

INTERAGENCY SUBRECIPIENT AGREEMENT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

CITY OF DETROIT BUILDING AUTHORITY

CONTRACT NO.

**Coolidge Terminal Reconstruction
City of Detroit Building Authority
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EXHIBITS:

- A – Scope of Services
- B – Budget
- C – FTA Grants
- D – Payments/Reimbursement Procedures and Requirements
- E – Reserved
- F – Duplication of Benefit
- G – Conflict of Interest
- H – Certification Regarding Lobbying
- I – Reserved
- J – Payroll Register Instructions & Payroll Register (J-1 Sample)
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- L – Budgetary Status Report (Sample)
- M – Private Care Mileage Report (Sample)
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- O – Additional Requirements

OTHER REQUIRED DOCUMENTS:

- Combined Affidavits and Covenants
 - Slavery Era
 - Political Contributions
 - Hiring Policy
 - Equal Opportunity
- Combined Accounts Receivable Clearance and Income Tax Clearance
- Certificate of Liability Insurance Form
- Vital Information Form
- Organization Employment Application (Sample)

**CITY OF DETROIT
COOLIDGE TERMINAL RECONSTRUCTION
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is entered by and between the City of Detroit (“City”), a Michigan municipal corporation acting by and through its **Department of Transportation** (“Department”), with offices located at 1301 East Warren Avenue, Detroit, Michigan 48211, and **The City of Detroit Building Authority** (“Subrecipient”), a public authority and body corporate, organized and existing pursuant to Public Act 31 of 1948 (First Extra Session), as amended, with offices at 1301 Third Street, Suite 328, Detroit, Michigan 48226. The City or Department and the Subrecipient may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the City has historically operated the Coolidge Terminal, located at 14044 Schaefer Highway for the storage, maintenance, and operations of its fleet of public transit vehicles until 2011 when it incurred severe fire damage, and;

WHEREAS, the City desires to fully reconstruct Coolidge Terminal so as to restore its public transit vehicle storage, maintenance, and operations activities, and;

WHEREAS, the City has been awarded multiple grants by the U.S. Department of Transportation Federal Transit Administration (“FTA”), as identified in Exhibit C (“FTA Grants”), each subject to applicable state matching funds, from which a total of \$107,451,080.00 (“Grant Funds”) is available and eligible to support reconstruction of the Coolidge Terminal, and;

WHEREAS, use of the Grant Funds is subject to compliance with the terms and conditions set forth or referenced in certain grant agreements between the FTA and the City (“FTA Grant Agreements”), including but not limited to the provisions of the FTA Master Agreement, version 30, dated November 2, 2022 (“FTA Master Agreement”),

WHEREAS, the Subrecipient, having been incorporated by the City as a public authority and body corporate pursuant to the Michigan Building Authorities Act, Public Act 31 of 1948 (First Extra Session), as amended, constitutes a “local government” as defined in FTA Circular 4220.1F, and;

WHEREAS, and the City has selected the Subrecipient to provide the services set forth in the attached Exhibit A, Scope of Services (herein called the "Services"), and the Subrecipient represents that it is authorized and capable of performing the Services, and;

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. ENGAGEMENT OF SUBRECIPIENT

1.01 The City hereby engages the Subrecipient and the Subrecipient hereby agrees to perform the Services in accordance with the terms and conditions of this Agreement, including Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N and O attached hereto and made a part hereof.

2. SCOPE OF SERVICES

2.01 The Subrecipient shall perform in a satisfactory and proper manner, as determined within the sole discretion of the City, the Services as described in Exhibit A. In the event that there is any dispute between the parties regarding the extent and character of the Services to be performed, or the quality of performance required under this Agreement, the reasonable interpretation and determination of the City shall govern.

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

2.03 The Services shall be undertaken in such sequence as directed by the City to assure their proper and expeditious completion in light of the objectives of this Agreement.

2.04 The Services shall include conferences and consultations deemed necessary by the City to ensure that the Subrecipient properly and fully performs the Services in accordance with this Agreement and the FTA Grants.

2.05 The Subrecipient shall use its best efforts and devote such skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the Services during the term of this Agreement.

2.06 The Subrecipient shall obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditations, permits and approvals as may be required by law for its operation and the performance of Services under this Agreement. The Subrecipient shall ensure that its employees and subcontractors shall also maintain all required licenses, registrations, accreditations, permits and approvals as may be required by law for the performance of Services hereunder. Such licensing requirements include obtaining a City business license from the Building Safety, Engineering and Environmental Department, as applicable.

2.07 The Subrecipient must use Grant Funds in compliance with all applicable terms and conditions of the Grants, which are hereby incorporated by reference into this Agreement. Such terms and conditions include but are not limited to the FTA Master Agreement, version 30, dated November 2, 2022. Subrecipient acknowledges that it has reviewed the Grants and has knowledge of all applicable terms and conditions set forth or referenced therein.

3. TERM OF PERFORMANCE

A. Term of Performance.

3.01 The term of performance under this Agreement shall begin on the Effective Date and continue through March 30, 2030, unless otherwise extended or terminated as provided herein.

B. Effective Date.

3.02 This Agreement shall become effective upon both (1) the approval by City Council, and (2) execution by the Purchasing Director of the City of Detroit ("Effective Date"). The Subrecipient shall have no authority to commence the Services without prior approval by the City and only if in accordance with the Grants, no payments shall be authorized by the Office of Chief Financial Officer of the City of Detroit, and the City shall not be liable for reimbursement for any materials or services purchased, or payment for any costs incurred by the Subrecipient, or any Services rendered by the Subrecipient, until the Effective Date.

C. Extension of Time.

3.03 The Subrecipient may request a time extension. Such request shall be made ninety (90) days prior to the expiration date of this Agreement, and subject to the City's determination that conditions warrant an extension beyond the expiration date. Any time extension shall constitute an amendment to this Agreement and shall be subject to Article 17, herein. In no event shall such change result in an increase in the compensation hereunder.

D. Reimbursement for Prior Expenses

3.04 After the Effective Date, the City may make payments to Subrecipient for eligible Services rendered, including Services that were performed prior to the Effective Date of this Agreement as approved by the City and allowed pursuant to the Grants. However, no payments shall be authorized by the Office of Chief Financial Officer of the City of Detroit, nor shall the City be liable for reimbursement for any materials or services purchased, or payment of any cost incurred by the Subrecipient, or any Services rendered by the Subrecipient unless and until the Effective Date.

4. PERSONNEL AND ADMINISTRATION

4.01 To ensure proper performance of the Services and a quality Work Product (as hereinafter defined), the Subrecipient warrants that all Subrecipient personnel assigned to the performance of the Services ("Employees"), or any other consultants, agents or subcontractors engaged by the Subrecipient to perform the Services ("Subcontractors") are fully qualified and authorized to work and perform the Services under Federal, State, and local laws, rules, and regulations.

4.02 The Subrecipient shall notify the City within thirty (30) days of any change in ownership or executive leadership or any other significant corporate changes that impact the ability of the

Subrecipient to carry out any federal funding under this Agreement or other federal, state or local funding. The Subrecipient's right to assign or sublet this Agreement shall be in accordance with Article 16, herein.

4.03 The City shall have the right of prior approval of all Subcontractors. Each Employee and Subcontractor employed by the Subrecipient in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to most effectively and efficiently perform the Services to conform to the highest practices in the industry.

The City may, within its sole discretion, and upon such terms and conditions as it deems appropriate, assign qualified City employees to work with the Subrecipient in completing the Services when good and sufficient cause exists to do so and when it is not inconsistent with the terms of this Agreement. It is expressly understood and agreed by the parties hereto that the Subrecipient shall be primarily and ultimately responsible to the City for the proper and expedient completion of the Services and assumes all liability and holds the City harmless for such performance by City personnel when such performance is pursuant to the request of the Subrecipient.

Notwithstanding the above, the Subrecipient shall reimburse the City for the cost and expense of the City personnel, including but not limited to, the wages paid, proper allowance for vacation, sick time and the City's contribution to the pension system, and the City's cost or expense for compensation, insurance or benefits when such assistance is given at the Subrecipient's request or when such costs and expenses for City employees are budgeted for and assigned to the Subrecipient.. All costs to the Subrecipient of the expenses described herein for City employees assigned to work with the Subrecipient, other than City employees budgeted for and assigned to the Subrecipient, shall not be eligible for reimbursement by the City to the Subrecipient. City personnel, other than City employees budgeted for and assigned to the Subrecipient, shall not be deemed to be performing services or giving assistance at the request of the Subrecipient unless such request is in writing and signed by the Subrecipient and unless such services are not of a character normally performed by City personnel when the City is not a contracting party, for example, services of building inspectors acting within the scope of their ordinary duties. Any payment by the City for reimbursement to Subrecipient of the cost and expense of City personnel may be reduced by the reimbursement owed by the Subrecipient to the City.

4.04 The relationship of the Subrecipient to the City is that of an independent contractor and neither party to this Agreement shall claim any liability benefits, such as worker's compensation, pension rights or liabilities arising out of or related to a contract for hire or employer/employee relationship, and no such liabilities or benefits shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. No relationship other than that of independent contractor shall be implied between the parties or either party's agent or employee and the Subrecipient hereby agrees to hold the City harmless from any such claim and any costs or expenses related thereto.

4.05 In all cases in which an Employee or a Subcontractor must be replaced for any reason, the Subrecipient shall supply an acceptable replacement to the City as soon as possible. Except where the Employee or Subcontractor was withdrawn pursuant to a written request by the City, the

Subrecipient shall furnish such replacement on a no-charge basis for the period of time necessary for any retraining or job orientation.

4.06 All work to be performed and the Services hereunder shall be coordinated by a project coordinator, duly designated by the Subrecipient and acceptable to the City (“Project Coordinator”), who shall in addition to his or her other duties, act as liaison between the Subrecipient and the City.

The Project Coordinator shall arrange the time schedule related to delivery of Services and shall monitor the Subrecipient’s performance, provided that the Subrecipient shall remain responsible for satisfaction of all requirements as to the time schedule, as set forth in this Agreement, notwithstanding the actions or inactions of the Project Coordinator. The Project Coordinator or their designated assistant shall meet regularly with representatives of the City to discuss progress made and any problems which may have arisen.

4.07 The Project Coordinator shall inform the City promptly as soon as any of the following conditions become known to them:

- a. Problems, delays, or adverse conditions which materially affect the ability to complete any Services or prevent the meeting of any time schedule for delivery of any of the Services. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any City assistance needed to resolve the situation; or
- b. Favorable development of events which enable meeting time schedules sooner than anticipated.

The Subrecipient shall inform the City of the reasons for the occurrence of events specified in subsections "a" and "b" of this Section, as well as additional pertinent information.

4.08 For the term of this Agreement and for one (1) year thereafter, the Subrecipient shall not employ any employee of the City, or any agent, or contractor of the City in which the employee was in any way involved in the award or management of the contract, or the employment would require the sharing of confidential information as specified in the 2019 Detroit City Code 2-5-71.

4.09 The Subrecipient shall not receive any payment from the City for any costs under this Agreement for fringe benefits, including but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, or insurance benefits, or any other costs of the Subrecipient's Employees or Subcontractors in addition to or in lieu of those set forth in, and pursuant to, the compensations specified in Section 5.01 and Exhibit B, herein, unless such expenses are expressly allowable under the Grants.

4.09 **Certifications.** The Subrecipient certifies that the Subrecipient, its Employees, and Subcontractors are not subject to debarment, suspension or determination of ineligibility by the Federal government in its in the System for Award Management (SAM) or otherwise, or any state, or local government. If there is a finding of fraud, misappropriation of funds or ineligibility the

Subrecipient shall notify the City within thirty (30) days of the government's determination. Failure to report or notify the City of such misconduct may result in the termination of this Agreement, and the suspension, decrease or reallocation of future grant funds. The Subrecipient shall ensure that its Subcontractors and sub-Subrecipients include a provision substantially the same as this Section in all subcontracts and subawards.

5. COMPENSATION AND INTEREST DEPOSITS

A. Compensation

5.01 The City agrees to pay the Subrecipient an amount up to **One Hundred and Thirty-Four Million, Two Hundred and Ninety-Eight Thousand, Three Hundred and Ninety-One Dollars and 79/100, (\$134,298,391.79)** for the complete and proper performance of the Services rendered. Such compensation shall be paid only as provided in Exhibit B, herein, and is inclusive of any and all remuneration to which the Subrecipient may be entitled by this Agreement.

B. Interest on Deposits.

5.02 Any interest earned in excess of five hundred dollars (\$500.00) per year on deposits of Grant Funds shall be returned to the City. Interest earnings of up to five hundred dollars (\$500.00) per year may be retained by the Subrecipient solely for administrated expenses but must be accounted for in the Subrecipient's records. The Subrecipient shall report to the City on all such earned interest in any amount.

6. METHOD OF PAYMENT and USES OF FUNDS

A. Method of Payment

6.01 Except in relation to an agreement which may be entered into by the Chief Financial Officer of the City and the Subrecipient of a fixed fee payment for reimbursement of costs of the Subrecipient for administration of the Services that complies with the requirements of 2 CFR 200, payment under this Agreement will be made on a cost reimbursement basis. The Subrecipient shall submit a requisition for reimbursement consistent with and pursuant to all requirements, including acceptable invoice with sufficient supportive documentation, as set forth in Exhibit B and Exhibit D. Payments to the Subrecipient are governed by, the Grants and Subrecipient shall comply with 2 CFR 200 Subpart E. Request for reimbursement must be accompanied with all necessary documentation substantiating eligibility of the payment or cost for which reimbursement is requested, or as may be determined by the City. The City shall approve payment, in whole or in part, upon satisfactory receipt, review and approval of the completed requisition for reimbursement payment. The City may request further explanation or documentation and the Subrecipient shall provide such further explanation or documentation immediately upon request. Reimbursement may be contingent upon certification of the Subrecipient's financial management system in accordance with the standard specified in 2 CFR 200.

All requisitions for reimbursement shall provide the following:

- a. Each payment request must be signed by the authorized representative of the Subrecipient pursuant to 2 C.F.R. 200.415, and submitted by the 15th day of each month. Failure to submit a complete payment request with all necessary documents in a timely manner will be considered incomplete and may result in: (1) the delay in payment; (2) the suspension of payment until the City determines whether the Services rendered warrant payment and is commensurate with the work perform, or (3) affect the award of future federal funds. The City reserves the right to withhold payment until receipt of evidence of acceptable performance under this Agreement.
- b. Requisitions for payment shall be directed to the attention of the individual or department specified as the Program Manager in Section 6.05.
- c. All request for reimbursements must be incurred during the term of this Agreement, and for necessary and reasonable expenses or purchases allowable under 2 CFR 200, and other applicable federal laws and regulations. All requests for reimbursement must be for expenses incurred or purchases for eligible costs made during the term of this Agreement.
- d. No request for payment may be submitted later than ninety (90) days after the termination date of the Agreement.
- e. Subrecipient shall begin to submit payment requests within ninety (90) days from the Effective Date of this Agreement.

6.02 The requisition for reimbursement shall include the monthly performance report specified in Section 8.06, herein.

6.03 All Grant Funds obligated or committed by the Subrecipient during the term of this Agreement must be expended on or before the termination date of this Agreement. Grant Funds that are not expended by the termination date shall be returned to the City. Any Grant Funds held by the City as of the termination date and not expended may be reallocated or reprogrammed by the City.

B. Payment for Indirect Cost

6.04 In order to receive payment for indirect costs, the Subrecipient shall within ninety (90) days of the execution date of this Agreement, prepare and submit to the City for review and approval an Indirect Cost Proposal including all necessary support documentation consistent with the provisions for such a proposal required by 2 CFR Part 200, and other Federal publications. The City may require a more detailed budget breakdown than the indirect cost specified in Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion and in the form and content prescribed by the City. In the absence of such an Indirect Cost Proposal, the Subrecipient shall not request payment for any Indirect Costs as defined in 2 CFR 200, Subpart

E, notwithstanding any Indirect Costs specified in Exhibit B. The maximum amount of Indirect Costs paid under this Agreement shall not exceed the lesser of (1) the amount provided for by the City-approved Indirect Cost Proposal or (2) the amount of any Indirect Cost line item in Exhibit B, and in no case shall the City pay any Indirect Costs until the Subrecipient has submitted the Indirect Cost Proposal and the City has reviewed and approved same.

