REQUEST FOR PROPOSALS

PARK LIGHTING PROJECT
BALDUCK PARK, BUTZEL FAMILY CENTER,
PALMER PARK, AND PATTON PARK
DESIGN AND BUILD PROJECT

June 30, 2023

Client / Owner:
City of Detroit
General Service Department (GSD)
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, Michigan 48226

Issued by:
Detroit Economic Growth Association (DEGA)
500 Griswold Street
Suite 2200
Detroit, Michigan 48226
SECTION I – INTRODUCTION

The General Services Department (GSD), through The Detroit Economic Growth Association (DEGA), is releasing an RFP for the Park Lighting Design and Build Project. The project includes the design and installation of public lighting for park walkways and sports courts located at Palmer Park (600 Merrill Plaisance Street, Detroit, MI 48203), Butzel Family Center (7737 Kercheval Street, Detroit, MI 48214), Patton Park (8660 Dix Avenue, Detroit, MI, 48209) and Balduck Park (5720 Canyon Street, Detroit, MI 48236).

The Opportunity
The Park Light Project is envisioned to expand public lighting along walkways and sports courts for the identified locations. This project will improve safety and improve the identified parks, allowing visitors to take advantage of these public green spaces. Under the guidance of GSD, the chosen firm will design and install lighting pursuant to the plan details outlined in Attachment A. Funding for this RFP comes from a grant from the Ralph C. Wilson, Jr. Foundation.

DEGA Relationship to the City of Detroit
The DEGA is a private non-profit corporation that supports private investment and business growth within the neighborhoods throughout the City of Detroit using a combination of philanthropic grants, public monies, and other funds. The DEGA is staffed and managed by the Detroit Economic Growth Corporation.
SECTION II – RFP OVERVIEW

This RFP solicits proposals (each, a “Proposal”) from interested and qualified design and construction professionals (the “Consultants”) for the development of the Park Light Project, incorporating the requirements stated in this RFP. Each Proposal must state a not-to-exceed amount that the responding firm requires as its fees for the complete provision of the proposed services.

It is the intent of the DEGA to receive Proposals and interview the candidate(s) deemed to be most responsive. The DEGA will enter into a Construction Services Agreement (the “Agreement”) with the successful Consultant for the completion of the construction project. Please see Attachment B to Part II of Section III of this RFP for a copy of the Agreement. See Exhibit A for scope of services.

Schedule
By submitting a Proposal, the Consultant agrees that the following tentative schedule is acceptable, and that the Consultant (and its Sub Consultants as applicable) has the resources and capabilities to adhere to the schedule (all dates in 2023):

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30</td>
<td>RFP published</td>
</tr>
<tr>
<td>July 11</td>
<td>Pre-Bid meeting – 10 am – (via Zoom)</td>
</tr>
<tr>
<td>July 19</td>
<td>End date for Questions &amp; Clarifications – 4PM EST</td>
</tr>
<tr>
<td>July 20</td>
<td>Response published to Questions and Clarifications by DEGA 11AM</td>
</tr>
<tr>
<td>July 24</td>
<td>Proposals due, via email to <a href="mailto:mcameron@degc.org">mcameron@degc.org</a> – 4 PM EST</td>
</tr>
<tr>
<td>July 25</td>
<td>Selection of the finalists</td>
</tr>
<tr>
<td>July 26</td>
<td>Finalist Follow Up</td>
</tr>
<tr>
<td>August 4</td>
<td>Contract execution</td>
</tr>
<tr>
<td>August 4</td>
<td>Notice to proceed issued the same day as Contract execution</td>
</tr>
</tbody>
</table>

Summary of the RFP Process
The DEGA will select its preferred Consultant based on the candidate’s qualifications and the responsiveness of the candidate’s Proposal.

The DEGA will be the contracting party and staff from the City of Detroit’s General Services Department will be the project managers. Funding for this Project originates from the Ralph C. Wilson, Jr. Foundation.

Confidentiality of Proposals
Proposals will not be opened in a public opening. Proposals will be opened with reasonable precautions to avoid disclosure of contents and proprietary or confidential information to competing candidates, or the public. However, the candidate is advised that after the due date for Proposals, the Proposals may become a public record and may be subject to the terms of the Freedom of Information Act.

Evaluation Process
The DEGA is committed to providing a fair selection process. All proposals received in accordance with the bid package will be evaluated based on the DEGA’s procurement scoring guidelines. Prior to scoring all proposals, DEGA staff will apply an equalization credit to the base bid price for all Detroit-headquartered and Detroit-based businesses in accordance with the following:
Following the application of applicable equalization credit, DEGA staff will score all proposals and assign a score to each bid package based on the following criteria and point allocation:

i. Base bid price (as adjusted for equalization): 40% of the total score  
ii. Bidder’s previous performance: 25% of the total score  
iii. Bidder’s relevant experience: 25% of the total score  
iv. Bidder’s proposal and qualifications: 10% of the total score

DEGA staff may also conduct mandatory post-solicitation interviews with the top respondents. The DEGA reserves the right to reject any or all Proposals or to negotiate with any sources whatsoever.

**DEGA Project Review Team Responsibilities:**

After contract execution, the DEGA will assemble a technical review team consisting of DEGA and City of Detroit representatives to provide reaction to and guidance to the selected Consultant. During Project execution, all communications and direction will originate from the DEGA staff or GSD staff, through its designated project manager. Some of the contemplated actions and activities the City of Detroit expects to participate in and provide guidance on include:

1. Work with Consultant to schedule and/or conduct the Project related meetings.  
2. Coordinate activities that require other personnel and approvals  
3. Compel other parties to furnish existing information for the area, including plans and reports, if available.

<table>
<thead>
<tr>
<th>Contract Value</th>
<th>Credit Percentage and Cap for Detroit-HQ Businesses</th>
<th>Credit Percentage and Cap for Detroit-Based Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $1,000,000.00</td>
<td>6% credit</td>
<td>5% credit</td>
</tr>
<tr>
<td>$1,000,000.00 and over</td>
<td>3% credit, capped at $75,000</td>
<td>2% credit, capped at $75,000</td>
</tr>
</tbody>
</table>
The Detroit Economic Growth Association (the “DEGA”) invites design and construction professionals (the “Consultants”) to submit to the DEGA Proposals incorporating the requirements stated in this Request for Proposals (“RFP”) for the provision of the Park Lighting Project.

The services to be provided by the Consultant are fully described in the following Parts 1-2 of this Section III and in the Attachments to Part 2 that comprise, together, with any addenda subsequently issued in accordance with this document, the basis for the Consultant’s Proposal.

PART 1                GENERAL
PART 2                PROPOSAL FORM
ATTACHMENT A          PARK LIGHTING PLANS
ATTACHMENT B          STANDARD PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT C          ADVERTISEMENT
EXHIBIT A             SCOPE OF SERVICES
ATTACHMENT D          INCOME TAX CLEARANCE INSTRUCTIONS
ATTACHMENT E          W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM
PART 1 – GENERAL

A. Purpose
It is the intent of the DEGA to receive proposals from and to enter into a Construction Services Agreement with the Construction Contractor deemed by the DEGA as the most qualified provider of the Services. The Consultant shall furnish all necessary labor, design and engineering, site preparation, subsurface work, provide and install lighting equipment, final grading, and support assistance incidental and necessary, and shall produce the Park Lighting Project (as further described in Exhibit A attached hereto and collectively referred to as the “Services”).

B. Issuing Office & Contact Person
Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Contact Person: Maxwell Cameron
mcameron@DEGC.org
(313) 237-4636

C. Questions and Clarification of RFP
Questions and clarifications to this RFP shall be submitted to: mcameron@degc.org, tkarl@detroitmi.gov, and landrumr@detroitmi.gov. The deadline to submit questions and clarifications is Wednesday, July 19, 2023 at 4PM EST.

D. Delivery of Proposal to DEGA
Each Proposal shall be emailed to mcameron@degc.org with the Subject – Park Lighting Project Proposal no later than 4:00 pm on July 24, 2023. Proposals submitted or received after the deadline will not be considered.

