

**REQUEST FOR QUALIFICATION AND PRICING
for Consulting Services for Cost Certification of
Brownfield Plans**

April 5, 2024

Issued by the Detroit Brownfield Redevelopment Authority
500 Griswold, Suite 2200 Detroit, MI 48226

SECTION I – INTRODUCTION

The Detroit Brownfield Redevelopment Authority (the “DBRA”) is seeking Consultants to provide consulting services for the cost certification of eligible activities for Act 381 Brownfield Plans.

PROGRAM BACKGROUND

Brownfield Tax Increment Financing (“TIF”) is a tax incentive that provides reimbursement of property taxes for eligible Brownfield costs incurred by developers for their projects redeveloping contaminated, blighted, functionally obsolete, and historic properties. After receiving local, and in most cases, State approvals for the TIF capture, developers are then required to submit their completed eligible costs to the DBRA for review and certification. The review and certification process is primarily ensuring that submitted costs are 1. Eligible per Act 381 of 1996, as amended, 2. Are reasonable given the conditions specific to the project, and 3. Compliant with all applicable local, state and/or federal regulations. Per the DBRA’s Reimbursement Agreement with each Developer, the DBRA staff and Consultants shall complete the cost certification process in no more than 60 days.

The DBRA currently uses internal DBRA staff to perform cost certifications. It is looking to retain at least two (2) Consultants who would be available, as needed, to perform cost certifications when DBRA staff do not have the capacity to perform the task. The projects undergoing cost certifications range from several hundred thousand dollars in eligible costs, to several million dollars in eligible costs.

DBRA Relationship to the City of Detroit

The Detroit Brownfield Redevelopment Authority (DBRA) is a public authority enabled by Act 381 of 1996 and established in 1998 in order to support the redevelopment of property across the entire City of Detroit. The DBRA is able to use TIF, grants, loans, to incentivize redevelopment, as well as directly undertake redevelopment activities of properties that are difficult to develop due to contamination, blight, obsolescence, and other conditions. The DBRA is staffed and managed by the Detroit Economic Growth Corporation.

The Detroit Economic Growth Corporation (“DEGC”), established in 1978, is a non-profit corporation exclusively devoted to supporting Detroit’s economic development initiatives. Structured as a public – private partnership between city government and the business community, the DEGC brings together public sector policies and priorities with private sector development and investment interests to strengthen Detroit’s economic base. The DEGC and DBRA use a robust understanding of the context of the local business climate and commercial corridor conditions to build awareness, capacity, services and programs to address to the issues faced by Detroit’s business community and neighborhood business districts.

SECTION II – RFQP OVERVIEW

This RFQP solicits qualifications and proposals (“the Proposal”) from interested and qualified professionals (the “Consultants”) to provide review and analysis services for the review and certification of Brownfield TIF Eligible Activities for Brownfield Plans, incorporating the requirements stated in this RFQP. Each Proposal must state hourly rates and anticipated average total per cost certification the responding firm requires as its fees for the complete provision of the proposed services.

It is the intent of the DBRA to receive Proposals and interview the candidates deemed to be most responsive. The DBRA will enter into a Professional Services Agreement (the “Agreement”) with the successful Consultant. Please see Attachment B to Part II of Section III of this RFQP for a copy of the

Agreement. See Exhibit A for scope of services.

Schedule

By submitting a Proposal, the Consultant agrees that the following schedule is acceptable, and that the Consultant (and its SubConsultants as applicable) has the resources and capabilities to adhere to the schedule (all dates in 2024)

- April 5 RFQP published
- April 15 Mandatory consultant pre-proposal clarification meeting – 10AM via Zoom.
See page 44 for Zoom link and information
- April 22 End date for Questions & Clarification period
- April 24 Response provided to questions and clarifications submitted – End of day
- April 26 Proposals due via electronic submission
- April 29-May 1 Review proposals and selection and notification of the finalists
- May 7 Interviews begin
- May 9 Final selection
- May 15 DBRA Board Approval
- May 17 Notice to Proceed
Orientation – Within 4 weeks of Notice to Proceed
Cost certification Projects to be assigned after this date to Consultants, as requested, by DBRA staff

Summary of the RFQP Process

The DBRA will select its preferred Consultants based on the candidate’s qualifications and the responsiveness of the candidate’s Proposal.

The DBRA will be the contracting party and staff from the DEGC will be the project managers.

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, up to the notice of award of the contract. However, the candidate is advised that after the notice to award the contract is issued or a determination not to award a contract is made, the Proposals may become a public record and may be subject to the terms of the Freedom of Information Act.

Evaluation Process

The DBRA is committed to providing a fair selection process. All proposals received in accordance with the bid package will be evaluated based on the DBRA’s procurement scoring guidelines. Prior to scoring all proposals, DBRA staff will apply an equalization credit to the base bid price for all Detroit-headquartered and Detroit-based businesses in accordance with the following:

| Contract Value | Credit Percentage and Cap for Detroit-HQ Businesses | Credit Percentage and Cap for Detroit-Based Businesses |
|-------------------------|--|---|
| Under \$1,000,000.00 | 6% credit | 5% credit |
| \$1,000,000.00 and over | 3% credit, capped at \$75,000 | 2% credit, capped at \$75,000 |

Following the application of applicable equalization credit, DBRA 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

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

DBRA Project Review Team Responsibilities:

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

1. Work with Consultant to schedule and/or conduct Cost Certification related meetings.
2. Coordinate activities that require other personnel from the DEGC, City of Detroit, DBRA contractors and/or sub-contractors, Michigan Economic Development Corporation, State of Michigan, etc. to respond to requests for additional documentation and/or information.
3. Compel other parties to furnish information for the Project, including documents, plans, reports, and other documentation required to complete the Cost Certification process.

SECTION III –PROPOSAL SUBMITTAL

The Detroit Brownfield Redevelopment Authority (the “DBRA”) invites professional Consultants (the “Consultants”) to submit to the DBRA Proposals incorporating the requirements stated in this Request for Qualification and Pricing (“RFQP”).