Except as provided for by this Agreement, the Subrecipient shall not charge under this Agreement direct costs which have been or will be paid from another source, or have been or will be submitted to another source.

6.05 Payment for services provided under this agreement is governed by the terms of the 2019 Detroit City Code, Sections 17-5-281 through 17-5-288 entitled "Prompt Payment of Vendors."

The individual responsible for accepting performance under this Agreement and from whom payment should be requested is ("**Program Manager**"):

Riki Yamakura
Detroit Department of Transportation
City of Detroit
1301 East Warren Avenue
Detroit, Michigan 48211

C. Overpayment to Subrecipient

6.06 The City has the right to rely on the Subrecipient for submission of accurate invoices, including the support documents. Should any discrepancy in the records, or any other inaccuracy or inaccuracies, result in overpayment or ineligible expenditures, such overpayments or ineligible expenditures shall be recovered from the Subrecipient, as provided by 2 CFR 200. If the Subrecipient receives a notice of overpayment, the Subrecipient may protest the overpayment determination in accordance with Section 15, herein.

6.07 In the event of any audit findings which result in the disallowance of any use of funds or amounts paid under this Agreement, the Subrecipient, at the sole discretion of the City, shall repay the amount of the disallowed funds to the City, even if the audit occurs after the expiration date or termination date of this Agreement.

When the City is required to repay said disallowed funds to the FTA, it is understood that any reasonable time period given to the Subrecipient for repayment of the disallowed funds to the City may be limited to the time period that the FTA allows the City for repayment.

7. PROCUREMENT

7.01 The Subrecipient agrees to adhere, and agrees to ensure that its subcontractors and sub-Subrecipients at all tiers adhere, to the requirements for procurement set forth in 2 CFR Part 200, 49 USC Chapter 53, including 49 USC §§ 5325 - 5326 and their implementing regulations at 49

CFR Parts 625 and 630 and elsewhere, FTA Circular 4220.1F, the Grant Agreements, and the City requirements regarding procurement of goods or services using Grant Funds in whole or in part. The Subrecipient shall coordinate with, and follow the direction of, the City's Compliance Officer to produce Independent Cost Estimates and Disadvantaged Business Enterprise Goals (DBE Goals) in accordance with the requirements of FTA Circular 4220.1F and the FTA Master Agreement.

All procurement transactions by Subrecipient under this Agreement shall be conducted in a manner that provides maximum open and free competition consistent with applicable requirements of 2 CFR 200.317-326, and the 2019 Detroit City Code, Section 17-5-1 *et seq.* Provided that, however, pursuant to 2 C.F.R. 200.319(c), the Detroit equalization credits found at Section 17-5-12 of the Detroit City Code shall not be used. The Subrecipient will remain fully obligated under the terms and conditions of this Agreement. The Subrecipient may not award or permit an award of a contract to a party that is debarred, suspended or ineligible to participate in a Federal program.

7.02 The Subrecipient must establish written selection procedures for procurement transactions, and the procedures must be adequate to ensure fair pricing and to avoid the purchase of unnecessary or duplicate items, pursuant to 2 CFR 200.318(d). The procurement procedures shall not restrict or eliminate competition. The Subrecipient shall certify compliance with 42 U.S.C 5155 to prevent duplication of benefits as described in Exhibit F, herein.

7.03 The Subrecipient agrees that the City shall not honor any reimbursement request from the Subrecipient without sufficient documentation of its procurement process.

7.04 The Subrecipient agrees to purchase only eligible goods and services as specified under this Agreement, as well as the provisions of 2 C.F.R. 200 and the Grants to qualify for reimbursements. The Subrecipient shall obtain written approval for any travel outside the metropolitan area with funds provided under this Agreement.

7.05 Acquisition cost of goods or services of Five Thousand Dollars (\$5,000) and above must be procured through written purchase orders, with a minimum of three (3) quotes to ensure proper cost reasonableness.

7.06 The Subrecipient shall comply, and shall ensure that all subcontractors and sub-Subrecipients comply, with all federal laws, regulations, and requirements providing protections for construction employees, including:

- a. Prevailing Wage Requirements of: (i) Federal transit laws, specifically 49 U.S.C. § 5333(a) and (b), (FTA's "Davis Bacon Related Act"); (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- b. Wage and Hour Requirements of: (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and (ii) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.
- c. “Anti-Kickback” Prohibitions of: (i) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874; (ii) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and (iii) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3.
- d. Construction Site Safety of: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR Part 1904; “Occupational Safety and Health Standards,” 29 CFR Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.
- e. Fair Labor Standards of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the FTA otherwise determines applicable.

7.07 All prime construction contracts in excess of \$2,000 awarded under this Agreement must include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, and 3146 – 3148, as supplemented by Department of Labor regulations, 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”. Subrecipient acknowledges that all such contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations, 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

7.08 All contracts awarded under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.09 This agreement may be terminated if the Subrecipient fails to show documentation for its procurement procedures upon request by the City. The Subrecipient states that neither the Subrecipient, nor its Employees or Subcontractors are subject to debarment, suspension or a determination of ineligibility by the Federal government and acknowledges that the City is relying upon this declaration.

8. AUDITS, MONITORING, RECORD KEEPING TRACKING AND REPORTS

8.01 **Audits**: The Subrecipient will submit to the City a copy of the organization's annual audit report for each year during which this Agreement is in force and, in accordance with the requirements under 2 CFR 200, the Subrecipient shall also provide for an independent audit, as requested by the City.

The Subrecipient shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and or contracts.

8.02 The Subrecipient shall make available all books, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records (collectively "Records") and project sites directly pertinent to this Agreement for monitoring, audits, inspections, examinations and making excerpts and transcriptions by the City, the US Department of Transportation and the FTA, or the Comptroller General of the United States, and otherwise comply with 49 U.S.C. § 5325(g). The Subrecipient shall make available all Records, and shall provide access to all project sites, upon request by any of these entities at all reasonable times and within the time period required under applicable law, but in no case to exceed 15 days of such request. The Subrecipient shall make available all such Records, in their entirety, including all identifying labels and case names, with no deletions, for all such monitoring, audits, inspections, examinations, and making of excerpts and transcriptions. The Subrecipient shall keep full and complete records documenting all Services performed or payments made under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. The

Subrecipient shall require compliance with this Article in all agreements with Subcontractors and sub-Subrecipients, as well as to permit monitoring access by the City to all relevant books and records and to the site of any construction or other work performed hereunder. Any deficiencies noted in any audit report related to this Agreement must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient of notice of the deficiency. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payment. All access rights to Records set forth in this Section shall survive the expiration or effective termination date of this Agreement and shall last at least as long as the record retention period specified in Section 8.04, herein.

8.03 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the Detroit City Charter to audit and allow all accounts chargeable against the City. The City shall have the right to examine and audit all books, records documents and other such supporting data as the City may deem necessary of the Subrecipient and any Subcontractors or sub-Subrecipient's rendering Services under this Agreement whether direct or indirect which will permit adequate evaluation of the payment requests, cost or pricing data submitted by the Subrecipient. The Subrecipient shall include or cause to be included a similar covenant allowing for City and Federal audit and monitoring in all Subcontractors and sub-Subrecipient's contracts whose services will be charged directly or indirectly to the City. The City may delay any payment to the Subrecipient pending the results of any such audit or monitoring without penalty or interest.

8.04 **Records Retention:** All financial Records pertinent to this Agreement shall be kept in accordance with generally accepted accounting practices and with 2 CFR 200.302. The Subrecipient shall keep a property inventory for all property purchased in whole or in part with Grant Funds consistent with all Federal property management requirements, including but not limited to the those set forth in 49 CFR 18.36(i) and the applicable U.S. DOT Common Rule and with all other applicable terms of this Agreement, as provided in this Agreement.

The Subrecipient shall maintain all records in accordance with 2 CFR 200 for the purpose of determining compliance with the requirements of this Agreement. All records shall be retained for not less than five (5) years after final completion of the Services under this Agreement and expenditure or return of all Grant Funds, or when the Subrecipient no longer receives, uses, or retains program income and/or miscellaneous revenue, irrespective of whether said date occurs after the expiration date or termination date of this Agreement. The Subrecipient shall follow the retention requirements under 2 C.F.R. §§ 200.333 through 200.337.

8.05 **Monitoring:** The Subrecipient agrees to allow representatives of the City to make periodic inspections for the purpose of ascertaining that the Subrecipient is properly performing the Services set forth in Exhibit A. Such inspections shall be made at any time during normal business hours of the Subrecipient. If, in the course of such inspections, the representative(s) of the City or representatives of the FTA note any deficiencies or substandard performance in the compliance with this Agreement, such deficiencies or substandard performance may be reported promptly to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification by the City or FTA. If action to correct such deficiencies or substandard performance is not taken by the Subrecipient within a reasonable

period of time after being notified, the City may initiate contract suspension or termination procedures.

8.06 Tracking and Reports: At the end of the term of this Agreement, the Subrecipient shall prepare, complete and submit performance reports and other information to demonstrate compliance with the applicable regulations and requirements. Failure to timely prepare and submit the required reports and documents shall constitute a material breach of this Agreement and may lead to suspension and/or termination of this Agreement, as well as recovery of funds provided under this Agreement.

8.07 The Subrecipient shall, upon request by the City, provide to the City all data, data documentation, and information as necessary, in the sole discretion of the City, to allow the City to meet the City's reporting requirements. This data may include Client Data including, Personally Identifiable Information (“PII”). This will be requested for the purpose of validating eligibility and ensuring equitable distribution of programs and services. This data may be shared internally among City personnel and externally with the City’s consultants, all of whom have received detailed training on PII management and attested to their obligation to adhere to best security practices and to protect individual privacy.

Data must be provided in a machine-readable format. Acceptable formats include JSON, CSV, and XML. If the Subrecipient is collecting any data within a software platform or other information system that includes an Application Programming Interface or API, selected teams or consultants at the City must be provided access and documentation.

The Subrecipient must designate at least one point of contact within its organization who will liaise directly with the selected City teams and consultants regarding data requests and questions. This individual(s) shall work directly with the City teams and consultants to identify the data format, model, update cadence, and assist with any emerging issues related to the Subrecipient’s data over the course of this Agreement.

The Subrecipient shall be governed by the financial responsibility requirements set forth in Articles 6, 7 and 8 of this Agreement.

8.08 Client Data. In such cases where client data is collected, the Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient’s responsibility with respect to Services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent or guardian.

8.09 Close-outs. The Subrecipient’s obligations under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, unspent funds, program income balances, and accounts), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain

in effect during any period that Subrecipient has control over Grant Funds, including program income, but shall not extend beyond ninety (90) days after the termination date of this Agreement.

8.10 **Statements.** False statements or claims made or given to the City in connection with this Agreement may result in criminal, civil or administrative sanctions, penalties, debarment from participations in Federal, State or City awards or contracts, and/or any other remedies available at law.

9. COMPLIANCE WITH FEDERAL AND LOCAL LAWS, RULES AND SECURITY REGULATIONS

9.01 The Subrecipient shall comply, and shall ensure that all Employees, Subcontractors, and sub-Subrecipients also comply, with the United States Constitution and all applicable Federal, State, and local laws, ordinances, codes, regulations, guidance, administrative requirements, and policies, including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; all security regulations in effect from time to time on the City of Detroit's premises; codes and regulations for materials belonging to the City or developed in relationship to the Service rendered externally; where applicable and where not prohibited by state or Federal law Mayor's Executive Orders, all applicable City of Detroit Human Rights requirements, including without limitation 2019 Detroit City Code, Section 23-1-1 et seq.; and 2 CFR Part 200, as well as all terms and conditions of any of the Grant Agreements or the FTA Master Agreement, and other related statutes and regulations. The Subrecipient shall undertake all feasible efforts to ensure that all Employees, Subcontractors, and sub-Subrecipients are aware of their compliance obligations, whether through distribution of information in writing or other media, training sessions, informational meetings, or other means.

9.02 **Environmental Compliance.** Subrecipient shall comply with all applicable standards, orders or requirements of all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance, including those issued under:

- a. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508, as well as Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622
- b. The Clean Air Act, 42 USC 7401 *et seq.*, including Section 306 thereof,
- c. The Clean Water Act, 33 USC 1251 *et seq.*, including Section 508 thereof,
- d. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 USC 6901 *et seq.*, including Section 6002 thereof,

- e. The Wild and Scenic Rivers Act of 1968, 16 USC § 1271 *et seq.*
- f. The Coastal Zone Management Act of 1972, 16 USC § 1451 *et seq.*
- g. The Endangered Species Act of 1973, 16 U.S.C. § 1531 *et seq.*
- h. The Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §9601 *et seq.*
- i. Executive Order 11738, and Environmental Protection Agency Regulations, 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- j. Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247)
- k. Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859), and FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012
- l. Executive Order No. 11990 relating to “Protection of Wetlands,” and
- m. Executive Order No. 11988, as amended, “Floodplain Management.”
- n. 49 U.S.C. § 303 and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774 and 49 CFR Part 622
- o. Laws and regulations related to historic preservation, including Section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108, the Archeological and Historic Preservation Act of 1974, as amended, 54 USC § 312501, *et seq.*, and U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 CFR Part 800, as well as the American Indian Religious Freedom Act, 42 USC § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 USC § 3161 note (61 Fed. Reg. 26771).
- p. Laws and regulations related to energy conservation, including the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, *et seq.* and FTA regulations, “Requirements for Energy Assessments,” 49 CFR Part 622, subpart C.

The Subrecipient shall include in all subcontracts and subawards a provision that requires compliance with all such standards, orders or requirements. The Subrecipient shall report all

violations to the FTA, to the USEPA Assistant Administrator for Enforcement (EN-329), and to the City.

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

9.04 **Contract Compliance.** The Subrecipient shall include in all procurement contracts under this Agreement and cause to be included in all subcontracts under such contracts the provisions of the Federal regulations at 2 CFR 200.326, including without limitation those set forth in Appendix II of Part 200, as applicable, including, but not limited to:

- a. maintain written standards of conduct for conflicts of interest, or organizational conflicts of interest, pursuant to 2 CFR 200.318; for such purposes, “Organizational Conflict of Interest” is defined as a situation in which the nature of work under this contract and the Contractor’s organizational, financial, contractual or other interests are such that, (1) award of the contract may result in an unfair competitive advantage; or (2) the Contractor’s objectivity in performing the contract work may be impaired. The standards of conduct must apply to all officers, employees, board members, or agents of the Subrecipient and its Subcontractors and sub-Subrecipients who are engaged in the selection, award, or administration of this Agreement or any subcontract or sub-subrecipient agreement thereto, as well as their immediate family members or partners and any entity or organization that employs or is about to employ any such person. The standards of conduct must prohibit all such individuals from: (1) engaging in any activities involving the City’s, the Subrecipient’s, or its Subcontractors’ and sub-Subrecipients’ selection, award, or administration of an agreement in which the individual has a present or potential financial or other significant interest, or (2) accepting a gratuity, favor, or anything of monetary value from a present or potential subrecipient or subcontractor of any tier to this Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value.
- b. encourages intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 CFR 200.29 and 2 CFR 299.318;
- c. the Subrecipient shall, when conducting procurement, use fair and reasonable methodology to avoid state or local preferences, as described in 2 CFR 200.319;

9.05 **Lobbying.** The Subrecipient shall comply with all requirements of 31 USC § 1352 and the rule entitled “New Restrictions On Lobbying” found at 24 CFR Part 87 (hereinafter, the “Lobbying Rule”). The parties hereto acknowledge that the Lobbying Rule requires, but is not limited to requiring, that the Subrecipient and all parties at lower tiers, including sub-Subrecipients, contractors and subcontractors, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, including subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers.

The parties further acknowledge that the Lobbying Rule requires that under certain conditions, specified therein, affected parties make certifications, file statements, and make disclosures, regarding the use of appropriated Federal funds, and regarding the use of funds which are other than appropriated Federal funds, in regard to the above-described lobbying activities. The language of the certification required from the Subrecipient and from all affected parties, including but not limited to the parties at all lower tiers, is attached to this Agreement as Exhibit H. The meaning of the terms in this Section and in said certification shall be construed pursuant to the definitions of said terms as they are defined in the Lobbying Rule. The Subrecipient shall require all parties at all lower tiers to comply with all requirements of the Lobbying Rule applicable to said parties and shall include the language of the certification, and require that the language of the certification be included, in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements. The Subrecipient shall adhere to the terms of the certification and shall require all parties at lower tiers to so adhere.