E. Addenda to This Request for Proposal
The DEGA reserves the right to make written modifications to this RFP. Only the issuing office via a written addendum shall originate any revisions to this RFP. The DEGA shall endeavor to provide notice of any subsequent addenda to all parties who have obtained from the DEGA a copy of the RFP; however, the proposing Consultant shall be responsible to secure the addendum and address all changes in its submitted Proposal. Receipt and incorporation of any addendum shall be clearly indicated in the submitted Proposal.

F. Complete Proposals
Each proposing Consultant must submit a complete Proposal using the format provided in Part 2 - Proposal Form and the other information as expressed in Part 1, paragraph K and L of the RFP. The submitted Proposal shall be executed by an official authorized to submit and bind the proposing Consultant to the provisions of the Proposal. The Proposal shall identify the names, addresses, and phone numbers of each person authorized by the proposing Consultant to negotiate and execute the Agreement that is included as in the Forms section of Part 2 of the RFP.

G. Confidentiality of Proposals
Proposals will not be opened in a public opening. Proposals will be opened with reasonable precautions to avoid disclosure of contents and proprietary or confidential information to competing Consultants, or the
public. However, the candidate is advised that after the due date for Proposals, Proposals may become a public record and may be subject to the terms of the Freedom of Information Act.

**H. No Compensation for Preparation Costs of Proposal**
The Consultant agrees and understands that submission of a Proposal responding to this RFP is a voluntary action on the part of the Consultant. The DEGA will not pay any fees to or reimburse any costs incurred by a proposing Consultant or Sub Consultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Services for the Park Lighting Project.

**I. Organization of Consultant**
The proposing Consultant agrees to appoint a qualified key individual to coordinate all activities performed and provision of Services by the Consultant and its sub consultants required to complete the proposed Services. The Consultant’s key individual shall coordinate and report its activities relating to the Services provided to the DEGA Project Manager. The Consultant’s key individual shall assume the duty to keep the DEGA Project Manager and General Services Department Project Manager informed of all issues involving the Services provided. The Consultant’s key individual shall be responsible for coordinating and obtaining information, access, equipment, materials and laborer necessary for the provision of the Services.

**J. Project Area**
The Consultant shall provide requested Services at the City of Detroit parks identified in the introduction of this RFP.

**K. Contents of Submittals**
All submissions must contain the information identified below.

1. **Cover letter**
2. **Acknowledgment of any RFP addenda**
3. **Table of Contents**
4. **Signed Signature pages from the Special Forms paragraph of Part II**
5. **Completed Proposal Submittal Format:**
   a. Completed and executed Part 2-Proposal Form, including the Forms section.

**L. Evaluation Criteria**
The DEGA is committed to providing a fair and open selection process.

The Proposal review committee will include representatives of the General Services Department and DEGA staff and then make a recommendation to the DEGA leadership for its consideration.

**Interview**

- After evaluation and review of the Proposals, the DEGA may invite the firm or firms with the most responsive Proposal for a clarification interview.

**M. Form & Terms of Agreement:**
The form of Agreement between the selected Consultant and the DEGA shall be the Construction Services Agreement (the “Agreement”), included as Attachment B to Part III-Proposal Form. The
Consultant shall acknowledge by the submission of its Proposal, that the Consultant agrees to the terms and conditions stated in the Agreement and this RFP, and that the Consultant agrees to execute the Agreement without modification.

**N. Compensation**
The Consultant shall submit a proposal with line item not-to-exceed amounts for the provision of the proposed Services, as defined in Part 2 – Proposal Form. The Consultant shall be compensated based on an approved monthly invoice for Services provided through the last day of the prior month. The total compensation due and payable shall not exceed the not-to-exceed amounts stated in the Agreement. The Consultant shall provide with each monthly invoice a detailed summary of the charges in accordance with the requirements that are contained in the Agreement. Consultant shall submit a copy of the monthly invoice to both the project manager of the DEGA and to the project manager of the General Services Department. The DEGA will only process payments based on the written authorization of the project manager from the Planning and Development Department. DEGA shall endeavor to make Payments within thirty days after receipt of an approved monthly invoice.

**O. General Requirements:**
During the specified duration for the provision of Services, the Consultant shall arrange and attend meetings, coordinate activities as necessary, and obtain information to complete the scope of Services described in Exhibit A of the RFP. The Consultant shall, without limitations, coordinate its Services with the DEGA and when necessary, the review committee and other stakeholders, including: Representatives from the, City of Detroit General Services Department (“GSD”), City of Detroit Housing and Revitalization Department (“HRD”), City of Detroit Planning and Development Department (“PDD”), other City agencies and Departments, and other organizations, private entities, community groups, their representatives, and contractors as identified by the DEGA, and as may be necessary for obtaining information pertaining to the Plan Area. The Consultant shall produce and keep written records of all meetings attended and provide, upon request, copies of such written records to the DEGA.
PART 2 – PROPOSAL FORM

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the “Request for Proposals to provide design and construction services for the Park Lighting Project”, including all necessary data collection and analysis, planning sessions and community engagement with the City and District stakeholders, and administration (together, the “Services”); and having examined the Scope and being familiar with all local conditions affecting the Project and the Services in this Proposal, hereby proposes to furnish all labor, graphics, reports, supplies, transportation and supervision necessary or incidental to the proper and full provision of all Services in accordance with the RFP for the not-to-exceed amounts for each line item as set forth below:

Name of Proposing Consultant: ______________________________________
Consultant’s Address: _______________________________________________

Consultant’s Telephone No.: _________________________________________
Consultant’s Fax No.: _______________________________________________

This proposal is submitted to:
Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, MI 48226
Attn: Maxwell Cameron
Park Lighting Project

**Item #1-A – Balduck Park Design and Build** – Provide new lighting for walkways, approximately 1,100 Linear Feet on a design and build basis. This will consist of completing engineered drawings, installation of new PVC conduit, lighting poles bases, lighting circuits and new metal LED fixtures, securing permitting and inspections, providing As-Built drawings, and performing associated training with GSD staff.

________________________________________________________________________ ($_________________ dollars)
(in written form)

**Item #1-B – Balduck Park Lighting Fixtures** – See Scope, Drawings, and Specifications for equipment.

________________________________________________________________________ ($_________________ dollars)
(in written form)

**Task #2-A – Butzel Family Park Design and Build** - Provide new lighting for walkways, approximately 1,500 Linear Feet on a design and build basis. This will consist of completing engineered drawings, installation of new PVC conduit, lighting poles bases, lighting circuits and new metal LED fixtures, securing permitting and inspections, providing As-Built drawings, and performing associated training with GSD staff.

________________________________________________________________________ ($_________________ dollars)
(in written form)

**Task #2-B – Butzel Family Park Lighting Fixtures** – See Scope, Drawings, and Specifications for equipment.

________________________________________________________________________ ($_________________ dollars)
(in written form)

**Task #3-A – Patton Park Design and Build** – Provide new lighting for walkways, approximately 1,700 Linear Feet on a design and build basis. This will consist of completing engineered drawings, installation of new PVC conduit, lighting poles bases, lighting circuits and new metal LED fixtures, securing permitting and inspections, providing As-Built drawings, and performing associated training with GSD staff.

________________________________________________________________________ ($_________________ dollars)
**Task #3-B – Patton Park Lighting Fixtures** – See Scope, Drawings, and Specifications for equipment.

________________________________________________ ($________________dollars)
(in written form)

**Task #4-A – Palmer Park Design and Build** – Provide new Tweener lighting system for tennis courts, approximately 1,180 Linear Feet on a design and build basis. This will consist of completing engineered drawings, installation of fencing sleeves and posts, new PVC conduit, lighting poles bases, lighting circuits and new metal LED fixtures, securing permitting and inspections, providing As-Built drawings, and performing associated training with GSD staff.

________________________________________________ ($________________dollars)
(in written form)

**Task #4-B – Palmer Park Lighting Fixtures** – See Scope, Drawings, and Specifications for equipment.

________________________________________________ ($________________dollars)
(in written form)

**Task #5 – Additional Services** – Provide services as approved by the City Representative(s) related to hidden conditions, repairs, and additional desired work.