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 | INTENTIONALLY LEFT BLANK |
| ATTACHMENT B | STANDARD PROFESSIONAL SERVICES AGREEMENT |
| ATTACHMENT C | CONSULTANT AND SUBCONSULTANT RATE SCHEDULES |
| ATTACHMENT D | ADVERTISEMENT |
| ATTACHMENT E | SCOPE OF SERVICES |
| ATTACHMENT F | BIDDER’S INCOME TAX CLEARANCE INSTRUCTIONS |
| ATTACHMENT G | W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM |

PART 1 – GENERAL

A. Purpose

It is the intent of the DBRA to receive proposals from and to enter into a Professional Services Agreement with the Consultant deemed by the DBRA as the most qualified provider of the Services. The Consultant shall furnish all necessary labor, studies, supplemental information, drafts, interviews, analysis, supervision, administration, and support assistance incidental and necessary, and shall produce the Cost Certification Services for Brownfield Plan cost certifications (collectively, the “Services”).

B. Issuing Office & Contact Person

Detroit Brownfield Redevelopment Authority
500 Griswold, Suite 2200
Detroit, MI 48226
Contact Person: Brian Vosburg
bvosburg@degc.org (313) 237-4612

C. Intentionally Left Blank

D. Delivery of Proposal to DBRA

Bids are to be prepared and submitted in accordance with the Part II – Proposal Form of this Bid Package. Email Bid Proposal to bvosburg@degc.org. Proposals will be accepted up to precisely 10 AM Eastern Standard Time on April 26, 2024 after which time Bids shall no longer be accepted. Bidders may follow up with DBRA staff to confirm receipt of the proposal.

As a follow up, a physical proposal may be submitted via FedEx, UPS or US Mail, but is not required, in a sealed opaque envelope, addressed to:

Detroit Brownfield Redevelopment Authority
Attn: Brian Vosburg
500 Griswold, Suite 2200
Detroit, MI 48226

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

E. Addenda to This Request for Qualification and Pricing

The DBRA reserves the right to make written modifications to this RFQP. Only the issuing office via a written addendum shall originate any revisions to this RFQP. The DBRA shall endeavor to provide notice of any subsequent addenda to all parties who have obtained from the DBRA a copy of the RFQP; 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 RFQP. 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 RFQP.

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, up to the notice of award of the contract. However, the candidate is advised that after the notice to award contract is issued or a determination not to award a contract is made, 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 RFQP is a voluntary action on the part of the Consultant. The DBRA will not pay any fees to or reimburse any costs incurred by a proposing Consultant or SubConsultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Cost Certification Services for Cost Certification of Brownfield Plans.

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 SubConsultants (together the “Consultant”) required to complete the proposed Services. The Consultant’s key individual shall coordinate and report its activities relating to the Services provided to the DBRA Project Manager. The Consultant’s key individual shall assume the duty to keep the DBRA Project Manager and DEGC 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 will provide the requested Services for projects across the entire City of Detroit

K. Contents of Submittals

All submissions must contain the information identified below.

1. *Cover letter*
2. *Acknowledgment of any RFQP addenda*
3. *Table of Contents*
4. *Signed Signature pages from the Special Forms paragraph of Part II*
5. *Details of the Consultant*
 - a. Name of individual or firm(s) and SubConsultant(s).
 - b. Resumes and experience of any individuals who will be assigned to this project. Include the following information:
 - i. Education – Provide information regarding consultant’s education background
 - ii. Training and credentials– Detail any relevant trainings and credentials held by the Consultant, including: Act 381 of 1996 experience and/or training, environmental compliance training, construction management and finance training, racial bias/implicit bias awareness training, and project management credentials
 - c. Experience and current workload of project principals named for this project. Indicate

staff experience related to a project of the size and character of the project

6. *Consultant's Relevant Experience*

- a. The Consultant should describe their experience and that of any individuals who will be assigned to this project.
- b. Consultant shall provide a concise description of its understanding of the Project, and why the Consultant is the best qualified to undertake this Project.
- c. A very brief narrative and graphic description of projects similar to the RFQP work that the Consultant is in process of completing, or has successfully completed recently, including the following information: Project, Project Description, Location, Owner, Reference contact/phone number and other relevant information.

7. *Completed Proposal Submittal Ensure timeline is a part of this.*

- a. Completed and executed Part 2-Proposal Form, including the Forms section.
- b. Attachment C-Consultant and SubConsultant(s) Standard Rate Schedule for services.
- c. Attachment D-Reimbursable Expense Cost Items and Standard Rates.

L. Evaluation Criteria

The DBRA is committed to providing a fair selection process. All proposals received in accordance with the bid package will be evaluated based on the DBRA's procurement scoring guidelines. Prior to scoring all proposals, where applicable budgetary constraints permit, DBRA staff will apply an additional credit to the base bid price for all Detroit-headquartered and Detroit-based businesses.

Following the application of applicable credits, DBRA and City of Detroit staff will score all proposals and assign a score to each bid package. DBRA and DEGC staff may also conduct mandatory post-solicitation interviews with the top respondents.

The DBRA and the DEGC reserves the right to reject any or all Proposals or to negotiate with any sources whatsoever.

The Proposal will be evaluated on the following criteria as follows:

1. Base bid price (as adjusted for equalization): 40% of the total score
2. Bidder's previous performance: 25% of the total score
3. Bidder's relevant experience: 25% of the total score
4. Bidder's proposal and qualifications: 10% of the total score

M. Form & Terms of Agreement:

The form of Agreement between the selected Consultant and the DBRA shall be the Professional 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 RFQP, 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 DBRA and the project manager of the DEGC. The DBRA will only process payments based on the written authorization of the project manager of the DBRA, with concurrence from the project manager of the DEGC. DBRA 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 RFQP. The Consultant shall, without limitations, coordinate its Services with the DBRA and when necessary, receive permission to contact other stakeholders, which may include but is not limited to: Representatives from other City agencies and Departments, EGLE, MEDC, the Developer and their private contractors and sub-contractors, and other organizations, private entities, their representatives, and contractors as identified by the DBRA. The Consultant shall produce and keep written records of all meetings attended and provide, upon request, copies of such written records to the DBRA.