9.06 **Religious Activities.** The Subrecipient warrants that the Services being provided with grant funds are not used to support any inherently religious activities, such as worship, religious instruction, or proselytization or other sectarian purposes. In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with federal funds, the Subrecipient:

- a. Represents that it is not, or may not be deemed to be, a religious or denominational institution or organization of an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
- b. Agrees that, in connection with public services:
 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to persons on the basis of religion and it will not discriminate against any person applying for public services on the basis of religion; and will not limit such services or give preference to persons on the basis of religion;
 2. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services assisted with federal funds;
 3. The portion of the facility used to provide public services assisted in whole or in part under this Agreement and shall contain no religious symbols or decorations.

9.07 **Drug-Free Workplace.** The Subrecipient shall maintain a drug-free workplace in any place it performs services under this Agreement, and in accordance with the requirements of 2 CFR 2424, as well as with 49 U.S.C. § 5331; FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655; and Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40. The Subrecipient shall certify and carry out the drug-free workplace requirements.

9.08 **Environmental Review.** Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a “Release of Funds” from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds is conditioned on the City’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. In addition, the Subrecipient or subcontractor is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including, but not limited to, property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this Agreement.

9.09 **Women and Minority-Owned Businesses (W/MBE).** The Subrecipient shall comply with 2 CFR 220.321(b) (1) through (5) to assure that minority business, women’s business enterprise, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

The Subrecipient agrees and assures that:

- a. It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
- b. It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
- c. Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
- d. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a sub-Subrecipient or Third Party Contractor

and agrees to obtain the agreement of each of its sub-Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

- a. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
- b. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
- c. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
- d. The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

9.10 **Hatch Act.** The Subrecipient shall comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United State Code.

9.11 **American with Disabilities Act.** The Subrecipient shall comply with all provisions of Title II of the Americans with Disabilities Act, as amended, (“ADA”) which prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. The Department of Justice (“DOJ”) has coordination authority for the ADA in accordance with Executive Order 11250. The DOJ regulations cover all State and local governments and extend the prohibition of discrimination in Federally assisted programs established by Section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments, including those that do not receive Federal financial assistance.

9.12 **The Architectural Barrier Act of 1968.** The Architectural Barriers Act, as amended, (“ABA”) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (“ATBCB”) has coordination authority for the ABA.

9.13 **Section 504 of the Rehabilitation Act of 1973, as amended.** The Subrecipient shall comply with all provisions of section 504 of the Rehabilitation Act of 1973, which prohibits

discrimination against persons with disabilities in any program or activity receiving Federal financial assistance.

9.14 **Age Discrimination.** The Subrecipient shall comply with all provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of: (a) excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or (b) denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

9.15 **Uniform Relocation Act.** The Subrecipient shall comply with all provisions of the Uniform Relocation Act, as amended, (“Uniform Act”), is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government-wide regulations that implement URA can be found at 49 CFR Part 24.

9.16 **OSHA.** The Subrecipient shall comply with all provisions of the Occupational and Safety Health Act (“OSHA”), enacted by Congress to ensure worker and workplace safety. The goal of OSHA is to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

9.17 **Domestic Preferencing.** Except to the extent that the FTA issues a written waiver thereof, the Subrecipient shall comply, and shall ensure that all of its subcontractors and sub-Subrecipients comply, with all applicable domestic preference requirements, including but not limited to:

- a. **Buy America.** The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j).
- b. **Build America, Buy America Act.** Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.
- c. **Cargo Preference.** The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
- d. **Fly America.** The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C.

§ 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

- e. **Uniform Administrative Requirements.** Compliance with 2 CFR § 200.322, “Domestic Preferences for Procurements.”
- f. **Rolling Stock Procurements.** Compliance with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

9.18 The Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the FTA.

9.19 Motor Vehicle Safety. The Subrecipient must ensure all motor vehicles are operated under this Agreement, including those of its subcontractors and sub-Subrecipients, in compliance with: (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 CFR Parts 390 – 397, (2) U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 CFR Part 383, and “State Compliance with Commercial Driver's License,” 49 CFR Part 384, (3) Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), including the adoption and promotion of on-the-job seat belt use policies, (4) Laws and regulations regarding texting while driving, including Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, as well as the following provision, which shall be included in all subcontracts and subawards under this Agreement substantially as set forth herein:

“(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Subrecipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.”

9.19 All federal, state, and local regulations that may be applicable to the Subrecipient or its Employees, Subcontractors, and sub-Subrecipients, whether or not expressly set forth or referenced in this Agreement, are subject to amendment, revision, repeal, reinterpretation, and other changes from time to time. The Subrecipient acknowledges that such changes may occur during the Term of this Agreement and that compliance with all applicable regulations includes compliance with all applicable changes to those regulations. The Subrecipient will make

reasonable efforts to identify all such changes and remain in compliance with all changes in applicable regulations over time throughout the Term of this Agreement.

10. FAIR EMPLOYMENT PRACTICES, NON-DISCRIMINATION REQUIREMENTS AND DENIAL OF SERVICES

10.01 **Nondiscrimination**: It is the policy of the City that prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby, threaten the civil rights and privileges of the people of the city and menace their institutions. The Civil Rights, Inclusion and Opportunity Department (“CRIO”) is authorized pursuant to Chapter 23 of the 2019 Detroit City Code to investigate claims of discrimination, to prevent discrimination in: education, employment, medical care facilities, housing accommodations, commercial space, places of public accommodation, public service, resort or amusement, or other forms of discrimination prohibited by law, based upon race, color, religious beliefs, national origin, age, marital status, disability, public benefit status, sex, sexual orientation, or gender identity or expression; to take such action as necessary to secure the equal protection of civil rights, and the responsibility to enforce the Americans with Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, including the following:

- a. Fair Housing Act (42 U.S.C. 3601 et. seq.) and implementing regulations at 24 CFR Part 100
- b. Executive Order 11063 and implementing regulations at 24 CFR Part 107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-200d-4) and implementing regulations, including those at 49 CFR Part 21
- d. 49 U.S.C. § 5332
- e. FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,”
- f. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations CFR 146
- g. Sections 504 of the Rehabilitation Act of 1973 (29 U. S. C. 794) and implementing regulations at 24 CFR 8
- h. Executive orders 11246 and the regulations issued at 41 CFR Chapter 60 Executive Orders 11625, 12432, and 12138
- i. Elliot-Larsen Civil Rights Act, Act No 453, Michigan Public Acts of 1976, as amended.

10.02 In accordance with the United States Constitution and with all Federal legislation and regulations governing fair employment practices and Equal Employment Opportunity, including,

but not limited to, Title VI of the Civil Rights Act of 1964, P.L. 88-352, 78 STAT. 252, and United States Department of Justice Regulations, 28 CFR Part 42, issued pursuant to that Title; Title VII of the Civil Rights Act of 1964, 42 USC Sec. 2000(e) et seq., Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note, Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual will be excluded from participation solely by reason of his or her handicap, will be denied the benefits of, or will be subjected to discrimination under any program or activity receiving Federal financial assistance, United States Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, and the requirements set forth in FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" as well as in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal opportunity, including but not limited to, the Michigan Civil Rights Act, P.A. 1976 No. 453, including Section 209, and the Michigan Handicappers Civil Rights Act, P.A. 1976 No. 220, the Subrecipient agrees that it will not discriminate against an employee or application for employment with respect to hire, tenure, terms, conditions or privileges of employment with respect to race, color religion, 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 assignment or position. Also, in performance of this Agreement, the Subrecipient shall comply with the ADA, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Subrecipient shall take, and shall ensure that its Subcontractors and sub-Subrecipients also take, affirmative action in hiring if required by US Department of Transportation regulations set forth in 49 CFR Part 21 or US Department of Labor regulations set forth in 41 CFR Part 60, including but not limited to (1) in recruitment advertising, recruitment, and employment; (2) in rates of pay and other forms of compensation; (3) in the selection for training, including apprenticeship, and upgrading; and (4) in transfers, demotions, layoffs, and terminations. The Subrecipient hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination, against itself or its contractors and/or subcontractors connected directly or indirectly with the performance of this Agreement.

10.03 The Subrecipient agrees that it will notify, or cause to be notified, Subcontractors of the obligations relative to nondiscrimination under this Agreement when soliciting same and will include or cause to be included the provisions of this Article in all contracts and/or subcontracts, as well as provide the City a copy of any contract upon request.

10.04 The Subrecipient agrees to fully cooperate with any investigation covered under this Article. Breach of the terms and conditions of this Article shall constitute as a material breach of this Contract and, as such, are governed by the provisions for termination as set forth herein.

10.05 **Denial of services:** The Subrecipient shall not deny service to any person unless, in the reasonable judgment the Subrecipient, such person refuses to cooperate with program goals, creates conflict among the staff or other participants, abuses the program and/or is physically or verbally threatening to the Subrecipient staff or to participants. The Subrecipient shall provide the

City with written notification of the full circumstances of each situation where it has found it necessary to deny services for these reasons.

10.06 In accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the following is provided herein and shall be included in all subcontracts and subawards at all tiers under this Agreement that constitute a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3:

"During the performance of this Agreement, the Subrecipient agrees as follows:

- (1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor

such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the Grants; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.”

11. CONFLICT OF INTEREST

11.01 The Subrecipient warrants that its participation in this Agreement will conform to the requirements of the Detroit City Code, Section 2-5-34 “Disclosure by Contractors”, and all applicable federal regulations, including Sections 2 CFR 200.318, and further warrants that such participation will not result in any Organizational Conflict of Interest, as defined herein.

11.02 In the event the Subrecipient has any conflict of interest as defined herein, the Subrecipient shall disclose such conflict of interest fully in the submission of the proposal, and immediately upon discovery during the life of the contract.

11.03 The Subrecipient agrees that if it discovers any conflict of interest or potential conflict of interest with respect to this contract, it shall make an **immediate and full disclosure in writing to the Director of the Department**, and to the **Detroit Board of Ethics**, which shall include a description of the action which the Subrecipient has taken or intends to take to eliminate or neutralize the conflict. The Department may, in its sole discretion, seek a Board of Ethics Advisory Opinion or terminate the contract if doing so would be in the best interest of the City.

11.04 In the event the Subrecipient was aware of any conflict of interest before the award of this contract and intentionally did not disclose the conflict, the Department may terminate the contract for default, and subject the Subrecipient to debarment or other applicable penalties.

11.05 The provisions of this Article shall be included in all subcontracts and consulting agreements.

11.06 No federal, state, or local elected official nor any member of the City of Detroit Planning Commission or employee of the Department nor any corporation owned or controlled by such

person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

11.07 No member, officer, or employee of the City, no member of the governing body of the City or any other local government, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

11.08 The Detroit Board of Ethics reserves the discretion to determine the proper treatment of any conflict of interest disclosed under Detroit City Code Section 2-5-1 *et seq.*

11.09 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Subrecipient further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.

11.10 The Subrecipient also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Subrecipient hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

12. INDEMNITY AND DAMAGES

12.01 The Subrecipient agrees to hold harmless the City from and against any and all violations, liabilities, obligations, judgments, damages, penalties, settlements, claims, costs, charges, losses and expenses including, without limitation, reasonable fees and expenses for attorneys, expert witnesses, and other consultants, at the prevailing market rate for such legal services, expert witnesses, and other consultants, which may be imposed upon, incurred by, or asserted against the City by reason of any of the following arising from this Agreement:

- a. Any negligent or tortuous act, error or omission of the Subrecipient or any of its Associates for whose acts any of them may be liable, regardless of whether or not it is caused in part by a person indemnified hereunder.
- b. Any failure by the Subrecipient or any of its Associates to perform its obligations, either expressed or implied, under this Agreement.

The Subrecipient also agrees to hold harmless the City from any and all injury to the person, or damage to property of, or any loss or expense incurred by, an employee of the City or any third-party which arises out of or pursuant to the Subrecipient's performance, or that of its Associates under this Agreement.

12.02 The Subrecipient agrees that it is Subrecipient's responsibility, and not the responsibility of the City, to safeguard the property and materials that it or its Associates use or have in their possession while performing this Agreement. Further, the Subrecipient agrees to hold the City harmless for any loss of or damage to such property and materials.

12.03 In the event of any claim, action, or proceeding, by any third party against the City, arising from the performance of the Subrecipient, and/or its contractors, subcontractors and/or sub-Subrecipients, hereunder, upon Notice from the City the Subrecipient shall pay for the full reasonable cost of the City incurred in defending against such claims, actions or proceedings, and the Subrecipient shall indemnify the City against any loss, cost, expense, liability or settlement arising out of such claim, action or proceeding, whether or not such claim, action or proceeding, is successful.

12.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subrecipient under Workers Compensation Acts or other employee benefit acts. In addition, the Subrecipient agrees to hold the City harmless from the payment of any deductible on any insurance policy.

12.05 The Subrecipient agrees that this Article "Indemnity and Damages" shall apply to all matters described herein, whether the matter is litigated or not, that occur or arise between the Subrecipient or its Associates, and the City, and agrees to hold the City harmless therefrom as provided in this Article.

12.06 The Subrecipient shall hold the City harmless with respect to any damages arising from any violation by it or its Associates of all laws, regulations, codes and policies named or referred to in Articles 9 and 10. The Subrecipient shall require as part of any contractual or subcontractual agreement entered into under this Agreement, that the subcontractors or sub-Subrecipients comply with all such laws and regulations as are applicable to them hereunder and require them to perform in such a manner so as to allow the Subrecipient and the City to remain in compliance with such laws and regulations as apply to the Subrecipient and the City hereunder. The Subrecipient shall commit no trespass on any public or private property in performing any of the Services hereunder.

12.07 Notwithstanding anything to the contrary in this Agreement, Subrecipient's indemnification obligations set forth in this Agreement including, but not limited to, those described in this Article shall survive termination of this Agreement.

13. INSURANCE

13.01 The Subrecipient shall require that all of its subcontractors and sub-Subrecipients maintain during the term of this Agreement the following insurance:

- a. **Worker's Compensation Insurance** for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS** for each accident, person and disease.
- i. Workers Compensation and Employers Liability Insurance will only be required for those subcontractor or sub-Subrecipients that employ or will employ one or more employees during the term of this agreement (including any amendment or extension). If a subcontractor or sub-Subrecipient has no employees and will not have any during the term of this agreement, it shall so certify on a form prescribed by the City, which shall be attached to this agreement as an Exhibit.
 - ii. Any subcontractor or sub-Subrecipient that has provided such a certification and which later (but still during the term of this Subrecipient agreement) intends to employ one or more persons, must provide the City notice of its intention at least thirty (30) days prior to employing any such person. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Department, the Subrecipient shall provide the City with satisfactory evidence of Workers Compensation and Employers Liability Insurance, which complies with the terms of subparagraph a, above.
- b. **Commercial General Liability Insurance**, which conforms to the following minimum requirements:
- i. Names the "**City of Detroit**," as its respective interest may appear **as an additional insured**;
 - ii. The **policy** limits shall be **ONE MILLION DOLLARS (\$1,000,000.00)** each occurrence; **TWO MILLION DOLLARS (\$2,000,000.00)** minimum aggregate;
 - iii. The policy shall include coverage for independent contractor's liability.
- c. **Automobile Liability Insurance** covering **all owned, hired, and non-owned vehicles** with personal protection insurance to comply with the provisions of the Michigan No Fault Insurance Act, including residual liability insurance, with minimum combined single limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence.
- i. Automobile Liability Insurance covering owned automobiles will only be required for those subcontractors or sub-Subrecipients that own or will own one or more automobiles during the term of the Agreement (including any amendment or extension). If a subcontractor or sub-Subrecipient does not

own an automobile and will not have any during the term of this agreement, it shall so certify on a form prescribed by the Department, which shall be attached to this agreement as an Exhibit.

