progress of the Work.

G. SANITARY REQUIREMENTS. Committing unnecessary acts of nuisance on the Project site is prohibited. Any employee who violates such provisions shall be promptly removed from the Project by the Contractor and not be permitted to work on the Project site without the written consent of the Owner.

H. CLEANLINESS OF WORK AND STREETS. The Work and all public or private property used in connection with the Work shall be kept in a neat, clean, and orderly condition at all times. Stored materials shall be safely stacked and ordered. Waste materials, rubbish, and debris shall be removed daily and shall not be allowed to accumulate. No burning of rubbish is permitted.

The Contractor shall remove unused construction equipment, temporary buildings, and excess materials from the site upon the reasonable request of the Owner. The site shall not be permitted to become a storage yard for the Contractor's equipment and materials not directly involved in the Work.

Any stored equipment or unnecessary materials stockpiled shall be removed from the Project site upon the request of the Owner.

During the performance of the Work, the Contractor shall daily inspect and maintain the Project site in a clean condition including control of dust, picking up of scattered construction debris, and removal of splattered materials from the surfaces of the new construction. Should the Contractor fail to maintain proper cleanliness or order on the site, the Owner, upon forty-eight (48) hour notice to the Contractor, shall arrange for the cleaning and removal of extraneous materials accumulated at the site and shall have the right to deduct the costs incurred from the Contract value.

Trucks hauling loose material from or to the project site shall be tight, and their loads trimmed and tarped to prevent spillage on the public streets. This requirement likewise applies to suppliers making deliveries to the Project site. The Contractor will be held responsible for requiring compliance by the Contractor's suppliers. The Owner shall have the right to deny site access to any subcontractor or supplier who refuses to comply with this requirement. The Contractor shall promptly (daily as a minimum) clean streets, sidewalks and alleys dirtied by any cause arising from the Contractor's operations. Should the Contractor fail to maintain proper street cleanliness, the Owner, upon notice to the Contractor will clean any such public rights-of-way and shall have the right to deduct the costs incurred from the Contract value.

I. SECURITY AND PROTECTION. The Contractor shall secure and protect from theft, loss, or damage all materials and equipment used for or relating to the Work until Final Completion and acceptance by the Owner. The Contractor shall employ and pay for a bonded guard service with a minimum of one (1) mobile guard assigned to the Project site during all non-working hours.

J. WORKING AREA. All the Work under this Agreement shall be performed on the Project site. The Contractor shall access the Project site via City streets and rights-of-way. The Contractor shall review the legal loading limit for the access streets and rights-of-way and shall be responsible for coordinating deliveries and shipments that do not exceed the legal load limits.

The Contractor shall use Flagmen in accordance with MMUTCD whenever trucks or equipment enter public roadways from the Project site.

Should additionally working or storage space be desired, the Contractor shall make all arrangements with any property owner and submit to the Owner written evidence that the Contractor has secured permission to use this property for construction purposes. The Contractor shall pay all expense in connection with its use, and in no way involve or obligate the Owner by such use.

The City Zoning Ordinance provides for the restriction of material storage yards in certain residential areas. The Contractor is responsible to verify that any storage location contemplated can be used and, if a permit is required, shall obtain such permit from the Department of Buildings & Safety Engineering and pay all costs in connection therewith.

AA. DISCLAIMER OF SITE INFORMATION. By its own examinations, observations, investigations, and tests, the Contractor shall make its own determination of the existing site conditions. Information contained in this Bid Package is provided solely for the informational use of the Contractor. The Owner and the City of Detroit do not guarantee the accuracy or sufficiency of any site information.

AB. UNIT PRICES. Unit prices, if established during the Project, shall include all labor, material, tool, supervision, equipment, taxes, insurance, and bonding necessary for or incidental to the proper completion of the Work.

31. ASSIGNMENTS.

a. Assignment by Owner. The Owner may freely assign all or a part of its right, title and interest in the Agreement and upon such assignment, the Contractor shall attorn to the assignee of such assignment as if such assignee were an original party to this Agreement.

b. No Assignment by Contractor. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the Contractor's right, title or interest in it or any part thereof, without the previous written consent of the Owner, which consent may be withheld in Owner's sole and absolute discretion. The Contractor shall not assign, either legally or equitably, by power of attorney or otherwise, any payment due or to become due under this Contract or the Contractor's claim thereto without the prior written consent of the Owner. The approval by the Owner of a particular assignment, transfer, or conveyance shall not dispense with such approval to any further or other assignments, which may be proposed by the Contractor. The approval of the Owner of any assignment, transfer, or conveyance shall not operate to release the Contractor hereunder from any obligations under this Agreement.

(Signatures commence on next page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date first written above.

a Michigan corporation

By: _____
Print Name: _____
Its: _____

**City of Detroit Brownfield Redevelopment
Authority**
a Michigan public body corporate

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: Authorized Agent

Approved as to form only:
General Counsel to the Owner

By: _____
Rebecca A. Navin, Esq.