P. Consultant Qualifications:

Proposals should refer to and address fully the Qualifications and Previous Project Experience bullet points within Section L. Evaluation Criteria. Provide narrative explanations and project examples to demonstrate the desired expertise and experience. Additionally, indicate that the Consultant holds that knowledge and experience.

Subsequently, the DBRA is seeking proposals from Consultants that can strike balances and provide the desired qualifications. Consultants should be well versed in Act 381 of 1996, construction cost estimating, construction project management, construction finance, State and Federal environmental regulations, and versatile enough to review documents efficiently, provide a clear and responsive single point of contact, and not inflate overhead costs. To avoid actual or the appearance of a conflict of interest, Consultants will not be assigned to work on cost certifications for Projects they have worked on.

PART 2– PROPOSAL FORM

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the “Request for Qualification and Pricing to provide design services for the Cost Certification of Brownfield Plans; 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 RFQP 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 Email Address: _____

This proposal is submitted to:
Detroit Brownfield Redevelopment Authority
bvosburg@degc.org
Attn: Brian Vosburg

Brownfield Plan Cost Certification Services

Consultant's Complete fees by Task (inclusive of Sub-Consultant's fees). Please provide itemized pricing for each individual task specified below. A schedule of fees for all potential staff and incidentals will have to be provided in Attachment C.

| BROWNFIELD PLAN COST CERTIFICATION BID PROPSAL FORM | | | |
|--|-----------------|----------------------------|------------------------------|
| TASK | SUB TASK | ESTIMATED HOURS | UNIT COST BY TASK |
| ONE-TIME TASK | | | |
| TASK 0 COST CERTIFICATION ORIENTATION | | | |
| DBRA staff to provide selected consultants an orientation to the DBRA's Brownfield Plan cost certification process and expectations. | 0.01 | 2 hours | |
| ONGOING TASKS | | | |
| TASK 1 INITIAL PROJECT REVIEW | | | |
| Project orientation meeting and document transfer by DBRA staff for Consultant. Includes review of: <ul style="list-style-type: none"> • Relevant Project approvals and documents • Applicable Local, State and/or Federal regulations • Developer's initial document submission • Relevant Project contacts | 1.01 | 1 hour | |
| Consultant's initial project review | 1.02 | 5 hours | |
| TASK 2 DOCUMENT REVIEW | | | |
| Review submitted documents and draft follow up correspondence and conversations with DBRA staff and/or developer regarding needed corrections/edits, required additional documentation, and review of newly submitted documents. | 2.01 | 18 hours | |
| Regular DBRA staff check-ins (weekly or bi-weekly, as needed) | 2.02 | 4 hours | |
| TASK 3 DRAFT COST CERTIFICATION REVIEW | | | |
| Present draft cost certification to DBRA staff and/or Developer for review and feedback | 3.01 | 2 hours | |
| Review any additional information or backup documentation provided by DBRA staff and/or developer | 3.02 | 3 hours | |
| Make allowable line item adjustments to Brownfield TIF budgets requested by developer and approved by DBRA staff | 3.03 | 1 hour | |

| TASK 4 FINAL COST CERTIFICATION | | |
|---|------|-----------------|
| Prepare & Present final cost certification report to DBRA | 4.01 | 5 hours |
| Orient DBRA staff to the final cost review documents and their organization, turn documents over to DBRA for their filing and retention | 4.02 | 1 hour |
| PROJECT BID TOTAL | | 42 Hours |

8) **Alternative:**

SubConsultant's fees (separated here for Owner's review,)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

SubConsultant _____

_____ (\$ _____ dollars)
(in written form)

These stated amounts include all allowances, insurance, taxes, bonds, fees and permits required by the RFQP 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 RFQP 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 DBRA and will complete all assigned Cost Certifications in no more than 60 days.

ADDENDA

The undersigned acknowledges receipt of the following addenda, which specify revisions to the RFQP 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 SubConsultants to assist in the provision of the Services. The Consultant warrants that the proposed SubConsultants will comply with the requirements of the Agreement and RFQP. Copies of all SubConsultant and /or subcontractor’s proposals are being submitted to DBRA at the same time as the Consultant’s Proposal. All SubConsultant contract values from the SubConsultants’ 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 SubConsultant, and is attached as Attachment C.

SubConsultant’s Name: _____

Type of Work: _____

SubConsultant’s percentage of project contribution _____

SubConsultant’s Name: _____

Type of Work: _____

SubConsultant’s percentage of project contribution _____

CONSULTANT’S EXAMINATIONS AND UNDERSTANDING

The undersigned certifies that the RFQP 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 RFQP or the Scope of Services.

The undersigned specifically certifies that the Consultant agrees that the Schedule set forth in Section II of the RFQP is acceptable and that the Consultant (and its SubConsultants 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 RFQP is a voluntary action on the part of the Consultant. The DBRA will not pay any fees to or reimburse any costs incurred by a proposing Consultant or SubConsultant in the preparation of its Proposal or oral presentations for obtaining a contract for the Brownfield Plan Cost Certifications.

FORM AND TERMS OF PROFESSIONAL SERVICE AGREEMENT

The undersigned, on behalf of the Consultant, acknowledges and agrees to the terms and conditions stated in the RFQP 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 DBRA, 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 DBRA 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 DBRA or the City of Detroit.