- ii. Any subcontractor or sub-Subrecipient that has provided such a certification and which later (but still during the term of this Agreement) intends to acquire one or more automobiles, must provide the Department notice of its intention at least thirty (30) days prior to taking title to any such automobile. Along with such notice, or as soon thereafter as may be feasible within the judgment of the Department, the subcontractor or sub-Subrecipient shall provide the City with satisfactory evidence of insurance, including owned auto coverage, which complies with the terms of subparagraph c, above.
- d. The subcontractor or sub-Subrecipient shall comply with all applicable flood insurance laws, including any requirement of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), to carry flood insurance for any building located in a special flood hazard area (100-year flood zone) before accessing federal assistance to acquire, construct, reconstruct, repair, or improve such building.
- e. The subcontractor or sub-Subrecipient shall comply with the provisions of 49 U.S.C. § 31138(e)(4) and US Federal Motor Carrier Safety Administration (“U.S. FMCSA”) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 CFR Part 387.
- f. The subcontractor or sub-Subrecipient shall obtain sufficient **Fidelity Bonds** or other similar dishonesty protection insurance to protect federal funds from loss due to theft, fraud and/or undue physical damage such fidelity bonding or dishonesty protection shall cover employees in an amount equal to the cash advances from the City.

13.02 The subcontractor or sub-Subrecipient shall be responsible for payment of all deductibles contained in any insurance required hereunder.

13.03 If during the term of this Agreement, changed conditions or other pertinent factors should in reasonable judgment of the City render inadequate the insurance limits, or types of coverage, the subcontractor or sub-Subrecipient shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the subcontractor’s or sub-Subrecipient’s expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City.

13.04 Certificates of Insurance evidencing the required insurance coverage shall be submitted by the Subrecipient at the time it executes this Agreement or at such later time, prior to the commencement of any services under this agreement, as may be appropriate within the judgment

of the City. Any agreement by the City to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the City and signed by the project manager which shall be attached to this Agreement as an Exhibit. All policies shall name the subcontractor or sub-Subrecipient as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

The comprehensive liability insurance certificate and policy shall name the additional insured required by Section 13.01 b (1) hereof. Certificates of Insurance evidencing all required coverages shall be submitted to the Office of the Chief Financial Officer, Office of Contracting and Procurement, Suite 1008, Coleman A. Young Municipal Center, Detroit, Michigan 48226 prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

13.05 The Subrecipient shall cause all contracts and subgrants under this Agreement which are between the Subrecipient and its contractors, including subcontracts at lower tiers, and all subgrants, if any, to require that the contractors, subcontractors, and subgrantees, if any, shall maintain all of the insurance required by this Article and that the liability insurance shall name as an additional insured the City as defined in Section 13.01 b. (1).

13.06 The provisions of this Agreement requiring subcontractors or sub-Subrecipients to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Subrecipient or any subcontractors or sub-Subrecipients under this Agreement.

13.07 In addition to the above requirements, the Subrecipient and its subcontractors and sub-Subrecipients shall, if applicable, comply with the bonding and insurance requirements set forth in 2 CFR 200; specifically, 2 CFR 200.325, including without limitation those regarding bonding insurance.

14. TERMINATION AND REVERSION OF ASSETS

14.01 In accordance with the Federal regulations at 2 CFR Part 200 Subpart D, the City may suspend or terminate this Agreement for cause if the Subrecipient materially fails to comply with any term of this Agreement, and further, the City may terminate this Agreement for convenience in accordance with the Federal regulations at 2 CFR Part 200. In the event that the City so suspends or terminates this Agreement then the City shall so suspend or terminate this Agreement pursuant to said Federal regulations and pursuant to Sections 14.01, 14.02, 14.03, 14.04, 14.05 and 14.06, except that if there is any conflict between the said Federal regulations and the said sections of this Agreement, then the said Federal regulations shall govern.

14.02 The City may terminate this Agreement for cause upon giving written notice of termination to the Subrecipient at least twenty-four (24) hours before the effective date of the termination, should the Subrecipient: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; or (2) violate any of the covenants, agreements, provisions or stipulations of this Agreement; the Subrecipient shall be liable to the City for any damages it sustains by virtue of this Subrecipient's breach or any reasonable costs the City might incur enforcing or attempting to

enforce this Agreement, including reasonable attorney's fees. The City may withhold any payment(s) to the Subrecipient (as may be due under this Agreement or otherwise) for the purpose of setoff until such time as the exact amount of damages due to the City from the Subrecipient is determined. It is expressly understood that the Subrecipient will remain liable for any damages the City sustains in excess of any setoff. If the Agreement is so terminated, the City may take over the performance of the Services and prosecute the same to completion by contract or otherwise, and the Subrecipient shall be liable to the City for any costs occasioned to the City, thereby.

14.03 In accordance with 2 CFR Part 200 Subpart D, the City or the Subrecipient may terminate this Agreement without cause or for convenience at any time, without incurring any further liability whatsoever, other than as stated in this Article, by giving written notice of such termination (herein called a "Notice of Termination"), specifying the effective date thereof, at least twenty-four (24) hours prior to the effective date of such termination. The amount of the payment shall be computed by the City on the basis of the Services provided, which, in the judgment of the City, represents a fair value of the Services provided, less the amount of any previous payments made, which final payment the Subrecipient agrees shall constitute full and complete payment and satisfaction under this Agreement. Should the City or the City's designee undertake any part of the Services which are to be performed by the Subrecipient, the Subrecipient shall not be entitled to any compensation for the Services so performed. This Section is subject to the maximum sum payable provision in Section 5.01.

14.04 After receipt of a Notice of Termination and except as otherwise directed by the City, the Subrecipient shall:

- a. Immediately comply with the provisions of the Notice of Termination, and take all steps necessary to minimize disruption of, or impact to the City as the result of the termination;
- b. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination, and immediately notify the City of any special circumstances precluding stoppage of the work;
- c. Obligate no additional federal project funds for payroll costs and other costs beyond such date as the City shall specify except as necessary and with written approval from the City, and place no further orders on contractors 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; and require all contractors to place no further orders on subcontractors for materials, services, or facilities, except as may be necessary for completion of such portion of the work under Agreement as is not terminated;
- d. Terminate all orders and contracts to the extent that they relate to the portion of work so terminated, and cause to be terminated all subcontracts, if any, to such extent;

- e. Take necessary or directed action to protect and preserve property in the Subrecipient's possession in which the City has or may acquire an interest and, as directed by the city, deliver the property to the City;
- f. Perform the continued portion of the Agreement;
- g. As of the date the termination is effective, preserve all Agreement records (as hereinafter defined) and submit to the City such records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment and other property purchased for the Project (if any), and all pertinent keys to files, buildings and property and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- h. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Agreement, and a listing of all creditors, contractors, lessors, and/or other parties with which the Subrecipient has incurred financial obligations pursuant to this Agreement (if any), and a listing of all subcontractors, if any.

14.05 Upon completion or other termination of this Agreement, (1) all finished or unfinished original documents or copies (when originals are unavailable) data, studies, surveys, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (herein collectively called the "Work Product") prepared by the Subrecipient under this Agreement or in anticipation of this Agreement, and (2) all property, including without limitation, all materials, supplies, and equipment, which were/was purchased by the Subrecipient on a cost basis hereunder and which has not been consumed in the normal and proper performance by the Subrecipient hereunder as of the effective date of the Notice of Termination or the expiration date hereof, shall become the sole and exclusive property of the City, whether or not in the Subrecipient's possession, free from any claim or retention of rights thereto on the part of the Subrecipient, except as herein specifically provided, and shall promptly be delivered to the City upon the City's request and the City shall return all Subrecipient's properties to it. The Subrecipient acknowledges that any intentional failure or intentional delay on its part to deliver the Work Product to the City may cause irreparable harm to the City, if not adequately compensable in damages and for which the City has no adequate remedy at law the Subrecipient accordingly agrees that the City shall in such event seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product the Subrecipient hereby consents to as well as all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Project. In regard to the property so purchased on a cost basis, the City may at its sole option setoff against any Agreement payments due to the Subrecipient hereunder, the actual amount(s) which had been reimbursed by the City to the Subrecipient for the cost(s) of all such property acquired on a cost basis less the amount as determined by the City for any such property delivered to the City.

14.06 Each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

14.07 It is understood by the parties hereto that Federal regulations require that this Agreement remain in force for so long as the Subrecipient has control over federal funds, including program income. Therefore, notwithstanding the other requirements set forth herein regarding (1) termination of this Agreement and (2) the expiration date of this Agreement, the Subrecipient shall comply with all requirements of this Agreement for a period which shall extend beyond the expiration date and/or termination date of this Agreement for so long as the Subrecipient shall continue to maintain control over such funds.

15. PROCEDURES FOR FILING AN APPEAL

15.01 In the event that the Subrecipient disagrees with the decision of the City concerning the following:

- a. Bias, discrimination or conflict of interest on the part of the City;
- b. City's claim of Subrecipient's failure to comply with the procurement process;
- c. City's claim of Subrecipient's errors in computing reimbursement payment requests;
- d. City's denial of payments due to Ineligible expenses; City's denial of contract amendment request;
- e. City's denial of contract modification request; and/or,
- f. City's claim of Subrecipient's failure to comply any other City/Federal regulations or procedures described in the agreement;

the Subrecipient may file a written appeal of that determination with the City. All appeals must state the grounds for the appeal with specific facts, and identify, with specificity, the action(s) being appealed. Documents supporting the appeal should be included where appropriate. Appeals must include a description of the relief or corrective action requested. Appeals will be rejected, as without merit, if they address non-procedural issues such as:

- a. A program manager's professional judgment on the administration of the Agreement; or,
- b. The City's assessment of its own and/or other agencies needs requirements.

15.02 All appeals must be submitted in writing, and addressed and mailed or hand delivered to:

Director, Detroit Department of Transportation
Coleman A. Young Municipal Center
2 Woodward Avenue - Suite 908
Detroit, MI 48226

E-mails or fax copies will not be accepted.

15.03 All appeals must be signed by the appealing party or authorized agent and must include return address and telephone number of the appealing agency. Appeals regarding Subrecipient's agreement can be made any time after the contract has been approved by the City of Detroit.

15.04 This appeal procedure will be the only administrative remedy available to Subrecipient, Appeals that do not follow this procedure will not be considered.

16. ASSIGNMENT, CONTRACTING, OR SUBCONTRACTING

16.01 The Subrecipient shall not assign, including but not limited to through a change of ownership or control, or encumber directly or indirectly, 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 City thereof. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the City to any further assignment. All assignments, contracts, and subcontracts shall follow the Procurement process under Article 7, "Procurement," and 2 CFR 200.317 – 200.326.

16.02 None of the Services covered by this Agreement shall be subcontracted out by the Subrecipient without prior review and approval by the City. Such approval shall not constitute a basis for privity between the City and any subcontractors of the Subrecipient, and the Subrecipient agrees to indemnify and hold the City harmless from such claims initiated pursuant to any such contracts it enters into in performance of this Agreement.

16.03 This Agreement shall inure in all particulars to the City, its agents, successors, and assigns.

16.04 In the event that the Subrecipient, under this Agreement, enters into one or more subcontracts with subcontractors, the Subrecipient shall obtain or include under its General Liability policy an independent contractor's liability insurance coverage in addition to all other types of coverage required hereunder.

16.05 The parties hereto acknowledge that the FTA requires all grant recipients and Subrecipient's to keep records and report on the use of federal grant funds. Therefore the Subrecipient shall ensure that for all contracts and subcontracts enter into for Services under this Agreement that each sub-contractor or sub-Subrecipient maintain and submit records and report in sufficient detail on all use of federal grant funds, so as (1) to enable the City to meet all of its Federal reporting and monitoring obligations and (2) to enable the Subrecipient to meet all of its reporting and monitoring obligations under this Agreement and/or as required by Federal regulations. At a minimum, all record keeping and reporting requirements imposed on the contractor by the Subrecipient shall include all record keeping and reporting requirements similarly required of the Subrecipient herein, unless otherwise specifically provided for in this Agreement. In the event of any dispute between the parties hereto as to reporting requirements

required hereunder or to be required of contractors and/or subcontractors, the reasonable determination of the City shall govern.

16.06 Costs to be paid under this Agreement which are the result of costs incurred under:

- a. Cost type contracts with for-profit organizations, or cost type portions of contracts with for-profit organizations; or
- b. Cost type subcontractors with for-profit organizations, or cost type portions of subcontracts with for-profit organizations; shall be allowable only if such costs are consistent with the Federal cost principles set forth at 48 CFR Part 31 and 2 CFR Part 200.

16.07 The Subrecipient shall include in all contracts under this Agreement, and cause to be included in all subcontracts under such contracts, all clauses described in the Federal regulations at 24 CFR 570, and 2 CFR 200, including without limitation those set forth in Appendices I through XII of said Part 200, as applicable.

17. AMENDMENTS AND BUDGET MODIFICATIONS

17.01 The City may consider it in its best interest to change, modify, or extend a term or condition of this Agreement. Any such change, extension, or modification, which is mutually agreed upon by the City and the Subrecipient, shall be incorporated in a written amendment ("Amendment") to this Agreement. Such Amendment shall not invalidate this Agreement, nor relieve or release the Subrecipient or the City from any of its obligations under this Agreement, except for those parts thereby amended.

An amendment to this Agreement shall be required if a major revision is needed to be made in the Subrecipient's approved scope of work. A major revision refers to circumstances very different from what was stated in the original agreement. For example, such major revisions shall include but not limited to:

- a. A new activity is proposed.
- b. An entirely new population is targeted or is proposed to be served.
- c. An entirely different method of doing business will be used.
- d. Additional money will be added to the agreement, more work will be performed, and more people will be hired.

17.02 **Budget Modification.** The Subrecipient may, if the City approves in writing, modify the line-item budget by requesting the modification in writing and articulating the need for the modification with specificity. Any modification of the line-item budget must be approved in

writing by the City before the Subrecipient modifies the line-item budget or commits to the expenditure of funds outside the currently approved line-item budgeted.

17.03 Budget revision requests will not exceed the total cost of the Agreement, and requests made may not exceed 10% for pay raises originally unrecognized in the budget. All minor changes that do not affect the time frame, outcome, or total cost of the project shall be approved by letter. These may include but not limited to:

- a. Change in address of the organization's administrative office, but not a change in the neighborhood or client served;
- b. Change in hours of operation; but not change in total service units or number of people served;
- c. Change in job titles, but not of pay or personnel;
- d. Shifts in costs from one budget line-item category to another; and
- e. Addition of a new budget line-item that will be consistent with the originally approved scope of work and will not change total budgeted amount of the contract.

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

18. CONFIDENTIALITY

18.01 In order that the Subrecipient effectively fulfill its covenants and obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Subrecipient's employees, consultants, subcontractors, and agents (collectively "Associates") pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Subrecipient shall instruct its Associates to regard all information gained by each such person as a result of the Services to be performed hereunder as information which is proprietary to the City and not to be disclosed to any organization or individual without prior consent of the Director of the Department.

18.02 The Subrecipient agrees to take appropriate action with respect to its Associates to ensure that the obligations of non-use and nondisclosure of confidential information concerning this Agreement are fully satisfied.

18.03 All of the reports, information, data, etc., prepared or assembled by the Subrecipient under this Agreement are confidential and the Subrecipient agrees that they shall not be made available to any individual or organization without prior written consent of the Director of the Department

except as required by Federal law pursuant to Article 9 herein, and except as required by any other requirements or provisions of this Agreement. The reports and documents referenced in this paragraph may also be subject to disclosure under the Michigan or Federal Freedom of Information Acts.

18.04 The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

19. HIRING POLICY

19.01 The Subrecipient agrees to establish a hiring policy in compliance with the 2019 Detroit City Code, Chapter 17, Finance and Taxation, Article V, Purchases and Supplies, Division 6, Criminal Conviction Questions for City Contractors, Sections 17-5-261 *et seq.*, which prohibits City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified.

19.02 The Subrecipient agrees to submit its hiring policy to the City of Detroit prior to the approval of this agreement by both parties.

20. OFFICE OF THE INSPECTOR GENERAL AND THE BOARD OF ETHICS

A. Office of the Inspector General

20.01 In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to this Agreement has an interest in this Agreement and either the Subrecipient or Public Servant fails to disclose such interest.

20.02 This Agreement shall also be voidable or rescindable if a lobbyist or Employee of the Subrecipient or any of its Associates offers a prohibited gift, gratuity, honoraria, or payment to a Public Servant.

20.03 A fine shall be assessed to the Subrecipient in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the facts and circumstances surrounding such violation shall be referred to the appropriate prosecuting authorities.

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

20.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter, and Subrecipient acknowledges its duty and affirms its agreement to cooperates in any such investigation.