One Hundred Thousand Dollars ($ 100,000.00 dollars)
(in written form)

**Total Cost for Tasks 1 - 5**

________________________________________________ ($________________dollars)
(in written form)

**ALTERNATE SCOPE**

**Task #6-A – Patton Park Parking Lot Design and Build** – Provide new lighting for parking lot, approximately 680 Linear Feet on a design and build basis. This will consist of completing engineered drawings, installation of new PVC conduit, lighting poles bases, lighting circuits and new metal LED fixtures, securing permitting and inspections, providing As-Built drawings, and performing associated
training with GSD staff.

________________________________________________ ($________________dollars)
(in written form)


________________________________________________ ($________________dollars)
(in written form)

**Total Cost for Alternate Scope**

________________________________________________ ($________________dollars)
(in written form)
# PARK LIGHTING PROJECTS REQUEST FOR BID

## BREAKDOWN OF BASE BID

Price Item Details: **PARK LIGHTING PROJECTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Balduck Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Design and Build</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>b. Lighting Fixtures</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>(Items 1-5 Balduck Park Materials)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Butzel Family Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Design and Build</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>b. Lighting Fixtures</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>(Items 1-5 Butzel Family Park Materials)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Patton Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Design and Build</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>b. Lighting Fixtures</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>(Items 1-5 Patton Park Materials)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Palmer Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Design and Build</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>b. Lighting Fixtures</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>(Items 1-2 Palmer Park Materials)</td>
<td></td>
<td></td>
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<tr>
<td>5. Additional Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LS</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL – Park Lighting Projects:** $ ________________
6. **Alternate #1 Patton Park Parking Lot**
   a. Design and Build
      LS $________
   b. Lighting Fixtures
      EA $________
         *(Items 1-5 Patton Park Materials)*

   **TOTAL – Alternate Lighting Project:**
   $____________________

**END OF BID FORM**
Sub Consultant’s fees (separated here for Owner’s review.)

Sub Consultant ______________________________
________________________________________________ ($________________dollars)
(in written form)

Sub Consultant ______________________________
________________________________________________ ($________________dollars)
(in written form)

Sub Consultant ______________________________
________________________________________________ ($________________dollars)
(in written form)

These stated amounts include all allowances, insurance, taxes, bonds, fees and permits required by the RFP and by the Agreement, Attachment B to this Part II – Proposal Form, and the proper and complete performance of the proposed Services in accordance with the RFP and the Agreement.

STARTING AND COMPLETING SERVICES
The undersigned declares and promises that if awarded the Agreement, the Consultant is prepared to and will start the provision of the proposed services upon the receipt of a Notice to Proceed from the DEGA and will complete all segments within 8 months from the date of the NTP.

ADDENDA
The undersigned acknowledges receipt of the following addenda, which specify revisions to the RFP documents, and states that the costs, if any, of such revisions have been included in the Proposal and other prices quoted herein:

Addenda No.______________ Dated______________
Addenda No.______________ Dated______________

PROPOSED SUBCONSULTANTS
The undersigned, on behalf of the Consultant, proposes the following Sub Consultants to assist in the provision of the Services. The Consultant warrants that the proposed Sub Consultants will comply with the requirements of the Agreement and RFP. Copies of all Sub Consultant and/or subcontractor’s proposals are being submitted to DEGA at the same time as the Consultant’s Proposal. All Sub Consultant contract values from the Sub Consultants’ proposals are incorporated into this Part 2 as submitted by the Consultant. A standard hourly rate schedule for each class of employee is included for the Consultant and any Sub Consultant, and is attached as Attachment C.
CONSULTANT’S EXAMINATIONS AND UNDERSTANDING
The undersigned certifies that the RFP Documents together with any and all Addenda issued, have been carefully examined by the Consultant. The undersigned declares that the required amount and nature of the Services is understood by the Consultant, and that at no time will it claim a misunderstanding of the RFP or the Scope of Services.

The undersigned specifically certifies that the Consultant agrees that the Schedule set forth in Section II of the RFP is acceptable and that the Consultant (and its Sub Consultants as applicable) has the resources and capabilities to adhere to the schedule.

The undersigned certifies that the Consultant agrees and understands that submission of a Proposal responding to the RFP is a voluntary action on the part of the Consultant. The DEGA will not pay any fees to or reimburse any costs incurred by a proposing Consultant or Sub Consultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Warren Yard Trailhead Playground Construction Project.

FORM AND TERMS OF CONSTRUCTION SERVICES AGREEMENT
The undersigned, on behalf of the Consultant, acknowledges and agrees to the terms and conditions stated in the RFP and in the Agreement included as Attachment B to this Part III-Proposal Form and agrees to execute the Agreement without modification.

INSURANCE REQUIREMENTS:
The Consultant agrees by submission of its Proposal to provide the DEGA, prior to execution of the Agreement or commencement of any activities, a certification that the insurance, required in the Agreement, Attachment B, is in place and shall be for the duration of this contract, including any extensions of time to the contract, and until the final payment is received by the Consultant. All insurance policies shall name the DEGA and the City of Detroit (the “City”), as additionally insured parties and shall provide as to the additional insureds that the coverage to be provided shall be primary and non-contributory and shall provide 30-days notification-to-all-insured-parties clause prior to any change in the coverage or a termination of the policies.

CONSULTANT NOT IN ARREARS
The undersigned certifies that, as of the date of this Proposal, the Consultant 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. 21-3-
15, City Code (Ordinance No. 52H). Further, the undersigned certifies that the Consultant has not defaulted in any other contract with the DEGA or the City of Detroit. A City of Detroit Treasury Clearance is required of all bidders.

WITHDRAWAL OF PROPOSAL
The undersigned agrees that this Proposal will remain firm and will not be withdrawn for a period of forty five (45) days after the proposal due date.

REJECTION OF BIDS
The undersigned understands and yields to the DEGA the right to waive any informality in the RFP process and to reject any or all Proposals in whole or in part for any reason whatsoever.

BID SECURITY - Not Required

WAIVER
The undersigned certifies the compensation amount proposed in this Proposal is correct, complete and stated as intended by the undersigned for the provision of Services proposed. The undersigned further certifies that all information given in or furnished with this Proposal is correct, complete, and submitted as intended by the undersigned, and the undersigned does hereby waive any right or claim the Consultant may now have or which may hereafter accrue to the Consultant, by reason of errors, mistakes, or omissions made by the undersigned in this Proposal, to refuse to execute, unaltered, the Agreement (Attachment B) if awarded to the Consultant by the DEGA in response to the Proposal.

SPECIAL FORMS
The undersigned acknowledges that executed copies of the following documents are contained in this Proposal:

1. Acknowledgments – Corporation / Partnership / Joint Venture as applicable
2. Resolution of Authority – Corporation / Partnership / Joint Venture / Limited Liability as applicable
3. Affidavit of Non-Collusion and Non-Conflict of Interest
5. W-9 Request for Taxpayer Identification and Certification. (form attached to the RFP)

The undersigned, hereby, executes and tenders this Proposal to the DEGA on behalf of the proposing Consultant in accordance with the requirements to provide Services necessary to produce as set forth in the DEGA’s Request for the Park Lighting Project for the City of Detroit.

(Signatures on next page)
DATE OF PROPOSAL: ______________________

PROPOSING CONSULTANT: _____________________________________________________
(Please Print Full Legal Name)

Federal Tax ID Number: _________________________________

BUSINESS STATUS: check one

_____ CORPORATION, incorporated under the laws of the State of Michigan?
(If not a Michigan Corporation, are you licensed to do business in the state of Michigan?)
Y _____ N _____

_____ PARTNERSHIP

_____ A JOINT VENTURE

_____ AN INDIVIDUAL DBA ____________________________

_____ A LIMITED LIABILITY COMPANY

Executed and Signed by:

_________________________________________
(Signature)

_________________________________________
(Print Name)

_________________________________________
(Title)
RESOLUTION OF [PARTNERSHIP] [JOINT VENTURE] AUTHORITY (as applicable)

I, _________________________, as General Partner in ______________________________, a [Partnership] of the State of DO HEREBY CERTIFY that the following are General Partners and are licensed to provide the proposed services in the State of Michigan and the City of Detroit:

________________________________________

________________________________________

________________________________________

I FURTHER CERTIFY that any of the General Partners of the [Partnership] [Joint Venture] 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__________, 20____.