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 DBRA the right to waive any informality in the RFQP 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 Professional Services Agreement (Attachment B) if awarded to the Consultant by the DBRA 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
- (4) Bidder's Income Tax Clearance Form (<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-treasury/clearances-income-tax-and-accounts-receivable>).
- (5) W-9 Request for Taxpayer Identification and Certification. (form attached to the RFQP)

(6) Human Rights Dept. Covenant of Equal Opportunity (form attached to the RFQP) and/or Detroit Based Business Certificate

The undersigned, hereby, executes and tenders this Proposal to the DBRA on behalf of the proposing Consultant in accordance with the requirements to provide Services necessary for the Brownfield Plan Cost Certifications as set forth in the DBRA's Request for Qualification and Pricing.

(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
(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 RFQP 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

(if applicable)

(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 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 DBRA 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 – INTENTIONALLY LEFT BLANK

ATTACHMENT B

**CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH**

This Professional Services Agreement ("Agreement"), dated and made effective as of this ____ day of _____, 20____, by and between **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY** (hereinafter referred to as the "DBRA"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and _____, located at 615 Griswold Suite 506 Detroit Michigan 48226 (hereinafter called the "Professional Contractor").

RECITALS:

A. The DBRA has determined that it is necessary to engage the Professional Contractor to perform _____ services in connection with _____ (hereinafter called the "Project"); and

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

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

D. On _____ the DBRA Board adopted a resolution authorizing the execution of this Agreement, said resolution is identified by the DBRA code number of DBRA _____.

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

ARTICLE 1
Engagement of the Professional Contractor

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

1.02 The relationship of the Professional Contractor to the DBRA, its agents, employees, officers and directors shall be that of an independent contractor, and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury, property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall

arise or accrue to either party as a result of this Agreement. Should such claims arise against the DBRA from the Professional Contractor's employees or agents, the Professional Contractor shall hold harmless, defend and indemnify the DBRA from, against and for any such claim and any costs or expenses related thereto.

1.03 The DBRA shall appoint a project manager (the "Project Manager") to serve as the contact person between the DBRA and the Professional Contractor. The Project Manager shall be designated in writing, and may from time to time be changed by the DBRA upon the posting of a written notice of such change to the Professional Contractor to the address and in the manner specified in Article 15, Notices.

ARTICLE 2 **Agreement Term**

2.01 The Professional Contractor shall complete performance, in a satisfactory and proper manner, of the Services described in Exhibit A from the date of issuance of a Notice to Proceed as described in Article 3 hereof, subject to and in accordance with Section 3.01 hereof, for a period of _____, unless this time period is otherwise extended. The determination of whether the Professional Contractor has performed in accordance with this provision shall be within the sole and reasonable discretion of the DBRA. In the event that there shall be any dispute between the parties with regard to the extent and character of the Services performed, or the quality of performance required under this Agreement, the interpretation and determination of the DBRA shall be conclusive. If the Professional Contractor commenced providing the Services provided herein prior to the execution of this Agreement, the terms and conditions of this Agreement shall be retroactive to the date when the Services were commenced.

Subject to the provisions of Article 7, this Agreement shall expire on the date the Professional Contractor receives its final payment for the Services provided herein. Any violation or breach of the terms of this Agreement by the Professional Contractor or its affiliates may result in termination of this Agreement or such other action which may be necessary to enforce the rights of the DBRA.

2.02 The Professional Contractor hereby recognizes the urgency and importance of timely delivery of the Services as an integral part of a project of great importance to the economic redevelopment of the City of Detroit (the "City"). The Professional Contractor hereby acknowledges that time is of the essence for performance of the Services as provided hereunder.

ARTICLE 3 **Scope of Services**

3.01 The Professional Contractor shall commence performance of some or all of the Services described in Exhibit A upon the Project Manager mailing a written notice to proceed for those particular Services (herein called a "Notice to Proceed") to the Professional Contractor to the address and in the manner specified in Article 15.

3.02 The Services shall be deemed to include, but are not limited to, all conferences, court appearances, testimony, and consultations deemed necessary by the DBRA for the Professional Contractor to properly and fully perform the Services.

3.03 The Services shall be performed at such locations as are appropriate to the proper performance of the Services.

ARTICLE 4 **Personnel and Administration**

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Professional Contractor warrants that all of the Professional Contractor's personnel who are assigned to the performance of the Services (herein called the "Employees"), or subcontractors engaged by the Professional Contractor to perform the Services or any additional services (as may be agreed to by the parties hereto) are appropriately qualified by education, training and/or experience, and are fully qualified and authorized to perform the Services under Federal, State, and local laws, rules, regulations, and governing professional association rules (if any) where such Employee, consultant, or subcontractor is employed. In the absence of circumstances beyond its control, the Professional Contractor agrees not to remove any key personnel who are acceptable to the DBRA from work hereunder until this Agreement is terminated. Immediately upon receipt of written notification, the Professional Contractor shall replace any Employee, including the Project Coordinator, as hereinafter defined, who, in the DBRA's sole opinion, unsatisfactorily performs the Services hereunder, or who is unsatisfactory for the performance of the Services hereunder. In all cases in which an Employee or subcontractor must be replaced, the Professional Contractor shall supply a replacement acceptable to the DBRA as quickly as possible, and agrees not to substitute a lower classified Employee or less qualified subcontractor to perform the Services without obtaining prior written approval from the DBRA. The Professional Contractor shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation. The DBRA shall have the right to interview and approve the supervisory staff assigned by the Professional Contractor under this Agreement.

4.02 The DBRA shall have the right of prior approval of all subcontractors assigned to this project, provided that neither this provision nor anything in this Agreement should be construed as waiving or releasing the Professional Contractor from its ultimate responsibility for the work performed by its subcontractors, employees, or consultants. Upon request of the DBRA, the Contractor shall supply a resume of each subcontractor it proposes be assigned to this Agreement, as well as a summary of the subcontractor's professional activities and accomplishments. Each Employee, subcontractor, or consultant, if any, employed or utilized by the Professional Contractor in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to effectively and efficiently perform the Services to conform with the best practices in the industry.