20.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

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

B. Board of Ethics

20.08 In accordance with Section 2-106.10 of the City Charter and Section 2-5-106 of the 2019 Detroit City Code, it shall be the duty of every Public Servant, contractor and subcontractor, vendor and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Board of Ethics in any investigation pursuant to this article, and Subrecipient acknowledges its duty and affirms its agreement to cooperates in any such investigation.

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

20.10 Any contractor, subcontractor, vendor, or licensee who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to debarment or any other applicable penalty, and Subrecipient acknowledges its duty of cooperation and affirms its agreement to produce documents and provide testimony as requested.

20.11 Subject to state law, for one (1) year after employment with the City, a Public Servant shall not lobby or appear before the City Council or any City department, agency, board, commission or body, or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while working for the City.

20.12 Subject to state law, for a period of one (1) year after employment with the City, a Public Servant shall not accept employment with any person or company that did business with the City during the former Public Servant's tenure if that Public Servant was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

21. NOTICES

21.01 All notices, consents, approvals, requests and other communications (herein collectively called "Notice(s)") required or permitted under this Agreement shall be given in writing, and, when given by the Subrecipient, signed by an authorized representative of the Subrecipient, and delivered, or mailed by first-class mail and addressed as follows:

If to the City: City of Detroit Department of Transportation
1301 East Warren Avenue
Detroit, Michigan 48211
Attention: Director

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

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

With a copy to: The Allen Law Group, PC
3011 West Grand Boulevard, Suite 2500
Detroit, Michigan 48202
Attention: L. Nichole Hunter

21.02 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

21.03 Notwithstanding the requirement above as to the use of first-class mail, changes of address notices, termination notices, notices to proceed and all legal notices of a pending action (complaint, summons, etc.) or failure to comply notices, shall be sent by registered first class mail, postage prepaid, return receipt requested.

22. MISCELLANEOUS

22.00 The Parties acknowledge that FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Grants and Grant Agreements, this Agreement, and any subcontracts and subawards issued under this Agreement including, but not limited to, a default, breach, major dispute, or litigation, and that the FTA has reserved the right to concur in any settlement or compromise. Therefore:

- a. The Subrecipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel of any legal dispute or violation of law arising from this Agreement any subcontracts and subawards issued under this Agreement, including a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason,
- b. The Subrecipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel, if it has knowledge of potential fraud, waste, or abuse, including conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct, or a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq.
- c. The Subrecipient shall ensure that a provision substantially the same as that set forth in this section is included in all subcontracts and subawards to this Agreement.

22.01 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, will constitute a waiver of such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall constitute in full force and effect with respect to any other then existing or subsequent breach thereof.

22.02 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, in its favor, under this Agreement unless such waiver is specifically prohibited herein. No act by or on behalf of the party shall be, or shall be deemed 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.

22.03 This instrument, including all exhibits and attachments as specified in Section 1.01 herein, which are attached hereto and are made a part of this Agreement, and all prior negotiations and agreements are merged herein. Any Purchase Order issued in connection with this Agreement that contains terms and conditions that conflict with the provisions of this Agreement shall have no force and effect, and shall be considered void, and the Subrecipient and its Associates acknowledges that Subrecipient may not rely upon any such conflicting terms and conditions. Further, neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Subrecipient by implication or otherwise unless expressly set forth herein. The Subrecipient shall comply with all terms and conditions set forth in all Exhibits as attached hereto and shall utilize all sample forms included as Exhibits, as applicable, unless allowed otherwise by the City.

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

22.05 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 imparting covenants and conditions were used in each separate term and provision.

22.06 The headings of the 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 affect the same.

22.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The parties agree, consent and submit to the personal jurisdiction of the U.S. District Court for the Eastern District of Michigan or of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. The parties agree that service of process at the address and in the manner specified in Article 21 herein, will be sufficient notice and hereby waives any and all claims relative to such notice. The parties also agree that it will not commence any action against the other 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 either the Michigan Court of Appeals or the Michigan Supreme Court.

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

22.09 No failure or delay in performance of this Agreement, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Subrecipient's economic hardship and changes in the market conditions are not considered a Force Majeure Event. In the event of a dispute between the parties with regard to what constitutes a Force Majeure Event, the City's reasonable determination shall be controlling. Upon the occurrence of a Force Majeure Event, Subrecipient shall (i) give prompt written notice to the City that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, (iii) keep the City apprised of Subrecipient's progress in remediating the effects of the Force Majeure Event; and (iii) promptly resume performance under the Agreement. If a Force Majeure Event prevents Subrecipient from performing under the Agreement for a continuous period of at least ten (10) business days, the City may terminate this Agreement immediately in accordance with the provisions of Article 14 herein.

22.10 The Subrecipient warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify the Subrecipient and the Subrecipient shall pay for the full reasonable cost of the City defending such claims, but at the Subrecipient's expense, and shall indemnify the City against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

22.11 The Subrecipient covenants that it is not, and will not become, in arrears to the City upon any contract, debt or other obligation to the City, including real property, personal property and income taxes. The Subrecipient further covenants that it (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months. The Subrecipient shall require that, as a condition of contracting, subcontracting, or subawarding using any federal funds, that any and all Subcontractors and sub-Subrecipients at all tiers shall also agree to be bound by the provisions of this Section.

22.12 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution thereof, the City shall submit to the Subrecipient a confirmed copy of this Agreement.

22.13 As used herein, the singular shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

22.14 For purposes of the hold harmless provision contained herein, the term "City" shall be deemed to include the City of Detroit, and all other associated, affiliated, allied, or subsidiary entities now existing or hereafter created, their agents and employees, but shall not include the Subrecipient or any Subcontractors or sub-Subrecipients.

22.15 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 this 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.

22.16 The Subrecipient shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor or Subrecipient, or principal as defined in the Federal regulations at 2 CFR 2424.300, during any period of debarment, suspension, or placement in ineligibility status or during any period during which said contractor or subcontractor or Subrecipient, or principal is proposed for debarment under 48 CFR Part 9, subpart 9.4 and 2 CFR Part 180, under the provisions of 2 CFR Part 2424. If during the term of this Agreement, the Subrecipient is placed on the debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 2424, the Subrecipient shall immediately notify the City. The requirements of this Section shall apply equally to (1) all government-wide

debarment, suspension, placement in ineligibility status, or proposal for debarment whether due to such statuses under action taken by the FTA pursuant to the regulations at 2 CFR 2424, or by any other comparable Federal government action and to (2) such statuses which are not government-wide but which rather are limited to inclusion on a comparable department-wide list.

The Subrecipient shall submit to the City a certification regarding debarment or proposed debarment under 48 CFR Part 1, subpart 9.4, suspension, ineligibility and voluntary exclusion, and in conformance to the instructions thereon.

The Subrecipient shall require all parties who stand in a lower tier relationship to the Subrecipient, if any, to submit said certification to the Subrecipient, if such lower tier relationship is a covered transaction defined at 2 CFR 2424.300. The Subrecipient shall also require all parties who occupy a position with the Subrecipient defined at 2 CFR 2424.300 as a principal to submit said certification to the Subrecipient. The Subrecipient shall immediately notify the City if, pursuant to the requirements of any such certification received by the Subrecipient the party who had submitted said certification notifies the Subrecipient, or the Subrecipient otherwise learns that said certification is erroneous or has become erroneous by reason of changed circumstances.

The Subrecipient shall require all Subrecipient agreements, contracts, and subcontracts under this Agreement to contain a provision comparable to this Section.

22.17 The payments under this Agreement are contingent upon receipt of grant funds by the City. The City of Detroit reserves the right to delay payment until receipt of adequate federal funds from the Federal government grantor agency, without penalty or interest.


22.18 Duplication of Benefits. The Subrecipient must comply with the FTA requirements for duplication of benefits, imposed by Federal Register notice (FR-6218-N-01), and all other applicable rules and regulations. The Subrecipient shall carry out the activities under this Agreement in compliance with the City's policy and procedure to prevent duplication of benefits

22.19 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the City may contract with other consulting firms and that the Subrecipient is free to render the same or similar advisory services to other clients as long as such advisory services do not interfere with Subrecipient's ability to perform its obligations under this Agreement.


22.20 The Subrecipient warrants that it is currently registered to do business in the State of Michigan and consents to service of process at the address stated in Section 21.01, "Notices."

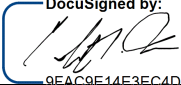
IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

**CITY OF DETROIT,
a Michigan municipal corporation,
by and through its Department of Transportation**

BY: 
9DD1680CB7214D0...
Print: Michael Staley
ITS: Interim Director

**CITY OF DETROIT BUILDING AUTHORITY,
a Michigan Public Authority and Body Corporate**

BY: 
5C697FB25D07410...
Print: Hakim W Berry
ITS: Chairman

BY: 
9EAC9E14E3EC4D9...
Print: Christopher T. Jackson
ITS: Treasurer

Approved by Detroit City Council on:

11/21/2023


333671204FFE45A...
11/22/2023
Chief Procurement Officer

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

11/09/2023
Corporation Counsel

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

EXHIBIT A: SCOPE OF SERVICES

I. Introduction

The City of Detroit Department of Transportation (“DDOT”) has undertaken the Coolidge Terminal Construction Project (“Project”) to completely redevelop its Coolidge Bus Terminal facility, located at 14044 Schaefer Highway, to provide for public transit vehicle storage, maintenance, and operations activities for a substantial portion of its total transit vehicle fleet. The Project’s overall budget totals \$159,707,393.24 and is funded from Federal Transit Authority (“FTA”), state, and local sources. This Agreement is the third and final contract between the City and Subrecipient. Its scope of work covers the construction phase of the Project and the deliverables outlined in this scope of work align with the DBA’s overall responsibilities from prior project phases. Within this specific contract, these deliverables collectively demonstrate the Subrecipient’s commitment to meticulous planning, quality control, adherence to budgets, and compliance with FTA regulations throughout all project phases.

II. Objective

For the Subrecipient to ensure successful construction management in compliance with FTA regulations for the Coolidge Terminal Construction Project.

III. Summary of Subrecipient Roles and Responsibilities

Pre-Construction Phase:

- Project Planning: Develop a comprehensive Project plan, including a detailed schedule, budget, and risk management strategy.
- Bid and Procurement: Manage the procurement process and monitor and manage the contractors selected for the Project to ensure successful completion that meets City and FTA requirements.

Construction Phase:

- Project Oversight
- Weekly Updates
- Invoice Approval
- Quality Control
- Non-Compliance Resolution Process
- Safety Oversight
- Spending Analysis
- Monthly Spending Metrics

Post-Construction Phase:

- Project Handover: Ensure a smooth handover of the completed project to DDOT.
- Documentation: Deliver all project documentation, including as-built drawings, manuals, and warranties.
- FTA Project Closeout

IV. Key Processes and Deliverables

Project Oversight: The Subrecipient will provide comprehensive oversight of the construction manager to ensure compliance with FTA requirements and project specifications.

Weekly Updates: The Subrecipient will produce and submit detailed weekly progress reports to the City and relevant stakeholders. These reports will include a summary of completed work, challenges faced, and any changes in the Project schedule or scope.

FTA Compliance: The Subrecipient will ensure that all construction activities adhere to FTA regulations, guidelines, and standards, and will provide guidance to the construction manager and contractors to maintain compliance throughout the project. For this purpose, the Subrecipient will perform the following activities:

- **Clear Documentation of FTA Requirements:** Create comprehensive documentation that outlines all relevant FTA regulations, guidelines, and standards applicable to the Project. Make this document easily accessible to the construction manager and contractors.
- **Contractual Obligations:** Clearly specify FTA compliance requirements in Project contracts and agreements with the construction manager and contractors. Ensure that compliance is a contractual obligation.
- **Regular Training and Orientation:** Provide initial and ongoing training or orientation sessions for the construction manager and contractors to ensure they fully understand FTA compliance requirements and their significance.
- **Compliance Audits and Inspections:** Conduct regular compliance audits and inspections at various stages of the Project. Use qualified auditors who are well-versed in FTA compliance. Share audit findings and recommendations with the construction manager and contractors.
- **Reporting and Documentation:** Establish a formal reporting mechanism for documenting compliance status. Require the construction manager and contractors to provide regular reports on how they are adhering to FTA requirements. Document any deviations and the actions taken to correct them.
- **Feedback and Issue Resolution:** Create a system for the construction manager and contractors to seek guidance or report issues related to compliance. Ensure that issues are addressed promptly and collaboratively. Maintain a log of issue resolution actions.
- **Change Management:** If changes to the Project plan are necessary to maintain compliance, define a clear change management process. Any changes that affect compliance should be documented, approved, and communicated to all relevant parties in accordance with the following:
 - Review and assess any change orders proposed by the construction manager.
 - Ensure that changes are within scope, budget, and FTA compliance.
 - Foster open and transparent communication channels between the project stakeholders.
 - Ensure that any updates or modifications to FTA compliance requirements are communicated promptly to all concerned parties.
- **Document Control:** Implement a document control system to manage all compliance-related documentation. Ensure that the most current and approved versions of documents

are accessible to the construction manager and contractors. All documents must be uploaded to this system and be available to the DDOT project manager and DDOT Executive Staff.

- **Expert Consultation:** When in doubt, or when facing complex compliance issues, engage experts or consultants with specific knowledge of FTA regulations.

Quality Control: Implement a robust quality control process to verify that the construction work meets the specified standards and requirements that includes the following:

- **Quality Control Plan (QCP) Development:** Create a comprehensive Quality Control Plan (QCP) that details the specific standards, specifications, and FTA requirements applicable to the project. The QCP will serve as a guiding document for quality control activities.
- **Quality Control Team Formation:** Assemble a dedicated quality control team comprising qualified professionals with expertise in construction, engineering, and quality management. This team will be responsible for executing the QCP.
- **Inspections and Testing Schedule:** Define a schedule for regular on-site inspections and testing at various construction stages. Specify the criteria for evaluating work quality, ensuring alignment with FTA regulations and project requirements.
- **Reporting Framework:** Develop standardized reporting formats for inspections and testing. Document and report any deviations from specified standards or FTA requirements. Reports should be clear, concise, and easily accessible to relevant stakeholders.

Non-Compliance Resolution Process: Subrecipient must implement a structured process for addressing non-compliance issues promptly, including:

- Assign responsibilities for identifying corrective actions, documenting them, and verifying that corrected work meets required standards.
- Maintain records of corrective actions.

Safety Oversight: Subrecipient must monitor and enforce safety protocols to safeguard workers, passengers, and the public during construction.

Spending Analysis: The Subrecipient must conduct monthly spending burn rate analysis, including the following steps:

- **Budget Review:** Examine the approved project budget and allocations for various components.
- **Expenditure Tracking:** Review all project-related expenditures, including construction costs, consultant fees, and administrative expenses.
- **Reporting Project Metrics:** Present a monthly financial report to the project sponsor, highlighting key financial metrics, trends, and any potential issues that require attention. Spending metrics must include, at a minimum:
 - Compare the approved budget to actual spending and provide a percentage variance.
 - Highlight any areas where actual spending exceeds or falls behind the budget.
 - Provide a detailed breakdown of spending by major expense categories, such as construction, design, equipment procurement, and infrastructure.

Project Handover: Subrecipient must ensure a smooth handover of the completed Project to DDOT. Successful handover will include, at a minimum:

- **Documentation:** Deliver all project documentation, including as-built drawings, manuals, and warranties
- **Project Closure Report:** Summarize the Project's performance, including budgetary and scheduling metrics.
- **Construction As-Built Drawings:** Finalize versions of all architectural and engineering drawings, reflecting the built environment.
- **FTA Compliance Checklist:** Prepare documentation verifying that all FTA stipulations and guidelines have been followed.
- **Warranty Information:** Prepare detailed records of all warranties for construction materials, equipment, and systems.
- **Quality Assurance Reports:** Perform quality tests and inspections carried out during and after construction.

Software & Technical: Subrecipient must provide information related to:

- **Building Management System Data:** Building systems installed, such as HVAC, lighting, and security.
- **Database Records:** Any IT systems or databases used for operations, with proper documentation and user guides.

Financial:

- **Final Budget Reconciliation:** Subrecipient must prepare a final report comparing the budgeted and actual expenses, including invoices, change orders, and remaining funds.
- **Invoice Revisions:** Invoices must meet City and FTA requirements and must have sufficient level of detail to verify the scope of work outlined in this Exhibit are completed. The City reserves the right to request revisions for invoices that do not meet this criteria.
- **FTA Grant Closing Paperwork:** Subrecipient must prepare finalized documents for closing out the FTA Grants.