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit all monthly invoices to the Construction Manager for final submission to the Owner. The Contractor shall also submit a Cost Breakdown of the Work for the purpose of developing a Schedule of Values as required by the Owner and/or Funding Source's accounting requirements and as required to further break down the unit cost in the proposal. The Cost Breakdown shall when totaled equal the Contract Value amount. The developed Schedule of Values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Construction Manager and Owner and may be revised by either the Construction Manager or Owner at its sole discretion if it reasonably appears unbalanced. The Owner reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Owner should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Construction Manager and the Owner's Sr. Sr. Project Manager identified in Section 9 of the Agreement and provide an estimate of the quantities and values of Work completed as projected to the end of the month so that a value of Work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the Line Items in the approved cost breakdown the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and "Continuation Sheet" found in Attachment B), together with a spreadsheet of the Schedule of Value approved by the Owner.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor to the Construction Manager at the time payment is made. A Final Unconditional Waiver of Lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and material furnished to the date of request has been paid in full shall accompany each monthly invoice.
6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

Orza Robertson, Sr. Project Manager
City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after approval by the Owner.
8. Payment will not be made for materials stored off of the Project site.

9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Construction Manager or Owner may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Owner.
 - b. Such items as Bonds and Certificates of Insurance are furnished satisfactorily to the Owner.
 - c. Such time as the Owner receives from its Funding Sources funds for the work performed by Contractor, and properly invoiced from Contractor to the Owner.
 - d. If the Contractor fails to or is deemed by the Owner to be in willful default of the requirements to comply with the goals set by the City of Detroit's Executive Orders No. 4 and 22.
11. The Owner will pay Contractor the value of work approved by the Owner, less the applicable retainage, for Contractor's approved invoices within thirty (30) days of the receipt, by the Owner.

ATTACHMENT B

RELATED DOCUMENTS

The Contractor shall be responsible to secure copies of the following documents necessary for the proper administration of the Agreement:

- AIA Document G701
- AIA Document G702
- AIA Document G703
- Instruction Sheets for AIA G702/G703
- Contractor's Sworn Statement
- Partial Unconditional Waiver of Lien
- Final Unconditional Waiver of Lien

ATTACHMENT C

Maintenance of Records:

Records shall be maintained in accordance with Part 196, Clean Michigan Initiative Implementation, of NREPA.

- (a) The Contractor shall maintain full and complete books, ledgers, journals, accounts, documents and records, and any other supporting data (herein collectively called "Records") in auditable form in accordance with generally accepted accounting principles wherein are kept all entries reflecting all of its operations pursuant to this Agreement. The Records shall document all services performed under this Agreement including, but not limited to, all Activities performed pursuant to this Agreement and all financial records associated therewith.
- (b) The Contractor shall make available, and shall require any subcontractor to make available, at all reasonable times all Records and project sites directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under this Agreement by the Owner, the City, the Comptroller of the United States, and any other City, State, or Federal agencies.
- (c) The Contractor upon request by the Owner, shall provide to the Owner all data and information as necessary to allow the Owner to meet its reporting obligations to the City, including, but not limited to, data and information needed by the Owner for close-out submissions, if any, to the City.
- (d) The Contractor shall keep records in sufficient detail and shall report in sufficient detail to the Owner, and shall require its subcontractors to keep records and to report in sufficient detail to the Contractor, so as to enable (1) the City to meet all of its reporting and monitoring obligations, and (2) the Owner to meet any of its reporting and monitoring obligations under the Agreement between the governing jurisdiction for Infrastructure Improvements.
- (e) In the event of any dispute between the parties hereto as to the reporting requirements required hereunder or to be required of the subcontractors, the reasonable determination of the Owner shall govern.

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

The Contractor shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 24 CFR 87 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring that the Contractor and any subcontractor not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. If compensation to be paid to the Contractor, as provided in Section 4.01, exceeds \$100,000, the Contractor shall submit to the Owner the Certification Regarding Lobbying, Attachment C-1 herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Attachment C-2 herein (the "Disclosure"). The Contractor shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the Certification and require that the language of the Certification be included, in the award documents for any subcontracts.

- (a) The Contractor shall, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor, or principal, as defined in the Federal regulations at 24 CFR 24.105, during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR, part 24, or during any period during which the Contractor or subcontractor or principal is proposed for debarment under 48 CFR, part 9, subpart 9.4. If during the term of this Agreement, the Contractor is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 24 CFR, part 24, the professional subcontractor shall immediately notify the Owner.
- (b) The Contractor shall submit to the Owner a certification regarding debarment, suspension, ineligibility, and voluntary exclusion utilizing the form attached hereto as Attachment C-3, and in conformance to the instructions thereon.
- (c) The Contractor shall require all parties who occupy a position with the Contractor defined in 24 CFR 24.105 as a principal to submit such certification to the Contractor, who in turn, shall submit such certification to the Owner. The Contractor shall require all parties who stand in a lower tier relationship to the Contractor to submit such certification to the Contractor, and the Contractor shall submit such certification to the Owner, if such lower tier relationship is a covered transaction as defined in 24 CFR 24.110.

C-1

CERTIFICATION RE LOBBYING

C-2

DISCLOSURE

C-3

CERTIFICATION RE ELIGIBILIT