4.03 The Professional Contractor hereby waives any claim against the DBRA, Detroit Economic Growth Corporation (the "DEGC") and the City, and shall hold harmless, defend and indemnify the DBRA, the DEGC and City from, against and for any liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and

expenses of attorneys, expert witnesses, and other consultants) arising, in connection with, any personal injury to or property damage incurred by it, or by its personnel, Employees, subcontractors, agents, representatives, consultants, parent company, or any individuals or entities associated, or affiliated with, or subsidiary to, the Professional Contractor (such personnel, Employees, subcontractors, agents, consultants, parent company, individuals or entities are collectively herein called the "Associates") while working on this Project, excepting only that portion of any personal injury claim or property damage which a court of competent jurisdiction holds to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the DBRA, the DEGC or the City acting within the scope of his or her employment. The provisions of this Section 4.03 shall survive the expiration or other termination of this Agreement.

4.04 The Professional Contractor hereby designates, and the DBRA hereby accepts, subject to 4.01, _____, to act as the project coordinator on behalf of the Professional Contractor (the "Project Coordinator), who shall, in addition to his or her other duties, act as liaison between the Professional Contractor and the DBRA. Upon execution of this Agreement, and prior to the start of the Project, the Professional Contractor shall provide the DBRA with a secondary point of contact to avoid any interruption with the Project in the event that the primary Project Coordinator becomes incapacitated, unavailable or unable to perform. All work necessary or desirable to complete the Services hereunder shall be coordinated by the Project Coordinator.

4.05 The Professional Contractor shall arrange the time schedule for the Services and monitor performance, except that all requirements as to the Project time schedule as set forth in this Agreement or a Notice to Proceed shall be adhered to by the Professional Contractor. The Project Coordinator or his/her designated assistant shall, without charge, meet regularly with representatives of the City, DEGC and DBRA to discuss progress made in the performance required hereunder and any problems which may have arisen.

4.06 The Project Coordinator shall inform the DBRA as soon as the following conditions become known:

- (a) Problems, delays or adverse conditions which materially affect the ability to complete the Project or to meet established time schedules. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Professional Contractor to resolve the problem or condition and what, if any, assistance is needed from the DBRA to resolve the situation.
- (b) Favorable development of events which enable meeting time schedules sooner than anticipated.

4.07 For the term of this Agreement and for one (1) year after its termination, the Professional Contractor shall not employ any employee or agent of the DBRA without obtaining the DBRA's prior written consent.

4.08 Unless otherwise directed by the DBRA, the Services shall be undertaken in such sequence, if any, described in the Notice to Proceed for the Services in question, and in a manner to

assure their proper and expeditious completion prior to the date provided in the Notice to Proceed for those Services.

4.09 The Professional Contractor shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to effectively and efficiently carry out and perform the Services during the term of this Agreement in a manner that is in accordance with skills of a first-class and reputable firm performing the contracted for Services.

4.10 All reports and other written documentation required to be delivered to and certified to the DBRA hereunder shall be provided to the DBRA with three (3) copies, unless otherwise requested by the DBRA, and shall also be provided in electronic form, in a format acceptable to the DBRA. If requested by the DBRA, said reports and other written documentation shall also be provided to the Planning & Development Department ("P&DD") of the City or to such other persons or entities identified by the DBRA, or both. All deliverables and work performed under this Agreement shall include a statement of reliance providing that the City, the DBRA and any entity using them for the Project may rely on the deliverables and all work performed pursuant thereto.

ARTICLE 5 **Compensation**

5.01 The DBRA agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a total amount not to exceed the sum of _____ Dollars, [including any Reimbursable Expenses, as defined below,] in accordance with Exhibit B, attached hereto and made a part hereof by this reference.

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

5.03 The DBRA, at its option, may request in writing that the Professional Contractor perform various services ("Additional Services") that are deemed by the DBRA in its sole discretion to be outside the scope of the Services required hereunder and that will require the Professional Contractor to incur additional reasonable costs. It is expressly understood that Additional Services shall be rendered only at the written request of the DBRA at a mutually agreed upon cost. Costs incurred pursuant to this Section 5.03 shall be paid only upon compliance with the terms of this Section, receipt by the DBRA of sufficient funds to reimburse same, and the submission of an invoice in accordance with Section 6.01 hereof. From and after such time as any Additional Services have been authorized by the parties in the manner required by this Section, the term "Services" as used in this Agreement shall be deemed to include such authorized Additional Services.

5.04 "Reimbursable Expenses" shall mean those expenses authorized in writing by the DBRA, including, but not limited to, mileage, postage, telecopy, copy fees, and telephone charges.

OR

5.04 Professional Contractor acknowledges and agrees that reimbursement for out-of-pocket expenses is not contemplated under the terms of this Agreement.

ARTICLE 6
Method of Payment

6.01 Payment for the proper performance of the Services required hereunder, any Additional Services, or any authorized Reimbursable Expenses shall be made upon submission by the Professional Contractor of a monthly invoice for payment. Any payment requested by Professional Contractor shall be consistent with the unit prices set forth in Exhibit A. As used in this Article 6 the term Services includes Additional Services. The invoice shall include the following information:

- (a) The total cost of Services rendered to the Project to date.
- (b) The total cost of all Services for the billing period.
- (c) The date of performance of the Services for that billing period.
- (d) A description of the Services rendered for that billing period.
- [(e) A detailed statement of the Reimbursable Expenses incurred for the billing period.]
- (f) The total charge amount.

6.02 The Professional Contractor shall receive payment for the proper performance of Services approved by the DBRA hereunder, within thirty (30) business days of the submission of an invoice to the DBRA in accordance with the provisions of Section 6.01.

ARTICLE 7
Termination

7.01 The DBRA may terminate this Agreement in whole or in part for cause, effective immediately upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor should the Professional Contractor:

- (a) Fail to fulfill in a timely and proper manner its obligations under this Agreement.
- (b) Violate any of the covenants, agreements, or stipulations of this Agreement.
- (c) Cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law.

- (d) Admit in writing its inability to pay its debts generally as they become due.