Operational: Subrecipient must provide:

- **Operational Manuals:** Guides on how to operate building systems, emergency protocols, and maintenance schedules.
- **Staff Training Records:** Documentation that the staff has been trained in the operation of new systems and protocols.
- **Vendor Contracts:** Agreements with vendors for post-construction services like maintenance, cleaning, and security.

Legal & Regulatory: Subrecipient must:

- **Certificate of Occupancy:** Obtain from all relevant building departments to confirm that the building meets code requirements.
- **Environmental Clearances:** Document that all environmental considerations, such as waste disposal and pollution controls, are performing satisfactorily.

Stakeholder Communications: Subrecipient must provide:

- **Project Completion Notification:** Formal notifications to stakeholders, including FTA, local authorities, and the community, to indicate project completion.
- **Lessons Learned Report:** A document to share what was learned during the project, both for internal reflection and external sharing.
- **Customer Experience Reports:** Feedback and surveys from potential users during the project to guide future improvements.

V. Project Specifications

The current phase of the Project consists of construction of a 144-bus storage and bus operations facility that includes a Bus Storage and Coach Services building, Fleet Maintenance, Administration and Operations Building and a Cash Box House. The facility must also accommodate expansion for a capacity of up to 216 buses in the future.

The Project involves the construction of a terminal on a site located at 14044 Schaeffer Highway, Detroit, Michigan. The terminal will serve as a hub for bus operations including, but not limited to, routine maintenance, refueling, parking, dispatch, driver respite and assignment, and administrative services. The facility will include maintenance bays, bus parking spaces, fueling stations, wash facilities, parts storage, administrative offices, staff amenities, and customer service areas.

The scope of this Project includes the following: new construction of a four-building, above grade transportation facility; construction of barrier walls on all sides of the new bus depot; 245 space employee and visitor parking lot; site grading and surface pavement; landscaping and water drainage; and all associated utility, fueling and plant maintenance and HVAC infrastructure.

Further, to meet necessary stormwater management infrastructure, as well as zoning and design requirements (such as setbacks, landscaping, and fencing), the construction footprint will include 36 adjacent vacant residential parcels that lie in the Happy Homes Subdivision to the east and south of the Coolidge Terminal site along Ward Avenue and Compass Street.

Off-site Improvements include the Schaefer Highway frontage where removal and reconstruction of concrete curb and gutter, streetlights, driveway geometrics, and sidewalk will be required. All work will be performed in accordance with the City of Detroit, Department of Public Works, City Engineering Division – Standard Specifications for Paving and Related Construction March 2009.

The remaining space on-site will be allocated / designated for the future development of additional facilities to serve the full buildout of the Coolidge Terminal. This includes a centralized location to maintain and repair various DDOT facility assets (HVAC rooftop unit components, bus stop shelters and benches, etc.); non-revenue vehicle repair and service; and the fabrication and assemblage of signs used throughout DDOT's system.

VI. Project Location

The Project site is north of I-96 Expressway, approximately ½ mile north of the intersection of Schaefer Highway and Grand River Avenue. It is nearly 8 miles northwest of downtown Detroit. The proposed Project will be primarily located on the existing Coolidge Terminal site at 14044 Schaefer Highway in Detroit, Michigan, with some adjacent vacant parcels as described above.

VII. Project Timeline

The Project is expected to commence November 2023 and achieve substantial completion by January 2026.

VIII. Facility Overview, Plans, and Drawings

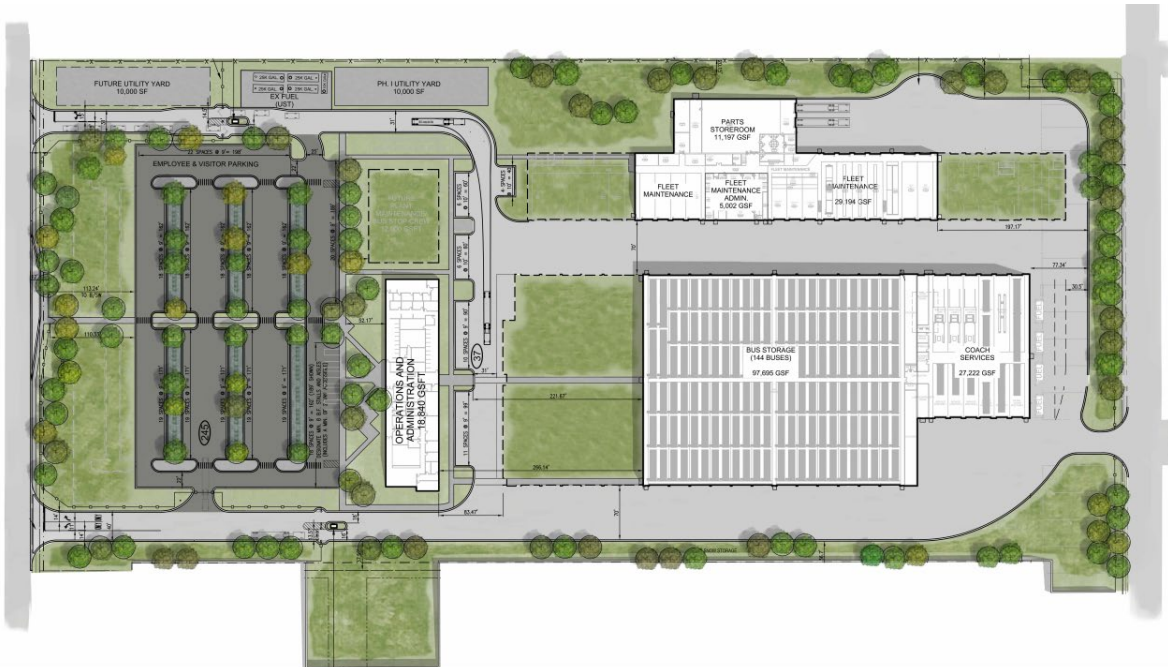
Structures to be constructed as part of the Project include:

- Building 1: 144-Bus Storage and Coach Services (124,917 SF w/ Coach Services)
- Building 2: Fleet Maintenance (45,393 SF)
- Building 3: Administration and Operations Building (18,840 SF)
- Building 4: Box House (547 SF)

The proposed facility will consist of three primary buildings with interdependent programs: Bus Storage, Fleet Maintenance, and Operations. The three buildings are configured to integrate with and support the primary on-site bus circulation while providing functional adjacencies to one another. The fourth building will consist of a Box House designed to assist transportation workers with retrieving funds from bus fareboxes. The building will be equipped with 4 vaults, computer workstation, a restroom, and motorized lift for courier pickup.

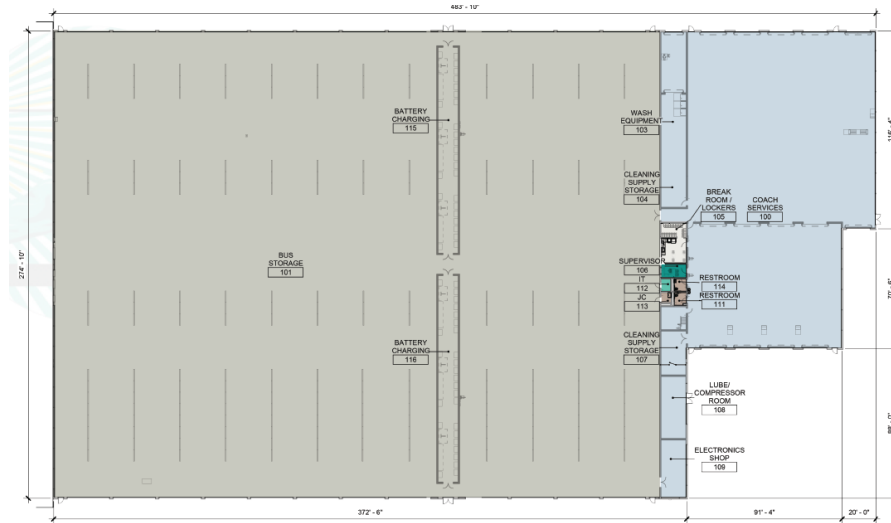
There will be two entrances/exits off Schaefer Highway. Employees and visitors will access the facility from the north vehicle entrance/exit. Employee and public parking will be in the west portion of the site off Schaefer Highway. A five-foot sidewalk along Schaefer Highway and a bus stop in front of the site must be provided. Employees and visitors proceed on foot from the parking area to the Bus Operations and Administration Building to access the rest of the site.

The Coolidge Terminal drainage systems must be designed to include water quality planning, since stormwater contamination is possible due to spilling of oils, fuels, and cleaning fluids in previous years. The system must be designed to control flows that may have a high concentration of contaminants.



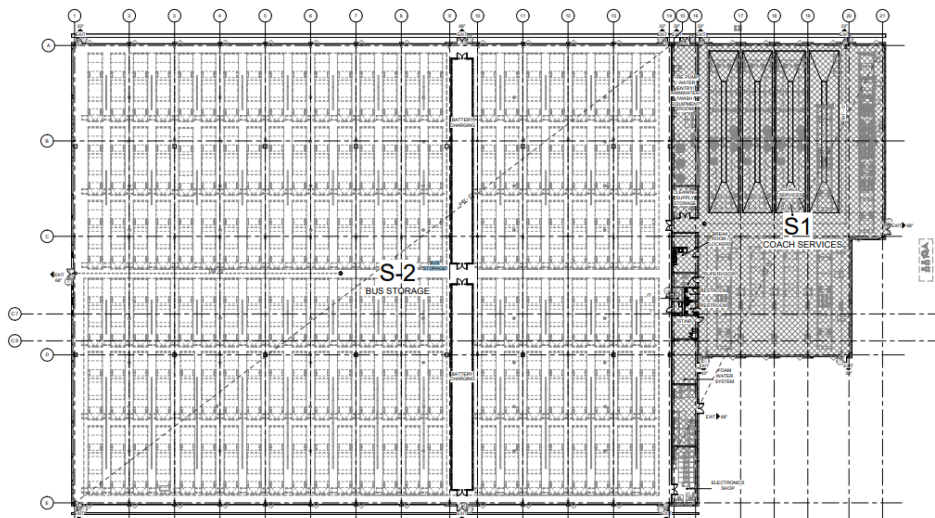
Building 1: 144-Bus Storage and Coach Services (124,917 SF w/ Coach Services)

The Bus Storage portion of the building includes dedicated parking for 144 buses with 24 parking stall bays measuring 27' wide x 128'-6" long and accommodating 6 buses per stall bay. Midway through the Bus Storage Building, two charging station rooms house the necessary equipment to charge up to 14 electric powered buses that are anticipated for DDOT's future 216-vehicle fleet. The Coach Services portion of the building is dedicated to servicing and washing the bus fleet and includes a rainwater harvesting cistern as part of the wash program. Four buses can be washed simultaneously.



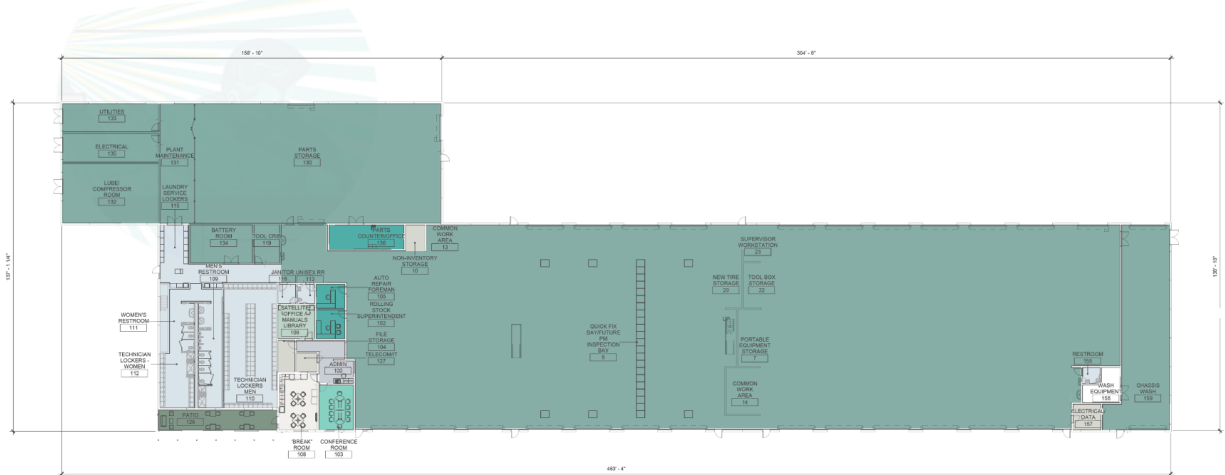
DEPARTMENT LEGEND

- RESTROOMS
- COACH SERVICES
- OFFICES
- IT ROOM
- BREAK ROOM
- BUS STORAGE



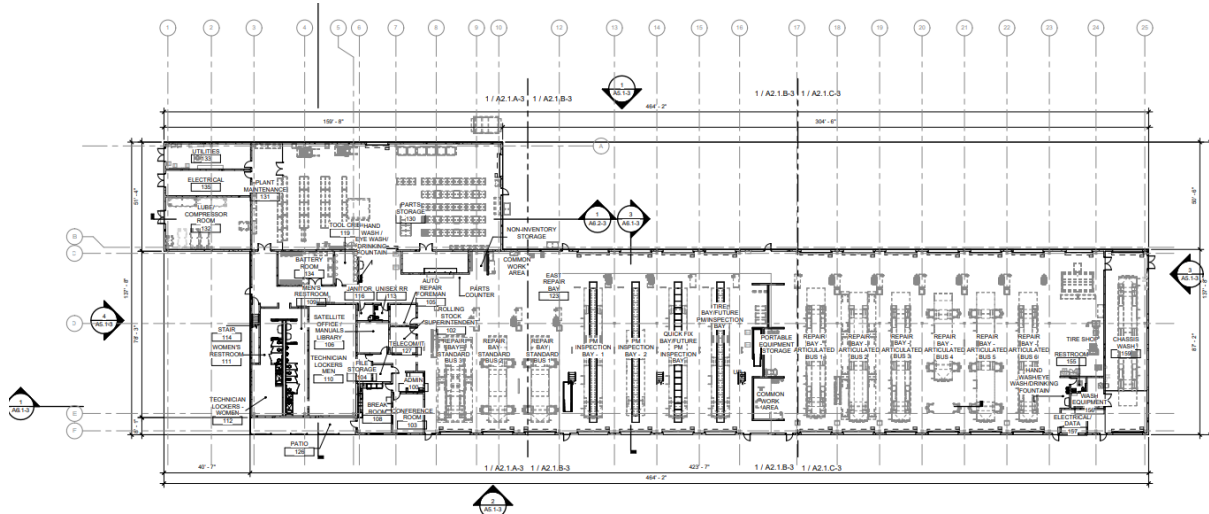
Building 2: Fleet Maintenance (45,393 SF)

The Fleet Maintenance Building and the Parts Storeroom are located parallel to the Bus Storage/Coach Services Building along the north side of the site. The Fleet Maintenance Building includes bus inspection and repair bays as well as additional administrative offices and staff areas. The location and orientation of the Fleet Maintenance Building allows for potential expansion to the east and west as needed. This space could be used for heavy repair; for the expansion of the battery electric bus (BEB) deployment of DDOT’s bus fleet, or another alternative fuel as DDOT determines is most appropriate