________________________________________
General Partner

[PARTNERSHIP] [JOINT VENTURE] ACKNOWLEDGEMENT
STATE OF _____________________)
) SS.
COUNTY OF _____________________)
The foregoing instrument was acknowledged before me this ___ day of______________, 20____, by, General Partner, on behalf of ______________________________, a [Partnership] [Joint Venture].

________________________________________
Signature

________________________________________
Notary Public, _________ County, ____________

My commission expires: ____________________
RESOLUTION OF LIMITED LIABILITY COMPANY AUTHORITY (as applicable)

I, ________________________, as Managing Member in ________________________,
a Limited Liability Company organized under bylaws of the State of ___________ DO HEREBY
CERTIFY that the following are Members and are licensed to provide the proposed services in the State
of Michigan and the City of Detroit:

____________________________________

____________________________________

____________________________________

____________________________________

I FURTHER CERTIFY that any of the Managing Members of the Limited Liability Company are
authorized to execute or guarantee and commit the Limited Liability 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 _________ 20__.

___________________________________
Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF ______________________)

) SS.

COUNTY OF ______________________)

The foregoing instrument was acknowledged before me this _____ day of _____________20__,
by ________________________, Managing Member, on behalf of ________________________.
a Limited Liability Company.

___________________________________
Signature

Notary Public, __________County, __________

My commission expires: ____________________
RESOLUTION OF CORPORATE AUTHORITY (as applicable)

I, ______________________________ as __________________ of ________________________, a Corporation of the State of _____________ DO HEREBY CERTIFY that the following individuals are authorized agents of the Corporation and are authorized to execute this Proposal:

Name: ______________________________ Title: ____________________________
Name: ______________________________ Title: ____________________________

I FURTHER CERTIFY that any of the 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 RFP and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS, THEREOF, I affix my signature on the ___________ day of ______________, 20__.  

CORPORATE SEAL

(Signature)

(Title)

CORPORATE AUTHORITY ACKNOWLEDGEMENT

STATE OF ______________________ ) SS.
COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ____ day of ____________, 20__, by ____ ____________________________, on behalf of ________________________________, a Corporation of the State of ________________.

______________________________

Signature

Notary Public, __________ County____________
My commission expires: ______________________
AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

STATE OF __________________________)

) SS.
COUNTY OF __________________________)

_____________________________________ being first duly sworn, deposes and says that:

(1) He/she is __________________________, of __________________________.
   (Owner, Partner, Officer, Agent) Proposing Consultant

(4) He/she is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances about the same;

(5) Neither the said proposing Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this applicant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other proposing entity, Firm or person to submit a collusive or sham Proposal in connection with the Contract Agreement for which the Proposal has been submitted or to refrain from proposing in connection with such Contract Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DEGA or any person interested in the proposing Consultant;

(6) The price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposing Consultant or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;

(7) The proposing Consultant has no conflict-of-interest with any federal, state, or local governmental agencies or any persons about the service specified in this Proposal.

________________________________________
(Signature)

________________________________________
(Title)

Subscribed and sworn to before me this ______ day of ______________, 20____.

Notary Public, ______________ County, ______________

My Commission Expires: __________________________
Attachment A

Park Lighting Plans
PARK LIGHTING PROJECTS
DETROIT, MI

- ALL PARKS
- PROPOSED PARK LIGHTING PROJECTS

Areas marked with circles indicate proposed park lighting projects.
PROPOSED LIGHTING:

- Pathways

LEGEND

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<th>TYPE</th>
<th>QUANTITY</th>
<th>FOOTCANDLES</th>
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<td>21X1=21</td>
<td>1.5 F.C.</td>
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PROPOSED LIGHTING:

- Pathways
PROPOSED LIGHTING:

- Pathways

LEGEND

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**ELECTRICAL SPECIFICATIONS**

**GENERAL NOTES**

1. **Drawn By:**

2. **Drawn For:**

3. **Sheet Number:**

4. **Issue:**

5. **Date:**

6. **Revision:**

**RECORD DRAWING**

**ELECTRICAL LOAD CALCULATION**

<table>
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<tr>
<th>Load Description</th>
<th>Equipment</th>
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<td><strong>TOTAL LIGHTING</strong></td>
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</table>

**LIGHTING FIXTURE SCHEDULE**

- **Brand:**
- **Model:**
- **Type:**
- **Color:**
- **Rating:**
- **Quantity:**

**ELECTRICAL SYMBOLS**

- **Symbol:**
- **Description:**
- **Use:**

**EQUIPMENT**

- **Type:**
- **Make:**
- **Model:**
- **Rating:**

**RECORD DRAWING**

- **Drawing:**
- **Date:**
- **Scale:**
PROPOSED LIGHTING:

- Tennis courts
ATTACHMENT B

STANDARD CONSTRUCTION AGREEMENT

AGREEMENT
BETWEEN
THE DETROIT ECONOMIC GROWTH ASSOCIATION
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. RECOUSE BY THE OWNER
16. TERMINATION FOR CONVENIENCE
17. INSURANCE
18. INTEGRATION AND AMENDMENT
19. GENERAL
20. ORDER OF PRECEDENCE
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<td>CITY COUNCIL AUDIT</td>
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<td>EXTENT OF AGREEMENT</td>
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<td>23.</td>
<td>GOVERNMENT REGULATIONS</td>
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<tr>
<td>24.</td>
<td>CONTRACTOR WARRANTIES</td>
</tr>
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<td>25.</td>
<td>SUBCONTRACTS</td>
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<td>26.</td>
<td>OTHER CONTRACTS</td>
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<td>27.</td>
<td>PERMITS</td>
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<td>28.</td>
<td>SUBSURFACE CONDITIONS</td>
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<td>NOTICES</td>
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<td>30.</td>
<td>GENERAL CONDITIONS</td>
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<td>31.</td>
<td>ASSIGNMENTS</td>
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ATTACHMENT PSA-A – PAYMENT PROCEDURES
ATTACHMENT PSA-B – RELATED DOCUMENTS
ATTACHMENT PSA-C – GRANT FUNDING PROVISIONS
ATTACHMENT PSA-D – REQUEST FOR PROPOSALS
1. PARTIES TO THIS AGREEMENT

This "Agreement" is entered into and effective as of the ____ day of __________, 20__ , between the Detroit Economic Growth Association, 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 at ____________________, 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:

REQUEST FOR PROPOSALS

complete, except as modified hereinafter in Attachment D to this Agreement, and in a timely and workmanlike manner, in connection with the:

_______________________________________________ (the "Project")

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 for the Base Bid items described and specified in the Bid Package issued by the Owner with responses due on _________________ 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) Bid Package issued by the Owner with responses due on _________________ 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 ______________; provided, however, that only those portions of the Bid that the Owner considers consistent with this Agreement and the other Contract Documents shall be deemed part of the Contract Documents;
f) The documents set forth in Attachment B; and
g) Those documents listed in Article 20 below 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 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 punchlist 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 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 Contractor agrees to complete the Work and obtain substantial and final completion in the number of days listed below after receipt of a notice to proceed is issued by the Owner:

Substantial Completion ____________ calendar days
Final Completion ________________ calendar days

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 punchlist 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 no later than _______ (_____) calendar days beyond the date of Substantial Completion. 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 calendar days set forth in Section 3 above. Should for any reason the Contractor fail to complete the Work and make it available for the intended use by the Owner, the Contract Value shall be reduced by the amount of $450 per day with respect to Substantial Completion, and $150 per day with respect to Final Completion, for each calendar day 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 the lump sum amount 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 the Owner or the City has approved a Safe Workplace Policy, as outlined in Attachment E, and the Owner has given a written notice to proceed.