The Professional Contractor shall be liable to the DBRA for damages sustained by the DBRA by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the DBRA might incur enforcing or attempting to enforce this Agreement, including actual attorneys' fees. The DBRA may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the DBRA from the Professional Contractor is determined, after which time only payments due the Professional Contractor in excess of such damages, if any, shall be remitted to the Professional Contractor. It is expressly understood that the Professional Contractor will remain liable for any damages the DBRA sustains in excess of any set-off. If this Agreement is terminated in this manner, the DBRA may take over the Services, and complete the same by contract with another party or otherwise, and the Professional Contractor shall be liable to the DBRA for any and all costs incurred by the DBRA thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the DBRA at least thirty (30) business days before the effective date of the termination, should the DBRA fail to fulfill its obligations under this Agreement in a timely and proper manner.

7.03 The DBRA may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article 7, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the effective date thereof, at least fifteen (15) business days prior to the effective date of such termination. If this Agreement is terminated in this manner, the DBRA will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the DBRA on the basis of the Services rendered and accepted by the DBRA; [any Reimbursable Expenses incurred prior to termination;] bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the DBRA relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the DBRA, represent a fair value of the Services provided, less the amount of any previous payments made. Should the DBRA or the DBRA's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the DBRA or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 5.01 and any additional compensation due the Professional Contractor pursuant to any duly authorized Amendments, as defined below.

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

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

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

ARTICLE 8 **Amendments**

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

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

ARTICLE 9
Conflict of Interest

9.01 The Professional Contractor warrants and covenants that it does not have, and that during the performance of this Agreement it will not have, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member, or employee of the DBRA or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect, in the Professional Contractor (if an entity or organization), this Agreement or the proceeds hereof.

ARTICLE 10
Assignment and Subcontracting

10.01 The Professional Contractor shall not directly or indirectly assign, subcontract, or encumber any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the DBRA. Any such consent given in any one instance shall not relieve the Professional Contractor of its obligation to obtain the prior written consent of the DBRA to any further assignment.

10.02 This Agreement shall inure in all respects to the DBRA, its agents, successors, and assigns.

10.03 In the event that the Professional Contractor enters into subcontract(s) under this Agreement, the Professional Contractor shall obtain independent contractors liability insurance coverage in addition to all other types of coverage required hereunder in amounts and types equal to those required from the Professional Contractor and set forth in Article 13.

10.04 The Professional Contractor shall ensure that any of its obligations or assurances under this Agreement which involve work to be performed by a subcontractor, shall be incorporated in the terms any contract between the Professional Contractor and a subcontractor.

ARTICLE 11
Confidentiality and Proprietary Information

11.01 The Professional Contractor agrees that it shall take appropriate action with respect to its Associates to insure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement can be fully satisfied.

11.02 All information or material provided by the DBRA to the Professional Contractor or its Associates whether provided before or after the date of this Agreement, and whether or not specifically identified as confidential, including any information provided orally, in writing, in computer readable form or otherwise, and all summaries, analyses, compilations, data, studies or other documents prepared by the Professional Contractor or its associates containing, or based in whole or part on any such furnished information or otherwise prepared or assembled by the

Professional Contractor under this Agreement, including but not limited to the Work Product, are confidential, and the Professional Contractor agrees that such information or material shall not be made available to any individual or organization without prior written consent of the DBRA and shall not be used by the Professional Contractor or its Associates for any purposes other than the Project, except as expressly permitted by this Agreement. In the event that the Professional Contractor or its Associates shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential, the Professional Contractor shall give immediate written notice to the DBRA. Upon receipt of such notice, the DBRA expressly reserves the right to interpose all objections it may have to the disclosure of such information.

11.03 Without limiting the generality of Section 11.05, all Work Product, shall be the property of the DBRA. The Professional Contractor shall be permitted to retain for informational purposes copies, including reproducible copies and electronic media copies, of Work Product. The Work Product shall not be used by the Professional Contractor on projects or for any purpose other than the Project.

11.04 The Professional Contractor shall promptly deliver to the DBRA upon the DBRA's request all of such property. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the DBRA will cause irreparable injury to the DBRA not adequately compensable in damages and for which the DBRA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DBRA may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product.

11.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), contact lists, appointment logs, meeting notes, data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes, or other materials, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement (herein collectively called the "Work Product") shall become the DBRA's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. For purposes of this Agreement, the Work Product definition shall specifically include, but not be limited to, any technology, marketing materials, system designs, software, source codes, or any other original works of authorship of the Professional Contractor. Upon the DBRA's request, the Professional Contractor shall promptly deliver to the DBRA all of such Work Product, and the DBRA shall return all of the Professional Contractor's properties to it. The Professional Contractor acknowledges that any failure or delay on its part to deliver the Work Product to the DBRA will cause irreparable injury to the DBRA which is not adequately compensable in damages, and for which the DBRA has no adequate remedy at law, and the Professional Contractor accordingly agrees that the DBRA may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The DBRA shall have full and unrestricted use of the Work Product for the purpose of completing the Project. Subject to Article 11, the Professional Contractor may retain copies of the Work Product solely for archival purposes at its own expense, with the consent of the DBRA, which consent shall not be unreasonably withheld.

11.06 The provisions of this Article 11 shall survive termination or expiration of this Agreement.

ARTICLE 12

Indemnity

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

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of Associates, or their agents and employees.
- (b) Any failure by the Professional Contractor, or any of its Associates to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any failure to act or misrepresentation by the Professional Contractor or any of its Associates in connection with the Project.
- [(d) Any release or threatened release of a hazardous substance or hazardous waste.
- (e) Any improper disposal, storage or transport of any hazardous substance or hazardous waste.]

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

12.02 The Professional Contractor undertakes and assumes all risk of dangerous conditions, if any, in and about any the DBRA or DEGC premises or any work sites, and shall examine all places where it will be performing the Services in order to determine whether such places are safe for the performance of the Services, and shall, where appropriate, prepare and adhere to a written health and safety plan for itself and its contractors. The Professional Contractor waives and releases any claim or liability against the DBRA and the DEGC for personal injury or property damage sustained by it or its Associates while performing under this Agreement.