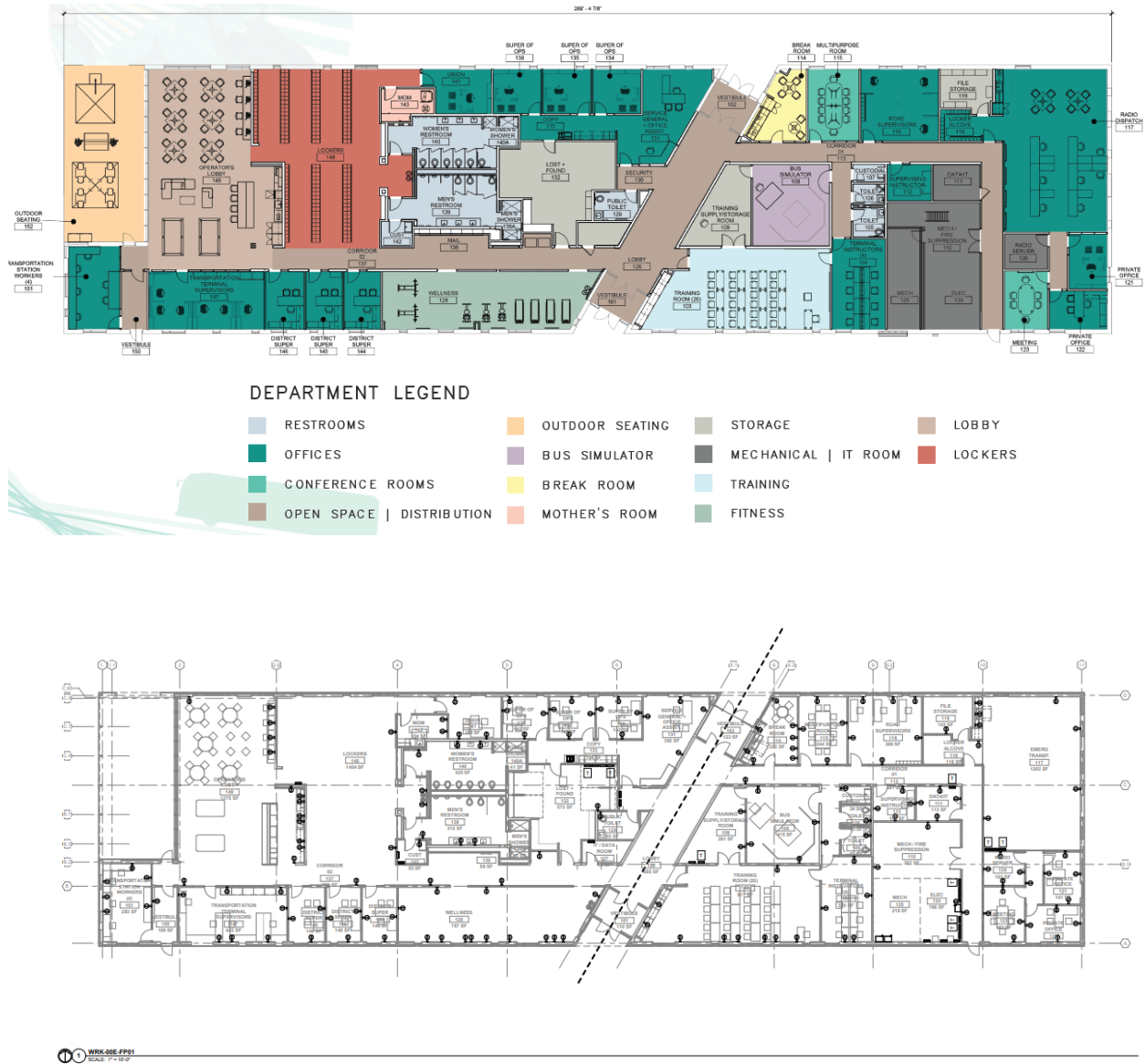
DEPARTMENT LEGEND

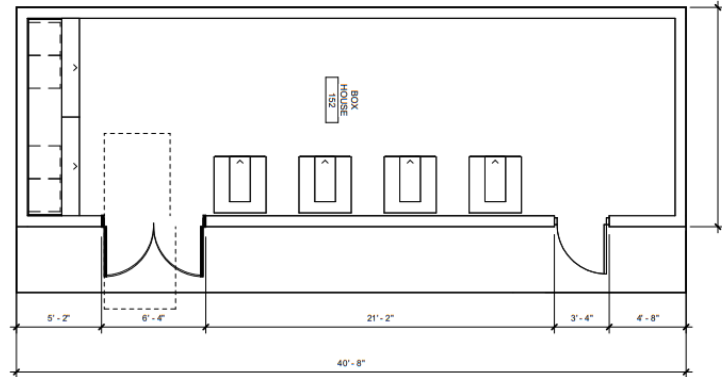
- RESTROOMS | LOCKERS
- OFFICES
- CONFERENCE ROOMS
- LIBRARY
- IT | STORAGE
- EAST REPAIR BAY/SHOP
- PATIO



Building 3: Operations Building (18,840 SF)

Employees and visitors will access the site from Schaefer Highway. The Bus Operations and Administration building will serve as the main point of entry to the buildings for employees and visitors arriving by car and is located adjacent to the east side of the parking area. Employees and visitors use designated pathways to enter the building. After entering this building from the parking lot, employees can continue to the Bus Storage and Fleet Maintenance buildings to the east via outdoor designated pedestrian pathways. The Transportation Station Workers office is located within the Operations and Administration Building with direct visibility of the south guard house and gate and main bus access drive. The single-story building provides staff, administrative, and training spaces for bus operators, dispatchers, and administrators.



Building 4: Box House (547 SF) [Rendering Pending]

Additional specifications are available through the following links and are incorporated by reference into this scope of work:

Coolidge Design Development Project Manual

https://cidetroitmius-my.sharepoint.com/:b:/r/personal/riki_yamakura_detroitmi_gov/Documents/Coolidge/Coolidge%20Documents%20Shared%20File/1942-6994-50_DD0T%20COOLIDGE_DD_Project%20Manual_2023-02-01.pdf?csf=1&web=1&e=EZEE4w

Coolidge Design Development Drawings

https://cidetroitmius-my.sharepoint.com/:b:/r/personal/riki_yamakura_detroitmi_gov/Documents/Coolidge/Coolidge%20Documents%20Shared%20File/1942-6994-50_DD0T%20COOLIDGE_DD_Drawings_2023-02-01.pdf?csf=1&web=1&e=Z3vdjL

**EXHIBIT B:
FUNDING SOURCES AND BUDGET SUMMARIES**

I. Summary of Funding Sources and Amounts

FUNDING SOURCE	FEDERAL FUNDS	STATE MATCH	TOTAL
FTA Grant MI-2023-034	\$80,418,382.00	\$20,104,595.00	\$100,522,977.00
FTA Grant MI-2018-014	\$534,326.00	\$133,581.00	\$667,907.00
FTA Grant MI-04-0093	\$518,291.00	\$129,573.00	\$647,864.00
FTA Grant MI-2020-001	\$790,370.00	\$197,592.00	\$987,962.00
FTA Grant MI-2021-033	\$3,699,496.00	\$924,874.00	\$4,624,370.00
FTA GRANT SUBTOTAL:	\$85,960,865.00	\$21,490,215.00	\$107,451,080.00
City Funds			\$26,847,311.79
TOTAL:			\$134,298,391.79

II. Contingency Usage:

For the Coolidge Terminal Replacement Project, contingency funds have been allocated from the City Funds to manage unforeseen risks and challenges that may arise during the Project's lifecycle. These unforeseen costs can include:

- Unpredictable events related to weather, disaster or other force majeure.
- Design Errors or Omissions
- Material Price Fluctuations
- Regulatory Changes
- Unforeseen Site Conditions
- Change Orders
- Construction Delays

All contingency charges will be charged to City Funds only. The use of these funds is subject to the following approval process:

- **Initial Assessment:** The Subrecipient Project Manager will assess the situation to determine if the use of contingency funds is warranted. A written proposal must be prepared detailing the rationale, the amount required, and the impact on the project timeline and objectives.
- **DDOT Executive Team and Department Review:** The proposal will be reviewed by relevant functional partners for feedback and endorsement. This may include but is not limited to Maintenance and Engineering, Operations, Compliance, Project Management Office, Planning and Finance Departments prior to approval.
- **Business Priority Alignment:** The proposal must be aligned with business priorities, as confirmed by business stakeholders, to ensure that the usage of contingency funds adds value to the organization and is in the best interest of the project.

- **Vendor Consultation:** If the funds are related to vendor-delivered components, the Project Manager will consult the vendor team to ensure that the proposal is feasible and cost-effective.
- **Senior Management Approval:** The final proposal will be submitted to the DDOT Executive Director for approval. A decision shall be communicated within five business days of submission.
- **Documentation:** Upon approval, all pertinent details will be documented, and the Project Plan and Budget will be updated accordingly.
- **Funds Release:** Only after all the above steps are satisfactorily completed will the contingency funds be released for use.

III. Budget Summary

Contract Budget			
Category	Engineer's Estimate / Base Budget (Not to Exceed)	Contingency*	Total (Not to Exceed)
Project Administration	\$3,450,016.82	\$497,624.10	\$3,947,640.92
Construction Management	\$24,580,660.18	\$2,999,706.90	\$27,580,367.08
Construction	\$87,180,244.79	\$13,090,139.00	\$100,270,383.79
Security	\$2,500,000.00		\$2,500,000.00
Total	\$117,710,921.79	\$16,587,470.00	\$134,298,391.79

***Contingency may be charged only to City Funds, pursuant to the approval procedure outlined above. DBA Fee for Contingency will apply only up to the contingency used.**

Budget Category	Contingency Funds*	
Project Administration	Project Administration	\$497,624.10
Construction Management	CM Construction Contingency	\$2,999,706.90
Construction	Construction Trade Cost Contingency	\$2,076,804.00
	Bid Contingency	\$2,076,804.00
	Escalation to January 2024 (10% year)	\$8,583,901.00
	Owner Contingency	\$352,630.00
	Total Contingency Amount	\$16,587,470.00

IV. Subrecipient Administration of Services

Any reimbursement of, or fixed fee agreement for, the administration of Services by the Subrecipient shall be part of the Construction Management budget itemized above and shall not exceed the lesser of the amount allowed under any grant agreement related to the Services or \$3,947,640.92.

EXHIBIT C: FTA Grants

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-19, October 1, 2012)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2012,
<http://www.fta.dot.gov/documents/19-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MI-04-0093-00

Grantee: CITY OF DETROIT DEPARTMENT OF TRANSPORTATION

Citation of Statute(s) Authorizing Project: 49 USC 5309 - Bus and Bus Facilities (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$26,897,864

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$21,518,291

Amount of This FTA Award (in U.S. Dollars): \$21,518,291

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/18/2013

Project Description:

State of Good Repair

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Ms. Marisol Simon
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
10/30/2013

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Mr. Ralph R Rayner
Grants Coordinator
CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
10/30/2013

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-24, October 1, 2017)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Detroit, City Of

Recipient ID: 2107

DUNS No: 021100409

Award Information

Federal Award Identification Number: MI-2018-014-00

Award Name: FY2018 Section 5307

Award Start Date: 8/23/2018

Award End Date: 6/29/2021

Award Executive Summary: FY 2018 Section 5307 funds in the amount of \$11,402,404 (\$14,253,005 total eligible) will be used to support preventative maintenance, general development & planning, facility renovations, security improvements, replacement buses, misc. communications equipment, and ADP hardware.

State match in the amount of \$2,850,601 provided by the Comprehensive Transportation Fund.

This Application for Section 5307 Federal Assistance is consistent with the RTA's Allocation Letter dated July 2018 and attached.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$14,253,005.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$11,402,404.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,850,601.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$11,402,404.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,850,601.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$11,402,404
Local			\$0
Local/In-Kind			\$0
State			\$2,850,601
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$14,253,005

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concur - Certified
Original Certification Date: 8/8/2018

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 8/23/2018

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Angelica Jones
Interim Director
Detroit, City Of
8/30/2018

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Detroit, City Of

Recipient ID: 2107

UEI:

DUNS: 021100409

Award Information

Federal Award Identification Number: MI-2020-001-00

Award Name: Section 5307

Award Start Date: 12/4/2019

Original Award End Date: 3/30/2025

Current Award End Date: 3/30/2025

Award Executive Summary: FY 2019 Section 5307 funds in the amount of \$6,104,854 (\$7,631,067 total eligible) will be used to support the purchase of non-revenue service vehicles, computer hardware and software, new office furniture, security improvements, the purchase, installation and associated equipment for our bus stop signage program, and the purchase, installation and associated equipment for replacement fareboxes.

State match in the amount of \$1,526,213 provided by the Comprehensive Transportation Fund.

This Application for Section 5307 Federal Assistance is consistent with the RTA's Allocation Letter dated June 21, 2019, which is attached. Other attachments include the split resolution, an approved STIP, the 2018-2019 SEMCGO UWP (as amended), and the SEMCOG 2045 Regional Transportation Plan.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$7,631,067.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$6,104,854.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,526,213.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$6,104,854.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,526,213.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$6,104,854
Local			\$0
Local/In-Kind			\$0
State			\$1,526,213
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,631,067

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified
DOL Review Date: 11/26/2019
DOL Certification Date: N/A

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 12/4/2019

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Elias Fischer
Program Analyst III - Grants Administrator
Detroit, City Of
12/5/2019

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-28, February 9, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: DETROIT, CITY OF

Recipient ID: 2107

DUNS No: 021100409

Award Information

Federal Award Identification Number: MI-2021-033-00

Award Name: Coolidge Terminal and Maintenance Facility Reconstruction

Award Start Date: 8/13/2021

Original Award End Date: 3/30/2026

Current Award End Date: 3/30/2026

Award Executive Summary: This award combines discretionary funding from FY 2017 5339(b) and FY2018 5339(b) to support the reconstruction of the Coolidge Terminal and Maintenance Facility; D2018-BUSC-058 and D2018-BUSC-179. Funding from these awards will support architecture and engineering work to design the new facility, including all design, studies, and documentation required for the National Environmental Policy Act (NEPA) process.

This project is required to return the Coolidge Terminal to a state of good repair: Coolidge has not be an active terminal or maintenance facility since a December 2011 fire rendered the facility inoperable. Originally constructed in 1928, the facility is currently 93 years old.

Funding in this award includes:

FY2017 5339b: Total funding of \$4,500,000 including, \$3,600,000 in FTA Funding and \$900,000 in state match funding provided by the State of Michigan's Comprehensive Transportation Fund (CTF). TIP Job Number 212369

FY2018 5339b: Total funding of \$11,920,048 including \$9,536,038 in FTA Funding and \$2,384,010 in state match funding provided by the CTF. TIP JN 212369

Attachments to this award include the FY2017 and FY2018 5339b application supplemental forms, an approved TIP and Long-Range Plan.

The purpose of this award is to reconstruct the Coolidge Terminal to provide a facility for DDOT bus operations, maintenance, and support functions and bus storage. Coolidge will provide space for DDOT to grow its fleet and thus to expand service.

Activities to be performed include the development of programmatic elements and conceptual design of the site, investigation of the existing site conditions and conducting an environmental impact analysis. With the addition of a construction manager, construction cost estimates will be developed to verify conceptual designs.

The expected outcome is to define the functional requirements and space needs that will serve as the basis for design of the Coolidge Terminal Facility reconstruction.

The Coolidge Terminal Facility reconstruction would benefit DDOT with improved maintenance practices and allow for bus fleet expansion. It will also improve the system condition and service and enhance access and mobility within DDOT's service area.

This project does not include subrecipients.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$16,420,048.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$13,136,038.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$3,284,010.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$13,136,038.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$3,284,010.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Competitive	5339-3	20526	\$13,136,038
Local			\$0
Local/In-Kind			\$0
State			\$3,284,010

State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$16,420,048

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurrs - Certified
Original Certification Date: 8/3/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 8/13/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding

agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Mikel Oglesby

Executive Director of Transit

DETROIT, CITY OF

8/17/2021

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Detroit, City Of

Recipient ID: 2107

UEI:

DUNS: 021100409

Award Information

Federal Award Identification Number: MI-2023-034-00

Award Name: Coolidge Terminal and Maintenance Facility Construction - Sections 5307 and 5339 - LAPSING

Award Start Date: 9/15/2023

Original Award End Date: 3/30/2030

Current Award End Date: 3/30/2030

Award Executive Summary: The Detroit Department of Transportation (DDOT) is requesting formula funding from FY 2018 5307, FY 2019 5307, FY 2020 5307, FY2021 5307, FY2022 5307, FY 2020 5339, FY2021 5339, and FY2022 5339 to support the construction of the Coolidge Terminal and Maintenance Facility. State match is from the State of Michigan Department of Transportation (MDOT) Comprehensive Transportation Fund (CTF).