The Contractor shall coordinate all the Work with the Project Schedule established by the Owner. The Project Schedule may be changed by 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:

**Maxwell Cameron, Project Coordinator**
The Detroit Economic Growth Association
500 Griswold, Suite 2200
Detroit, Michigan 48226

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 quotations electronically, submitted to Maxwell Cameron, email address mcameron@degc.org 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. 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 designee. 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 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 the 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**

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. Without limiting the generality of the foregoing, the Contractor shall comply with the following requirements:

a. Prior to the issuance of a notice to proceed and commencement of the performance of the Work, the Contractor shall submit to the Owner a Safe Workplace Policy as outlined in Attachment E to be approved by Owner and/or the City of Detroit and provide the Owner with evidence that all individuals who will be performing the Work on site received a negative COVID-19 test result no later than two (2) weeks prior to the first day that such individual will be performing the Work.

b. The Contractor shall maintain in its records a file for each employee, subcontractor, consultant, or individual performing the Work which shall include proof of negative COVID-19 test results, positive COVID-19 test results (if applicable), daily attendance, health screening time, temperature, and completed health screening questionnaires. These records shall be made available for review upon request by the City or the Owner.

c. Notwithstanding the notice provisions contained in Section 29 of this Agreement, the Contractor shall immediately notify the Owner of any employee who receives a positive COVID-19 test result or who is sent home after experiencing COVID-19 symptoms.

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 Civil Rights, Inclusion, and Opportunity Department (CRIO) 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 City of Detroit Civil Rights and Inclusion Office 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. 2003-4 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 Civil Rights, Inclusion and Opportunity Department ("CRIO") as part of its contract information tracking system ("CITS"). Contractor agrees to provide all information required by CRIO to conform to CITS. It further agrees to require by subcontract all if its subcontractors to provide all information required by CRIO 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, 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 2016-1. 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 save, defend, 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, directly or indirectly caused by, arising out of, resulting from, or 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 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, agents and consultants 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 whosoever, 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, arising out of the performance of the Work under this Agreement, excepting only a loss caused solely and exclusively by the gross negligence of the Owner.

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 whosoever 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. RE COURSE 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 all materials, equipment, tools, and construction equipment thereon owned by the Contractor 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, and the Owner shall have, and the Contractor hereby grants to Owner, a lien upon all materials, tools, and appliances taken possession of, as aforesaid, to secure the payment thereof. The Contractor hereby authorizes the Owner to file such financing statements and continuation statements as the Owner deems necessary or appropriate to perfect and protect said lien. 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 be liable under this Section 15, even though such default is caused by strikes, lockouts, Acts of God, or other reasons beyond the control of Contractor, unless 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 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 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 effected 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. 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:
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 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 is differing 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. **AS-BUILT RECORDS.** A set of Construction Documents shall be marked as "As-Built Drawings" and be maintained at the Project site by the Contractor for the purposes of marking all changes, revisions, relocations, reroutes, or variances in the Work that differ from the Construction Documents. The "As-Built 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 "As-Built 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 "As-Built 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. **FIELD OFFICE BUILDINGS, SHEDS, AND TEMPORARY STORAGE AREAS.** The Contractor shall provide all temporary field offices and storage area enclosures to conduct the Work and properly administrate the Work. The Contractor may locate field offices and storage areas on-site at Contractor's discretion but will have full responsibility to maintain access to the Work and the work of the Owner. Any relocation of the Contractor's temporary facilities required to provide access for installations by the utility companies or Owner shall be done to maintain the Schedule at no cost to the Owner. The appearance of field offices is subject to the reasonable approval of the Owner and must meet all City Codes.

D. **TEMPORARY CONSTRUCTION FACILITIES/PROJECT SIGN.** The Contractor shall provide temporary construction facilities as required to perform the Work, and shall dispose of such facilities when they are no longer being utilized or at completion of the Work, unless otherwise specified or requested by written direction of the Owner. The Contractor shall advise the Owner at the start of the Work the
requirements for and proposed location of any temporary construction facilities. The Owner shall have the right to approve the location and quantity of temporary construction facilities placed on the site.

The Contractor shall design, fabricate, and construct two (2) Project Identification Signs for the purpose of advertising the Project. The signs shall be constructed of exterior grade wood, with weather resistant graphics and hardware and shall be a minimum of thirty-two (32) square feet each. The design and content of the sign shall be subject to the approval of the Owner.

E. 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.

F. WATER SERVICE. If required for construction purposes, the Contractor will arrange for, or otherwise furnish and pay for, water required for the Work. The Contractor shall be responsible to provide and maintain connections, backwater valves, valves, and pipe that may be required to supply water at a point convenient to the work area. The locations of the connections shall be acceptable to the Detroit Water and Sewerage Department.

G. TEMPORARY POWER, LIGHTING, AND TELEPHONE SERVICE. The Contractor will furnish and pay for electrical power and telephone service necessary for the Work, including labor, equipment, and materials required to make connections to power sources and to provide and pay for any required temporary electrical power and light at location of work. Temporary equipment and wiring for power, lighting, and distribution requirements shall be in accordance with applicable provisions of governing laws, codes, and ordinances. The Contractor shall maintain temporary wiring and related equipment so as not to constitute a hazard to persons or property.

H. TOILET FACILITIES. The Contractor shall arrange for, provide (per OSHA guidelines), and maintain temporary on-site sanitary toilet facilities for use by the Contractor and Owner for the duration of the Work.

I. WEATHER PROTECTION. The Contractor shall provide weather protection, including pumping water and temporary heat and ventilation as required during construction, to protect the Work from damage due to freezing, frost, rain, dampness, excessive heat, or other adverse elements and as required to maintain the continuous progression of the Work without stoppage due to the weather. This shall include hot and cold weather concrete placement protections recommended by the American Concrete Institute.
J. **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.

K. **UTILITY SHUT-OFF REQUIREMENTS.** The Contractor shall coordinate all utility shut-offs with the utility companies to permit the proper and safe performance of the Work as scheduled. The Contractor shall have the full responsibility for contacting MISSDIG at least 72-hours prior to any subsurface excavation.

L. **PROTECTION.** The Contractor shall provide site protection, traffic controls, and barricades as required to secure the site from trespassers and the general public. The Contractor shall install, in conformance to the requirements of the governing road/street authority, traffic controls for all work performed in the rights-of-way including curb cuts and utility taps.

M. **REPLACEMENT OF DAMAGED WORK.** The Contractor shall be responsible to pay all costs for the timely (within schedule parameters) replacement or restoration of any portion of the facility damaged by fire or other cause during construction to the extent that such damage is a result of the negligence or a faulty installation made by the Contractor or its subcontractors.

N. **EMERGENCIES.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss, provided that the Contractor shall have determined that there is not sufficient time to advise and consult with the Owner prior to taking such action.

O. **FIRE HAZARDS.** The Contractor shall take all necessary precautions to eliminate possible fire hazards and to prevent damage to construction work, equipment, temporary field offices, storage sheds, and other property. During construction, the Contractor shall provide fire extinguishers and fire hoses in accordance with the appropriate OSHA and construction industry rules and regulations.

P. **FLAMMABLE MATERIALS.** Gasoline, benzene, other combustible materials, oils, solvents, or chemicals shall not be poured into sewers, manholes, or traps. All casual spills shall be cleaned up immediately, and all contaminated soil removed from the site and legally disposed. Tarpaulins and other materials used for temporary enclosures, coverings, and protection shall be flameproofed.
The Contractor shall comply with City, State and Federal regulations with respect to barrels and tanks containing flammable or hazardous materials, and shall remove any such materials immediately at the request of the Owner.

Q. **EXPLOSIVE CHARGES.** Any fastening device, powder activated stud gun, or any other device or system of any kind using an explosive charge for activation may not be used in performing work at the Project site unless it is specifically approved by OSHA or the City of Detroit Buildings & Safety Engineering Department. It shall be the responsibility of the Contractor to secure all permits and permissions without extra cost to the Owner and to assure the safe use of any such devices by trained individuals.