12.03 In the event any action or proceeding shall be brought against the DBRA, the DEGC or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor shall, upon notice from the DBRA, at the Professional Contractor's sole

cost and expense, resist or defend the same with counsel of the Professional Contractor's choice, provided the counsel is acceptable to the DBRA and/or the City.

12.04 The Professional Contractor agrees that it is its responsibility, and not the responsibility of the DBRA, to safeguard the property and materials that any employees, consultants, or subcontractors or other Associates use or have in their possession while performing under this Agreement. Further, the Professional Contractor agrees to indemnify, hold harmless and defend DBRA and the DEGC for, from and against any loss of such property and materials used by, or in the possession of, such persons pursuant to the Professional Contractor's performance under this Agreement.

12.05 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts. In addition, the Professional Contractor agrees to hold the DBRA, the DEGC and the City harmless from the payment of any deductible on any insurance policy. The Professional Contractor agrees that it will require the same indemnification of the DBRA, the DEGC and City by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement. The Professional Contractor's obligations under this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13 **Insurance**

13.01 The Professional Contractor shall, provide the DBRA with evidence of any insurance required of the Professional Contractor by this Article 13 promptly upon execution of this Agreement and in any event prior to the commencement of the Services. Notwithstanding anything to the contrary in this Agreement, the Professional Contractor shall not be entitled to receive any compensation under this Agreement unless and until the Professional Contractor has fully complied with this Article 13.

13.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances:

- (a) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Professional Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- (b) Comprehensive General Liability insurance (occurrence based) 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;

If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured, the policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Professional Contractor's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.

- (c) Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Professional Contractor.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.
- (d) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.
- [(e) Pollution Legal Liability insurance and Contractor Pollution Liability insurance in amounts and on terms satisfactory to the DBRA.]

13.03 If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the DBRA, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional

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

coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the DBRA.

13.04 The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the DBRA. Certificates of insurance evidencing such coverage shall be submitted to the DBRA at the time it executes this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies. Prior to the commencement of the Services, the Professional Contractor shall provide the DBRA with certified copies of all required policies.

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

13.07 The Comprehensive General Liability insurance policy [and Pollution Legal Liability insurance and Contractor Pollution Liability insurance policies] shall name the "City of Detroit" and "City of Detroit Brownfield Redevelopment Authority" as additional insureds, and shall state that the Professional Contractor's insurance is primary, with respect to the City of Detroit, and the DBRA as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the DBRA.

13.08 In the event that the Professional Contractor retains, in accordance with this Agreement, a consultant or subcontractor to perform any of the Services, such consultant or subcontractor shall be required to maintain insurance identical to the insurance coverages set forth in this Article 13, including but not limited to the requirements set forth in Section 13.07, and such additional coverages as the DBRA may require of such consultant or subcontractor.

ARTICLE 14 **Fair Employment Practices**

14.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Professional Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment or hire because of his/her religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform

the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

14.02 The Professional Contractor agrees to comply with City of Detroit Executive Orders Nos. 2014-5 and 2020-5, if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the City of Detroit Civil Rights Inclusion and Opportunity Department (“CRIO”) pursuant thereto. The parties hereto shall promptly furnish any information required by the City or the CRIO pursuant to this Article.

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

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

14.04 Breach of the terms and conditions of this Article 14 may be regarded as a material breach of this Agreement.

ARTICLE 15

Notices

15.01 All notices, consents, approvals, requests, reports, and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail or nationally recognized overnight courier service, postage prepaid and addressed as follows:

If to DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent

with a copy to:

Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel

If to Professional Contractor:

Attention: _____

15.02 Notices shall be deemed received three (3) days after the day of mailing if delivered by registered or certified mail, or one (1) business day after deposit with a nationally recognized overnight courier service. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE 16
Government Regulations

16.01 The Professional Contractor shall comply with all laws, rules, regulations, orders, etc. (hereinafter referred to as the "Regulations") of all federal, state, and local government agencies applicable to the Services performed under this Agreement. The Professional Contractor shall cooperate with the DBRA in promptly furnishing any information required by such agencies. It shall be an obligation of the Professional Contractor to keep itself informed of the Regulations which are applicable to the Services.

16.02 The Professional Contractor shall include and contractually obligate all its subcontractors, suppliers and vendors to specifically conform to all of the requirements of this Article 16 in the performance of the Services.

ARTICLE 17
Miscellaneous

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

Each party reserves, and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such

waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party, and expressly stated to constitute a waiver.

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

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

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

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

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

17.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to, and construed according to, the laws of the State of Michigan. The Professional Contractor agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 15 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the DBRA because of any matter whatsoever arising out of or relating to the validity, construction, interpretation, and enforcement of this Agreement in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals, or the Michigan Supreme Court.

17.08 If any affiliate (as hereinafter defined) of the Professional Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Professional Contractor with right legal effect. "Affiliate" shall mean a

"parent", subsidiary, or other company controlling, controlled by, or in common control with, the Professional Contractor.

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

17.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the DBRA's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the DBRA may, at its option, terminate this Agreement, pursuant to Article 7 hereof.

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

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

DBRA

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____

Print Name: _____

Its: Authorized Agent

By: _____

Print Name: _____

Its: Authorized Agent

PROFESSIONAL CONTRACTOR

By: _____

Print Name: _____

Its: _____

Approved as to form only:
Counsel to DBRA

By: _____

Rebecca Navin, Esq.

EXHIBIT A

SCOPE OF SERVICES

The Professional Contractor shall perform the following Services:

EXHIBIT B

BUDGET AND FEE SCHEDULE

Performance of the Services shall not exceed the sum of _____ and shall be in accordance with the following fee schedule and budget:

ATTACHMENT C

CONSULTANT AND SUBCONSULTANT(S) STANDARD RATE SCHEDULES

The Consultant and SubConsultant(s) Standard Rate Schedule(s) for services and professional fees normally provided by the Consultant and any of its proposed SubConsultants.