Funding in this application includes:

FY2018 5307: \$9,592,455 FTA; \$11,990,569 Total
 FY2019 5307: \$15,599,999 FTA; \$19,499,999 Total
 FY2020 5339: \$2,747,339 FTA; \$3,434,174 Total
 FY2020 5307: \$22,531,884 FTA; \$28,164,855 Total
 FY2021 5339: \$2,593,632 FTA; \$3,242,040 Total
 FY2021 5307: \$22,999,950 FTA; \$28,749,938 Total
 FY2022 5339: \$2,490,055 FTA; \$3,112,569 Total
 FY2022 5307: \$1,863,067 FTA; Total \$2,328,833 Total

This application: FTA \$80,418,381 + State \$20,104,596 = Total: \$100,522,977

The Coolidge Terminal Project funded by other grants including MI-90-X605, MI-04-0093, MI-2016-006, MI-2018-014, MI-2020-001 and MI-2021-033 along with local funds from bonds.

Overall Coolidge Budget

Scope	ALI	Description	Federal	State	Local	Total	Eligible	Cost
117-00	11.76.93	Demolition	\$9,081,602	\$2,270,400	\$0	\$11,352,002		
117-00	11.71.04	Const Mgmt	\$11,895,586	\$2,973,897	\$16,658,525	\$31,528,008		
114-00	11.41.03	A&E	\$7,541,016	\$1,885,254	\$7,341,090	\$16,767,360		
114-00	11.43.03	Construction	\$72,065,277	\$18,016,319	\$7,478,426	\$97,560,023		
114-00	11.43.09	Security	\$2,000,000	\$500,000	\$0	\$2,500,000		
TOTALS			\$102,583,482	\$25,645,871	\$31,478,041	\$159,707,394		

Attachments include:

NEPA EA (dated 01/25/2023)

FONSI (dated 05/12/2023)

FY 2018 through FY 2022 Split letters

Current STIP/TIP

Funding spreadsheet

DDOT will meet the Section 5307 requirement (expend at least one percent for FAST Act/BIL/IIJA funds and 0.75% for BIL/IIJA funds) for transportation security projects and will support the purchase and installation of security and surveillance equipment at the Coolidge Terminal.

DDOT will follow all third-party procurement policies as defined in C4220.1F (Third Party Contracting Guidance) and will ensure contractors procured are not suspended or debarred from federal contracting.

In addition to FTA's Buy America requirements under 49 U.S.C. 5323(j) and 49 CFR Part 661, which require that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States, the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement, Section 15. The BABA requirements for construction materials applies to this grant, in addition to the Buy America requirements, except to the extent a waiver of either requirements may apply.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$100,522,977.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$80,418,381.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$20,104,596.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$80,418,381.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$20,104,596.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$7,831,026
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$72,587,355
Local			\$0
Local/In-Kind			\$0
State			\$20,104,596
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$100,522,977

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified
DOL Review Date: 9/11/2023
DOL Certification Date: 9/11/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 9/15/2023

EXECUTION OF THE GRANT AGREEMENT

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By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

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 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
George Staley
Executive Director
Detroit, City Of
9/25/2023

EXHIBIT D

PAYMENT/REIMBURSEMENT PROCEDURES AND REQUIREMENTS

The following procedures shall be followed by the Subrecipient to facilitate the request for reimbursement of funds expended for budgeted items in performance of the Agreement. The Subrecipient shall submit all requests for reimbursement **by the 15th of each month**. Requests for reimbursement shall be made monthly, unless the City approves a different time interval for submission. All final reimbursements shall be submitted within 90 days of expiration of the contract unless the City approves a different time interval.

1. The Subrecipient shall submit **one original and one complete copy** of an Invoice that contains the following items of information:

A. Letter of transmittal on the Subrecipient's letterhead that:

1. provides the Subrecipient's legal name and Federal Employer I.D. Number,
2. states the total requested amount;
3. specifies the time period covered by the invoice;
4. specifies the Agreement Number;
5. specifies the amount of Indirect Costs included, if any;
6. specifies the amount to be credited toward the Advance,
7. reports all program income earned; and
8. is signed by an authorized representative of the Subrecipient.

B. A budgetary status report in the format of the sample attached hereto as Exhibit J which includes appropriate line items for Indirect Costs (if any) and the Advance (if any) and line items to report Program Income and Interest earned on the Advance (if any);

C. A check register listing the direct cost expenditures for the period listed in account order (see sample attached hereto as Exhibit K);

All items of expenditure listed on the check register shall be accompanied by invoices and receipts or other appropriate backup information, in check register order. The City may, in its sole discretion, and at its option, provide the Subrecipient with notice that cancelled checks will be additionally required to backup expenditures should the City decide it necessary. Unless otherwise notified, backup information shall be prepared as follows:

1. Receipts and Invoices - Copies of receipts and invoices shall be submitted in check register order. They shall include the date paid and the check number, and be signed or initialed by an authorized representative of the Subrecipient.
2. Mileage Reimbursement – All requests are to be on the "Private Car Mileage Report" (see sample attached hereto as Exhibit M).

D. Each submission shall contain a payroll register following the instructions given in Exhibit J (attached hereto and made a part hereof) and utilizing the form found attached hereto as a sample as Exhibit J-1. ADP payroll or similar information acceptable to the City may be substituted for the Exhibit H form if it contains essentially the same information categories.

E. Personnel and payroll costs shall be backed up with the Time Distribution Summary (Exhibit N hereof). Unless the City specifically requests the Subrecipient to submit time-related records for its review, time sheets, time cards, tax withholding records and other such records shall be kept on file by the Subrecipient in its offices to back up all personnel and payroll charges.

F. The signature of the Subrecipient's authorized representative is required on the forms to be submitted under paragraphs A, B, C, D, and E above.

2. The Subrecipient shall also submit together with each payment request, or at such time otherwise prescribed by the City Project Manager:

A. Performance Schedule. If performance, or submission of Performance Schedules under this Agreement should fall behind by 60 days or more with respect to the Performance Schedule of this Agreement, then in accord with Article 6 hereof, the City may, within its reasonable discretion, suspend payment in whole or in part to the Subrecipient under this Agreement, until the City determines whether progress on the Project warrants payment and is commensurate with work performed, or is otherwise justifiable.

B. Statement of Eligibility as instructed by the Project Manager.

3. Any submission that does not comply with these procedures and which does not include all of these required supporting documents, may be returned to the Subrecipient with a Letter of Deficiency stating the reason for return. Reimbursement processing in full or in part will not begin by the City until an acceptable invoice with sufficient supportive documentation is received.

4. Requests for reimbursement for a contract years must begin to be submitted to the City within 90 days of contract execution or the start of the contract term whichever is later and must be submitted monthly thereafter.

5. All request for reimbursement must be for expenses incurred or purchases made during the term of the contract.

6. No request for reimbursement may be submitted later than fifteen (15) days after the termination date of the contract.

7. The City reserves the right, without compliance with Article 17 of this Agreement, to amend any of the above items or to add or to delete items, if experience, technological advances, Grantor Agency mandate, or other pertinent issues should make such a change, addition or deletion reasonable and/or necessary.

8. Indirect costs (if any) listed on Budget (Exhibit B), shall be paid, pending City approval of the Subrecipient's indirect cost proposal, as follows:

A. The approved indirect cost percentage shall be multiplied by the Subrecipient's direct costs for the period

B. This sum shall be added to the total direct costs documented and approved for that period.

C. The indirect cost calculation shall be shown as the last item on Exhibit K, the check register.

D. Should the City disallow any direct costs from the request, and then the City shall recalculate and reduce the indirect costs accordingly.

Exhibit E

Reserved

EXHIBIT F

DUPLICATION OF BENEFITS CERTIFICATION

Definition: Duplication of benefits occurs when any person, business or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance, or when Federal financial assistance is provided to any person, business, or other entity through a program for any part of such loss to which financial assistance is received under any other program, insurance or any other source for the same costs, and the total amount exceeds the total need for those costs.

Certification:

I, _____ hereby certify that federal funds awarded by the City of Detroit through the FTA do not exceed the need for assistance, duplicate other assistance received by the Subrecipient for the same purpose, or duplicate any funds from the following sources:

- The Paycheck Protection Program
- Unemployment Compensation Benefits
- Insurance claims/proceeds
- Federal Emergency Management Agency (FEMA) funds
- Small Business Administration funds
- Other Federal, State or local funding
- Other Non-Profit, Private Sector or Charitable funding

This certification serves to acknowledge that the Subrecipient understands and agrees that FTA funds must be repaid if it is determined that such assistance is duplicative.

Name of Organization:

Authorized Representative's Signature:

Printed Name:

Title: _____

Date: _____

EXHIBIT G
Conflict of Interest Certificate

CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regards to Subrecipient Agreements under the 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirement for Federal Awards, and I hereby Certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to the performance of this contract.

Name of Organization: _____

Name: _____

(Print)

Signature _____

President of Board of Directors

_____ Date

Or authorized representative:

Signature Authorized Representative: _____

Title: _____

_____ Date

Exhibit H

Certification Regarding Lobbying

The undersigned certifies, to the best of his knowledge or belief, that:

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

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

Subrecipient Organization Name:

Authorized Representative's Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT I

Reserved

EXHIBIT J

PAYROLL REGISTER INSTRUCTIONS

(Instructions for: Exhibit J-1 Payroll Register)

Post pay data.

List employees and titles. Titles must conform to the budgeted positions.

Post gross salaries, corresponding taxes, and deductions where applicable.

Post net salaries.

Total the columns.

Deposit withholding taxes immediately upon paying salaries in accounts specifically set up for deposit of withholding taxes. The withholding tax deposit checks listed in the Check Register must correspond exactly to the total amounts in the payroll register. Withholding tax deposit checks shall only be reimbursable by the City if Subrecipient has no legal access to funds deposited in such accounts. Employer F.I.C.A. taxes should be listed separately on the check register.

The sum of the gross employee totals by title in the payroll register must correspond exactly to the budgeted "Personnel" line item "Contract Costs This Month" section of the Budgetary Status Report.

The net amounts in the payroll register must correspond to the net amounts listed in the check register.

EXHIBIT J-1 PAYROLL REGISTER (SAMPLE)

SUBRECIPIENT _____ Pay period - From: _____ to: _____
 Agreement Number: _____

PAYROLL REGISTER

Check Date	Check No.	Employee	Title	Gross	NOF %	FICA Total	Federal Total	State Total	City Total	Other Total	NET Total
Total	XXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX		XXXXXX						

Prepared by: _____ Date: _____
 Approved by: _____ Date: _____
 Subrecipient's Authorized Representative

EXHIBIT K
CHECK REGISTER
 (SAMPLE)

Subrecipient Name _____ Period Ending _____ Agreement Number _____

Instructions: List checks in account number order. Transfer account subtotals of amount charged to appropriate line items on the Budgetary Status Report.

<i>CHECK REGISTER</i>					
Acct. #	Check	Payee Name and Item Description	Check #	Total Amount on the	Amount Charged to NOF
				Total Direct Costs	

Approved Indirect Cost Rate _____ %
 Indirect Costs Charged \$ _____
 Total Charged \$ _____

Prepared by: _____ Date: _____ Approved by _____ Date: _____

EXHIBIT L
BUDGETARY STATUS REPORT
(SAMPLE)

Subrecipient Name: _____

Prepared by: _____ Date: _____ Authorized by: _____ Date: _____

Period Ending: _____ Agreement Number: _____

<i>BUDGETARY STATUS REPORT</i>						
Acct. Title	Acct. #	Total Prior Contract Costs	Contract Costs This Month	Total Costs Billed on Contract to Date	BUDGET	Contract Balance
<i>Indirect Costs @ ___%</i>						
<i>Subtotal Program</i>						
TOTALS						

EXHIBIT M
PRIVATE CAR MILEAGE REPORT
(SAMPLE)

SUBRECIPIENT _____ AGREEMENT NUMBER _____

Total Mileage on Agreement Business _____
(Mileage traveled from home to job or from job to home is not reimbursable)

Prepared by: _____ Approved by: _____ Date: _____

Subrecipient's Authorized Representative _____

PRIVATE CAR MILEAGE REPORT					
Date	Starting Odometer Reading	Ending Odometer Reading	Total Mileage	Employee's Initials - Make & Year of Car: License Number _____	Destination or other explanation of purpose of trip (Explain how this mileage was related to NOF project activities.)

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

Exhibit N Time Distribution Summary

Subrecipient Name: _____

Period From: _____ To: _____

Agreement Number: _____

Prepared By: _____ Date: _____

Authorized By: _____ Date: _____

List All Personnel Charged to the Agreement and their work hours. Personnel listed must coincide with the payroll register. NOF of hours worked must be used to pro-rate charges for each individual employee's salary and withholding tax amounts charged to NOF and be shown on the payroll register calculations. The NOF % also applies to employer FICA taxes charged to this NOF Agreement.

Time Period	Name & Job Title	Hourly Rate	Total Hrs. Worked	NOF Hours Worked	NOF %
		\$			
		\$			
		\$			
		\$			
		\$			

Total All Hours: _____

Total Leave Hours, Holiday, Sick, Vacation for Period: _____

Exhibit O

Additional Requirements

The City has received funds from the FTA for costs that:

1. are necessary expenditures incurred under the terms of this Contract; and were incurred during the period that begins after the effective date of this Contract and ends on termination or expiration of this agreement which shall not be later than December 31, 2024.

Such funds are being used to fund this Agreement. The Subrecipient shall ensure that all Services performed are eligible expenses under the FTA Grant Agreement. As applicable, the Contractor shall adhere to the FTA Grant Agreement and the applicable, guidance, regulations and obligations in following documents that are required for enclosure in this Contract (the "Additional Requirements"):

O.1 - Debarment and Suspension Certification *(Signature required)*

O.2 - Certification for Contracts, Grants, Loans, and Cooperative Agreements *(Signature required)*

The Contractor agrees to comply with the Additional Requirements in all respects.

O1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

SUBRECIPIENT:

BY:

Print:

ITS:

Date:

O.2 Certification for Agreements, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT:

BY:

Print:

ITS:

Date: _____

Contract Purchase Agreement : 6005860

Date : 11/08/2023



To :

Company DETROIT BUILDING AUTHORITY
Contact CARMEN EDGEWORTH-BURGAN

Address 642 ACCOUNTS PAYABLE
DETROIT, MI 48226

From :

Company City of Detroit
Contact LATRECE YELDER
Address 2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES

Phone

Fax

E-mail

This document has important legal consequences. The information contained in this document is proprietary of the City of Detroit. It shall not be used, reproduced, or disclosed to others without the express and written consent of the City of Detroit.

This agreement between the City of Detroit and DETROIT BUILDING AUTHORITY is authorized for binding commitment. This agreement will be effective from **12/05/2023** to **03/30/2030**.

Chief Procurement Officer

Sandra Yu Stahl

Contract Purchase Agreement : 6005860**Date : 11/08/2023**

Contract Agreement	6005860
Contract Agreement Date	11/08/2023
Change Order	0
Revision	0
Agreement Amount	134,298,391.79 USD

Procurement BU **City of Detroit**
2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES

Supplier **DETROIT BUILDING AUTHORITY**
CARMEN EDGEWORTH-BURGAN
642 ACCOUNTS PAYABLE
DETROIT, MI 48226
+1 (313) 224-4529

Notes USD = US Dollar
 To provide Construction for the Coolidge Bus Maintenance Facility.

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
LATRECE YELDER	9266	Net 30	Account of Seller	Delivered	Lowest Cost Carrier

Start Date	End Date
12/05/2023	03/30/2030

Terms and Conditions :

Please see below for general conditions.

Special Terms :

Contract Purchase Agreement : 6005860

Date : 11/08/2023

TERMS AND CONDITIONS

Last Updated August 26, 2022

Acceptance of this Purchase Order constitutes acceptance of the City of Detroit's Non-Technology General Terms and Conditions or Technology General Terms and Conditions, as applicable. The applicable general terms and conditions are located on the City's website at the URL below:

<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/city-general-terms-and-conditions>

Contract Purchase Agreement 6005860

Contract Terms and Conditions

PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and certified Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.

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ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00.

iii. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

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

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payments) in order to receive payment.

Invoices Must Meet The Following Conditions For Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or the amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped. Invoicing before is prohibited and will result in the delay in payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to procurementinthecloud@detroitmi.gov.

PROTECTION OF WORK, PERSONS, AND PROPERTY

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During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

CLEARANCES

The successful Supplier will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies can be found in the Oracle Fusion system. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

NON-DISCRIMINATION CLAUSE

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are

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not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. Oracle Fusion) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as Oracle Fusion system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services

INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

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DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

TERMINATION OF CONTRACT FOR CONVENIENCE

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

CONFLICT OF INTEREST

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial

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interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

SETOFF

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

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

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

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

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Contract Signatures