R. **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.

S. **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 resolve 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 the 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.
T. 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.

U. 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 to require 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.

V. DEWATERING. The Contractor shall dewater and keep dry all trenches and other excavated areas at the site by evenly grading the surface to eliminate standing water. The Contractor shall be responsible to protect structural bearing subgrade and materials from ponding, standing water or erosion. Dewatering operations shall not be permitted to discharge water to any other private properties. The Contractor shall be responsible for securing Detroit Water and Sewerage Department permission prior to discharging any water from the site into public sewers.

W. 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.
X. **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 additional 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.

Y. **SPECIALTY SYSTEM INSPECTIONS.** The Contractor, as part of the Work, shall coordinate all specialty manufacturer inspections and testing required to certify that the installation of the Work meets the manufacturer’s conditions for warranty.

Z. **TESTING AND INSPECTION.** The Contractor shall arrange and pay for all testing and inspection required to verify conformance of the Work with the Contract Documents. All testing and inspection shall be coordinated with the City Department having jurisdiction over the Work being installed.

AA. **SOIL EROSION AND SEDIMENTATION CONTROL.** The Contractor shall install and maintain, for the duration of the Project, soil erosion protection measures as required by the Michigan Department of Environment, Great Lakes and Energy, County and/or the Detroit Water and Sewerage Department. The Contractor shall provide other temporary soil erosion control as required to eliminate sedimentation from entering sewers and open ditches due to the Contractor's operations. The Contractor shall completely secure and leave in place all soil erosion control measures from the site at the end of the Project.

The Contractor will promptly remove soil, debris, or other materials spilled, dumped, or otherwise deposited on public streets, highways, or other public thoroughfares by the Contractor's equipment and operations.
The Contractor shall abide by the requirements of the “Authorized Public Agency” under the provisions of Section 11 of Act 347 of the Public Acts of 1972, "Soil Erosion and Sedimentation Control Act" as modified or superseded.

AB.  **CONTROL SURVEYS.** The Contractor shall be responsible for securing and establishing the appropriate control points for the Work in coordination with CED including, but not limited to, all line and grades.

AC.  **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.

AD.  **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.

AE.  **TRUCK TICKETS.** If requested by the Owner, any excavated materials removed from the site shall be controlled for assurance of legal dumping by 3-part "Truck Tickets" for each load of material removed from the site. The Contractor shall note on each Truck Ticket the bid package number, date, location of excavation, trucking firms, quantity of material, and time of departure for each outgoing truck. The Contractor shall record the disposal site and time of disposal on the "Truck Ticket" and shall obtain the signature of the recipient of the material in verification thereof and return the completed "Truck Ticket" to the Owner.

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.

__________________________________________
By: ________________________________
Print Name: __________________________
Its: _________________________________

Detroit Economic Growth Association
a Michigan public body corporate

By: ________________________________
Print Name: __________________________
Its: Authorized Agent

By: ________________________________
Print Name: __________________________
Its: Authorized Agent

Approved as to form only:
Counsel to the Owner

By: ________________________________
    Paul J. Kako, Esq.
ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall 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 approval of the Owner and may be revised by the 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 Owner's 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 Owner 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:

Maxwell Cameron, Project Coordinator
The Detroit Economic Growth Association
500 Griswold, 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 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 satisfactory 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.

12. The Owner shall pay Contractor final payment upon completion by the Contractor of all punchlist items, submission of as-built drawings, operation and maintenance manuals, Consent of Surety, warranties and guarantees, and further, upon remittance of final payment from the Funding Source to the Owner. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the Work is fifty (50%) percent complete, after which the retainage of ten (10%) percent of each payment may be continued if the Owner determines that the Contractor is not making satisfactory progress towards Substantial Completion of the Work or for any other reason relating to the Contractor's performance under the Contract Documents.

13. The Contractor expressly understands and agrees that no payments whether for monthly invoices or final payment purposes, will be remitted to Contractor unless the Owner receives payments therefore from the Funding Source. If Funding Source:
   a. breaches its Agreement with the Owner;
   b. is judged bankrupt;
   c. files for protection under applicable "Chapter 11" status; and/or
   d. for whatever reason ceases its functioning as called for in its Agreement with the Owner, then the Contractor agrees that no further payments to the Contractor will be due under this Agreement.
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

GRANT FUNDING PROVISIONS

In the event Federal, State, or other governmental funds and/or grants are used to finance services to be performed under this Agreement in whole or in part, the Contractor agrees to comply with the provisions of these provisions.

The Contractor shall comply, and shall require all employees, subcontractors and consultants to comply with, all applicable assurances and regulations pursuant to Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994, PA 451, as amended (NREPA).

Notwithstanding the provisions of Section 7 of the Agreement:

(a) Costs to be paid under this Agreement shall be allowable only if such costs are consistent with the EGLE Part 196, Clean Michigan Initiative Implementation, of NREPA Grant Contract (Exhibit E); and

(b) Payments under this Agreement are contingent upon the Owner's receipt of grant funds from the City; accordingly, the Owner reserves the right to delay payment until receipt of adequate funds from the City, without penalty or interest.

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
DETROIT ECONOMIC DEVELOPMENT ASSOCIATION
IS REQUESTING PROPOSALS for the DEVELOPMENT of a

PARK LIGHTING PROJECT
FOR THE CITY OF DETROIT

The Detroit Economic Development Association (DEGA) invites written proposals from interested and qualified construction professionals to provide construction services for the Park Lighting Project (the “Services”).

REQUEST FOR PROPOSAL PACKAGES ARE AVAILABLE by download at The Detroit Economic Growth Corporation web site www.DEGC.org, and by clicking www.bidnetdirect.com on the New Projects RFP page. RFP available to download beginning **Friday, June 30, 2023**.

An **RFP pre bid meeting** (via Zoom) is scheduled for **Tuesday, July 11, 2023 at 10AM**. Zoom details are:

https://us06web.zoom.us/j/83364829543

Meeting ID: 833 6482 9543

One tap mobile
+17866351003,,83364829543# US (Miami)
+12678310333,,83364829543# US (Philadelphia)

PROPOSALS ARE DUE **Monday, July 24, 2023 by 4:00 PM EST** via email to mcameron@degc.org and must be labeled “Park Light Project Proposal”

A prime Consultant and/or joint venture partner(s) may only submit one response to the Request for Proposal. Participation in more than one Consultant team will result in rejection of all responses by that prime Consultant or joint venture. A Sub Consultant may be a member of several teams responding to this Request for Proposals.

Any Consultant and all its Sub Consultants or team members must agree to comply with the requirements of Fair Employment Practices, Detroit Tax Clearance and the City of Detroit Equal Employment Opportunity (EEO) Ordinance and Civil Rights, Inclusion, and Opportunity Department (CRIOD) requirements.

No submittal may be withdrawn for at least 60 days after the due date noted above. The DEGA reserves the right to waive any irregularity in any proposal or to reject any or all proposals should it be deemed in the best interests of the DEGA.
EXHIBIT A

SCOPE OF SERVICES

PARK LIGHTING 2023 REQUEST FOR PROPOSAL

The selected contractor (Awardee) will be responsible for all aspects of this project as defined in the Scope of Work. The Awardee shall provide and carry out in a satisfactory and proper manner, as determined by the General Services Department (GSD), the herewith described construction services for the City. The conduct of the construction services set forth herein and preparation of the work as described shall be at the discretion of the GSD and is subject to the approval of the GSD. All walkway lighting poles are to be round metal. The average foot candles (FC) should be 1.5 FC. Wood or fiberglass poles will not be accepted. All sports court lighting shall be the Tweener Lighting System, to be installed on fencing. All miscellaneous fees such as, but not limited to, permit fees, bonds, insurance, mobilization, general conditions, site restoration, and project close-out are to be included in the proposal for each site, except for the DTE Service Fee which will be paid out of additional services.