ATTACHMENT D

ADVERTISEMENT

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

CONSULTING SERVICES FOR BROWNFIELD PLAN COST CERTIFICATIONS, DETROIT

The Detroit Brownfield Redevelopment Authority (DBRA) invites written proposals from interested and qualified professional Consultants to provide design services for Brownfield Plan cost certifications.

REQUEST FOR QUALIFICATIONS AND PRICING PACKAGES ARE AVAILABLE by download at The Detroit Economic Growth Corporation web site www.DEGC.org, and by clicking BROWNFIELD PLAN COST CERTIFICATIONS on the New Projects RFQP page. RFQP available to download beginning APRIL 5, 2024

An **RFQP clarifications meeting** via Zoom is scheduled for April 15, 2024 at 10AM. Teleconference details are:

<https://us06web.zoom.us/j/85240059403?pwd=XjTtwoaRWOQE4yY0m8zf5NOtEHFA3Ir.1>

Meeting ID: 852 4005 9403
Passcode: 495966

Dial by your location

- +1 646 518 9805 US (New York)
- +1 646 558 8656 US (New York)

Meeting ID: 852 4005 9403

Proposals are due **April 26, 2024 by 10:00 AM EST**. Email Bid Proposal to bvosburg@degc.org with the email subject **Brownfield Plan Cost Certifications**.

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

Any Consultant and all its SubConsultants 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 Human Rights requirements.

No submittal may be withdrawn for at least 45 days after the due date noted above. The DBRA 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 DBRA.

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF WORK

This RFQP seeks to find qualified consultants to provide Brownfield Plan cost certifications. The work will produce a completed certification of costs for Brownfield Plans for projects the DBRA requests Consultants to complete. The consultant will be required to complete the cost certification of requested projects within 60 days of initial document submission from the developer.

One Time Task:

TASK 0 – COST CERTIFICATION ORIENTATION – Anticipated 2 hours

0.01 – DBRA staff to provide selected consultants an orientation to the DBRA’s Brownfield Plan cost certification process and expectations.

Ongoing Tasks:

TASK 1 – INITIAL DOCUMENT REVIEW – Anticipated average of 6 hours

1.01 – DBRA staff provide approval documents and developer submitted documents for the Brownfield Plan cost certification:

DBRA provided documents may include:

- Approved Brownfield Plan
- DBRA Approval Resolution
- City of Detroit Approval Resolution
- Reimbursement Agreement
- Approved Work Plan
- MSF and/or EGLE Approval Resolution(s)
- CRIO Clearance Letter
- Other relevant approval documents

Developer provided documents may include:

- Draws and invoices
- Waste manifests
- Building Permits and/or Certificates of Occupancy
- Proof of payment (lien waivers and/or canceled checks)
- Environmental reports and documentation
- Other relevant project documentation of costs and approvals

DBRA staff overview of:

- Project location and scope
- Parties involved in the Project and their roles
- Brownfield TIF and other relevant Project financing
- Review of applicable cost certification requirements

Consultant overview of:

- Planned approach to the cost certification process
- Preferred communication and document review/submission modes and processes

1.02 Consultant’s initial project and document review

TASK 2 – FOLLOW-UP DOCUMENT REVIEW – Anticipated average of 22 hours

2.01 – Provide results of review and follow up documents and communications with DBRA staff and/or with the approval of DBRA, direct communications with the developer, City, State and/or Federal staff regarding questions and/or additional documentation needed.

2.02 - Regular check-in communications with DBRA staff, as needed: emails, phone calls, meetings, etc.

TASK 3 – DRAFT COST CERTIFICATION REVIEW – Anticipated average of 6 hours

3.01 - Present draft cost certification document to DBRA staff and developer for review and feedback.

3.02 - Review any additional information or backup documentation provided.

3.03 - Make allowable line-item adjustments to Brownfield TIF budgets as requested by Developer and approved by DBRA staff.

TASK 4 – FINAL COST CERTIFICATION– Anticipated average of 6 hours

4.01 – Prepare and present final cost certification report to DBRA

4.02 - Orient DBRA staff to the final cost certification backup documents and their organization, turn documents over to DBRA for their filing and retention

TASK 5 – ADDITIONAL SERVICES – CHANGE ORDERS

Additional tasks outside of the fees and scope of service may be required. All additional services will be negotiated and approved by the DBRA project manager.

Proposed Project Cost Certification Schedule

| Phase | Anticipated Timeframe |
|---------------------------------|------------------------------|
| Initial Project Review | 1 week |
| Document Review | 2-3 weeks |
| Draft Cost Certification Review | 1-2 weeks |
| Final Cost Certification | 1-2 weeks |

-Per the Reimbursement Agreement, DBRA Staff and Consultant shall complete the Cost Certification process within 60 days

ATTACHMENT F

9/15/21, 10:25 AM

Clearances - Income Tax and Accounts Receivable | City of Detroit



Where am I: [Home](#) > [Office of the Chief Financial Officer](#) > [OCFO Divisions](#) > [Office of the Treasury](#)

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

Estates & 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


CONTACTS

<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-treasury/clearances-income-tax-and-accounts-receivable>

3/4

 Clearance
(313) 224-3560
CityofDetroitClearances@detroitmi.gov

 Office of the CFO - Office of the Treasury Coleman A. Young Municipal Center 2 Woodward Avenue - Suite 130 Detroit, MI 48226 [313-224-3560](tel:3132243560)
• Monday - Friday, 8:30 am - 4:30 pm

 [City of Detroit CFO](#)

ATTACHMENT G

| | | |
|--|--|---|
| Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Print or type See specific instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| 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. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|--------------------------------|--|
| Social security number | |
| OR | |
| Employer identification number | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,