1. Balduck Park, 5271 Canyon
   Provide new lighting for walkways approx. 1,100 Linear Feet, on a Design and Build basis. The intent of this project is to properly illuminate the currently most used walkways through the park, as shown in yellow on the site plans.

   a. Provide an engineered design drawing prepared by a Professional Engineer with photometric calculations of the new lighting system. The drawing should include but not be limited to the following:
      i. Photometric calculation
      ii. Lighting layout
      iii. Lighting Fixture type
      iv. Circuit layout
      v. Lighting Controls
      vi. Lighting pole base foundation design
   b. Contact Miss Digg before underground excavation is performed.
   c. Direct Bore new minimum ¼” PVC type conduit from new service to each new lighting pole location.
   d. All lighting pole bases shall be installed with 6” of concrete above ground.
   e. Install new site lighting circuits, a minimum of two (2), with the associated lighting controls for the new lighting fixtures. The fixture control shall allow the fixtures to operate from Dusk to Dawn. The control system shall consist of a lighting contactor, photocell, and override switch. The system override switch shall manually control the system in the event the photocell fails. Do not control the lighting system with a time clock.
   f. Install new medal round with LED lighting fixtures. The fixture color temperature shall be 5000K. Each fixture shall be fused.
   g. The contractor will properly remove all debris.
   h. An electrical permit with inspections shall be included in the estimate.
   i. The contractor shall provide an AS-Built drawing once the project is complete. The As-Built drawing shall indicate conduit routes, circuit connections, pole type, fixture type, lighting controls, etc.
   j. Provide a 2-Hour training session with the owner on how to operate the lighting system.
k. The LED lighting fixtures must be from a manufacturer that has been producing lighting fixtures for a minimum of 15 years with at least 8 years of experience producing LED site lighting type fixtures.

Balduck Park Materials:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Fixture Description</th>
<th>Part Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25’ BRONZE STEEL POLE W/ ANCHOR BOLTS AND HAND HOLES</td>
<td>RS4501125-F-M-BC</td>
</tr>
<tr>
<td>2</td>
<td>30’ BRONZE STEEL POLE W/ ANCHOR BOLTS AND HAND HOLES</td>
<td>RS5000730-F-M-BC</td>
</tr>
<tr>
<td>3</td>
<td>SIGMA LUMINOUS ZONE 1 150w LED SHOEBOX, 120v-277v, 5000K, COLOR TEMP, BROWN HOUSING,</td>
<td>ZONE1-03-150W-UNV-50KT3-BR-DM-SP</td>
</tr>
<tr>
<td></td>
<td>DIRECT MOUNT, T3 OPTICS, SURGE PROTECTOR</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ATG SPARTAN 24W LED BOLLARD</td>
<td>BLD-24-50</td>
</tr>
<tr>
<td>5</td>
<td>Clio LED POST TOP, 1-10V DIMMING, 35W, 4000K, TYPE V, 100-277VAC, BRONZE FINISH</td>
<td>PTV-35-40</td>
</tr>
</tbody>
</table>

2. **Butzel Family Park, 7737 Kercheval St.**  
Provide new lighting for walkways approx. 1,500 Linear Feet, on a Design and Build basis. The intent of this project is to properly illuminate the currently most used walkways through the park, as shown in yellow on the site plans.

a. Provide an engineered design drawing prepared by a Professional Engineer with photometric calculations of the new lighting system. The drawing should include but not be limited to the following:
   i. Photometric calculation
   ii. Lighting layout
   iii. Lighting Fixture type
   iv. Circuit layout
   v. Lighting Controls
   vi. Lighting pole base foundation design

b. Contact Miss Digg before underground excavation is performed.

c. Direct Bore new minimum ¼” PVC-type conduit from the new service or Butzel Family Recreation Center to each new lighting pole location.

d. All lighting pole bases shall be installed with 6” of concrete above ground. Lighting pole distance to be extended near the sledding hill to avoid sledding conflicts. If necessary, this area may have reduced foot candles.

e. Install new site lighting circuits, a minimum of two (2), with the associated lighting controls for the new lighting fixtures. The fixture control shall allow the fixtures to operate from Dusk to Dawn. The control system shall consist of a lighting contactor, photocell, and override switch. The system override switch shall manually control the system in the event the photocell fails. Do not control the lighting system with a time clock.

f. Install new medal round with LED lighting fixtures. The fixture color temperature shall be 5000K. Each fixture shall be fused.

g. The contractor will properly remove all debris.

h. An electrical permit with inspections shall be included in the estimate.
i. The contractor shall provide an As-Built drawing once the project is complete. The As-Built drawing shall indicate conduit routes, circuit connections, pole type, fixture type, lighting controls etc.

j. Provide a 2-Hour training session with the owner on how to operate the lighting system.

k. The LED lighting fixtures must be from a manufacturer that has been producing lighting fixtures for a minimum of 15-Years with at least 8-years of experience producing LED site lighting type fixtures.

Butzel Family Park Materials:

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<tr>
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<td>ATG SPARTAN 24W LED BOLLARD</td>
<td>BLD-24-50</td>
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<td>5</td>
<td>CLIO LED POST TOP, 1-10V DIMMING, 35W, 4000K, TYPE V, 100-277VAC, BRONZE FINISH</td>
<td>PTV-35-40</td>
</tr>
</tbody>
</table>

3. Patton Park, 8151 Dix Ave.

Provide new lighting for walkways approx. 1,700 Lineal Feet, on a Design and Build basis. The intent of this project is to properly illuminate the currently most used walkways through the park, as shown in yellow on the site plans.

a. Provide an engineered design drawing prepared by a Professional Engineer with photometric calculations of the new lighting system. The drawing should include but not be limited to the following:
   i. Photometric calculation
   ii. Lighting layout
   iii. Lighting Fixture type
   iv. Circuit layout
   v. Lighting Controls
   vi. Lighting pole base foundation design

b. Contact Miss Digg before underground excavation is performed.

c. Direct Bore new minimum ¼” PVC type conduit from the transformer near the restroom and ball diamond to each new lighting pole location.

d. All lighting pole bases shall be installed with 6” of concrete above ground.

e. Install new site lighting circuits, a minimum of two (2), with the associated lighting controls for the new lighting fixtures. The fixture control shall allow the fixtures to operate from Dusk to Dawn. The control system shall consist of a lighting contactor, photocell, and override switch. The system override switch shall manually control the system in the event the photocell fails. Do not control the lighting system with a time clock.
f. Install new medal round with LED lighting fixtures. The fixture color temperature shall be 5000K. Each fixture shall be fused.

g. The contractor will properly remove all debris.

h. An electrical permit with inspections shall be included in the estimate.

i. The contractor shall provide an As-Built drawing once the project is complete. The As-Built drawing shall indicate conduit routes, circuit connections, pole type, fixture type, lighting controls etc.

j. Provide a 2-Hour training session with the owner on how to operate the lighting system.

k. The LED lighting fixtures must be from a manufacturer that has been producing lighting fixtures for a minimum of 15-Years with at least 8-years of experience producing LED site lighting type fixtures.

**Patton Park Materials:**

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<td>PTV-35-40</td>
</tr>
</tbody>
</table>

4. **Palmer Park, 19021 Woodward Avenue**

Provide Tweener Lighting System for tennis courts along the fence approx. 1,180 Lineal Feet, on a Design and Build basis. The intent of this project is to properly illuminate the courts, as shown in yellow on the site plans.

a. Install fence sleeve or replace poles where needed for new 10’ tall terminal posts; Existing fencing on tennis courts is 3’ -6” and 5’ fencing on the pickleball courts

   i. Each tennis court requires approx. 8 fence posts to be extended, approx. 6 line posts and 2 terminals posts. Existing fence material to be salvaged and reused. Please refer to the diagram.

   ii. Each pickleball court requires approx. 12 fence posts for each bank of 3 pickleball courts, approx. 8 line posts and 4 terminal posts. Existing fence material to be salvaged and reused Please refer to the diagram.

b. Provide an engineered design drawing prepared by a Professional Engineer with photometric calculations of the new lighting system. The drawing should include but not be limited to the following:

   i. Photometric calculation

   ii. Lighting layout

   iii. Lighting Fixture type
iv. Circuit layout
v. Lighting Controls (operational to 10 pm & not operational from 10 pm-6 am)
   1. Provide a light switch for each individual court.

c. Contact Miss Digg before underground excavation is performed.
d. Direct Bore new minimum ¼” PVC type conduit from the transformer near the restroom and tennis courts to each new lighting location.
e. Install the Tweener system directly to the vertical fence post using a universal mounting kit.
f. An electrical permit with inspections shall be included in the estimate.
g. The contractor shall provide an As-Built drawing once the project is complete. The As-Built drawing shall indicate conduit routes, circuit connections, pole type, fixture type, lighting controls etc.
h. Provide a 2-Hour training session with the owner on how to operate the lighting system.

Known Vendor: Tweener USA, Nick Schultz, nick@10-s.com, (561)-860-1466/ (954)-824-2001

Palmer Park Materials

<table>
<thead>
<tr>
<th>Item #</th>
<th>Fixture Description</th>
<th>Quantity</th>
<th>Part Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20 Aluminum light bars, 2 power supply boxes (230V), a universal stainless steel fixing system, Electrical power 2200W. IP 65. IK 08.</td>
<td>2</td>
<td>6TWN100-Blk SINGLE TWEENER</td>
</tr>
<tr>
<td>2</td>
<td>20 Aluminum light bars, 2 power supply boxes (230V), a universal stainless steel fixing system and an installation manual. Electrical power 4400W. IP 65. IK 08.</td>
<td>3</td>
<td>6TWN200-Blk TWEENER-Double</td>
</tr>
</tbody>
</table>

5. Additional Services
Provide additional services as approved by the City Representative(s) for resolutions to hidden conditions, necessary repairs, and desired work associated with this project. An allowance of $100,000 may be provided for additional services.

6. Alternate #1 – Patton Park - Parking Lot
Provide new lighting for parking lot approx. 680 Lineal Feet, on a Design and Build basis. The intent of this project is to properly illuminate the currently most used walkways through the park, as shown in red on the site plans.

   a. Provide an engineered design drawing prepared by a Professional Engineer with photometric calculations of the new lighting system. The drawing should include but not be limited to the following:
      i. Photometric calculation
      ii. Lighting layout
      iii. Lighting Fixture type
      iv. Circuit layout
      v. Lighting Controls
      vi. Lighting pole base foundation design
b. Contact Miss Digg before underground excavation is performed.
c. Direct Bore new minimum ¼” PVC type conduit from the transformer near the restroom and ball diamond to each new lighting pole location.
d. All lighting pole bases shall be installed with 6” of concrete above ground.
e. Install new site lighting circuits, a minimum of two (2), with the associated lighting controls for the new lighting fixtures. The fixture control shall allow the fixtures to operate from Dusk to Dawn. The control system shall consist of a lighting contactor, photocell, and override switch. The system override switch shall manually control the system in the event the photocell fails. Do not control the lighting system with a time clock.
f. Install new medal round with LED lighting fixtures. The fixture color temperature shall be 5000K. Each fixture shall be fused.
g. The contractor will properly remove all debris.
h. An electrical permit with inspections shall be included in the estimate.
i. The contractor shall provide an As-Built drawing once the project is complete. The As-Built drawing shall indicate conduit routes, circuit connections, pole type, fixture type, lighting controls etc.
j. Provide a 2-Hour training session with the owner on how to operate the lighting system.
k. The LED lighting fixtures must be from a manufacturer that has been producing lighting fixtures for a minimum of 15-Years with at least 8-years of experience producing LED site lighting type fixtures.

Patton Park Parking Lot Materials:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Fixture Description</th>
<th>Part Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25’ BRONZE STEEL POLE W/ ANCHOR BOLTS AND HAND HOLES</td>
<td>RS4501125-F-M-BC</td>
</tr>
<tr>
<td>2</td>
<td>30’ BRONZE STEEL POLE W/ ANCHOR BOLTS AND HAND HOLES</td>
<td>RS5000730-F-M-BC</td>
</tr>
<tr>
<td>3</td>
<td>SIGMA LUMINOUS ZONE 1 150w LED SHOEBOX, 120v-277v,5000K, COLOR TEMP, BROWN HOUSING, DIRECT MOUNT, T3 OPTICS, SURGE PROTECTOR</td>
<td>ZONE1-03-150W-UNV-50KT3-BR-DM-SP</td>
</tr>
<tr>
<td>4</td>
<td>ATG SPARTAN 24W LED BOLLARD</td>
<td>BLD-24-50</td>
</tr>
<tr>
<td>5</td>
<td>CLIO LED POST TOP, 1-10V DIMMING, 35W, 4000K, TYPE V, 100-277VAC, BRONZE FINISH</td>
<td>PTV-35-40</td>
</tr>
</tbody>
</table>
CLEARANCES - INCOME TAX AND ACCOUNTS RECEIVABLE

Clearances

A clearance is a verification that an individual, business or sub-contractor seeking employment, contract, or a business license with the City of Detroit does not have any outstanding debt with the City of Detroit and is current on all of their City of Detroit Income Taxes.

Good News! We have combined the Income Tax and Accounts Receivable into 1 easy to use online application.

Denials - If you have received a denial from your clearance application and have completed your outstanding action items, email

CityofDetroitClearances@detroitmi.gov.
DO NOT resubmit below. This will result in rework and longer processing time.

Please select the appropriate clearance application. The application includes 2 pages:

Page 1 - Application Information
Page 2 - Securely submit your social security and/or EIN to the City of Detroit

Both pages are required in order to complete your application. (Failure to do so could result in a longer processing time)

Please allow 7-10 business days for an update on your clearance.

Individual

Individual Clearance Application
A person who is looking to do business with the City of Detroit but is not applying on behalf of a business. All residents of the city are required to submit an individual income tax return and all non-residents who earn income in the city are required to submit a return.

Business

Please select the type of business entity that is applying

Corporation

Corporate Clearance Application
A corporation filing is a separate form from its owners (shareholders) in terms of income taxes. A corporation pays income taxes by filing a corporate tax return and paying the taxes as indicated by the return. All corporations must file an income tax return whether or not they have taxable income.

Partnership

Partnership Clearance Application
A Partnership files an information return to report their income, gains, losses, deductions, credits, etc. A partnership does not pay tax on its income but “passes through” any profits or losses to its partners. Partners of a business must include partnership items on their tax or information returns.

**Sole Proprietor/Single Member LLC**

**Sole Proprietor/Single Member LLC Application**

A sole proprietor/single member LLC filing is a business that legally has no separate existence from its owner. Income and losses are taxed on the individual's personal income tax return. It's an entity which is run and owned by one individual and where there is no distinction between the owner and the business.

**Limited Liability Company (LLC)**

**LLC Clearance Application**

A LLC filing is where the owner reports business income and losses on their personal tax returns. A LLC has the pass-through taxation style of a partnership or sole proprietorship yet has the benefit of personal limited liability like a corporation.

**Nonprofit**

**Nonprofit Clearance Application**

Nonprofit corporations are those formed in which members may not receive any profits of the corporation. Some purposes for which nonprofit corporations are commonly formed are those involving religious, educational and charitable activities.

**Estate/Trusts**

Estate & Trust income tax returns are the same as an individual or business would file but for a decedent's estate or living trust after his/her death. The report reports income, capital gains, deductions, and losses, but subject to somewhat different rules than those that apply to living individuals.

If you are applying on behalf of an individual, please use the Individual form above. If you are applying on behalf of a corporation, please use the corporation form above.

If you have any additional questions please contact:
Clearance Unit
(313) 224-3560
CityofDetroitClearances@detroitmi.gov

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**CONTACTS**

ATTACHMENT E

Form W-9
Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name, if different from above</td>
</tr>
</tbody>
</table>

Check appropriate box:  □ Individual/sole proprietor □ Corporation □ Partnership □ Other (specify) 

List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

Employer Identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 10-2007)