

**THE ECONOMIC DEVELOPMENT CORPORATION
OF
THE CITY OF DETROIT (the “EDC”)**

**REQUEST FOR BIDS
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR**

I-94 INDUSTRIAL PARK PROJECT

EDC BID PACKAGE: 2024/2025 I-94 MAINTENANCE

**The Economic Development Corporation of the City of Detroit
500 Griswold Street, Suite 2200
Detroit, Michigan 48226**

Bid Issue Date: March 21, 2024

TABLE OF CONTENTS

Definitions	Page	3
Invitation to Bidders	Page	5
Scope of Work	Page	9
Insurance Requirements	Page	12
Bid Form	Page	14
Bid Signature Page	Page	18
Special Forms	Page	19
Attachment A	Map of Project Site	
Attachment B	City of Detroit Tax Clearance Instructions	
Attachment C	W-9 Form	
Attachment D	Sample Contract	

DEFINITIONS

Bidder is a person or entity, which submits a Bid for the Work, hereinafter defined, described in the Bidding Documents that is deemed qualified and awardable by the EDC.

Bidding Documents include the Bid Package in its entirety and all documents referenced therein.

Bid Package is the complete set of specifications and all documents referenced herein.

Bid or Proposal is a complete and properly signed and executed Proposal to do the Work or designated portion thereof for the price(s) stipulated therein, submitted in accordance with the Bidding Documents. The preparation and submission of the Proposal is the sole responsibility of the Bidder and is tendered in response to the invitation by the Bidder at no cost to the EDC.

Bulk Trash Removal is Rubbish pickup, loading into (40 yard) dumpster, legal hauling and disposal in a licensed dump facility approved by the EDC.

City of Detroit as used in the Bidding Documents shall mean the City of Detroit, a Michigan municipal corporation, its successors and assigns.

Contractor shall mean the individual or legal entity contracting with the EDC for performance of the Work.

Debris shall mean the remains of something broken or destroyed.

EDC shall mean The Economic Development Corporation of the City of Detroit, a Michigan public body corporate, its successors and assigns.

Litter shall mean any substance placed or allowed to remain on the ground or in any other manner constituting a nuisance on public or private property.

Rubbish shall mean solid waste, including ashes, consisting of combustible and non-combustible waste such as glass, cardboard, concrete, cans, wood, bedding, crockery, rubber, rags, leather, auto parts (including tires), furniture, appliances, tree branches, shrubbery, etc.

Scope of Services as used in the Bidding Document shall include, but is not limited to, all necessary and incidental labor, equipment, tools, material and supervision to properly complete the Work.

Sub-Contractor shall mean the individual or legal entity contracting with the Contractor for a portion of the prescribed Work.

Unit Price is an amount stated in the Bid, when requested as a price per unit of measurement for materials or services as described in the Bidding Documents.

Work is all labor, materials, tools, equipment, permits, fees, inspections, notifications, services, construction administration, and coordination necessary to complete Scope of Services for this Bid Package by the Contractor.

INVITATION TO BIDDERS

- Bid Package Title:** I-94 Industrial Park Project
- Bid Package No.:** 2023/2024 I-94 LANDSCAPE MAINTENANCE
- Project Site:** The I-94 Industrial Park is generally bounded by Sheehan Street on the north, St. Cyril Avenue on the east, Winfield Avenue on the west, and Huber Street on the south (the “Project Site”).
- Description:** Soliciting not-to-exceed Unit Price Bids for providing maintenance services on an as needed basis at the direction of the EDC in the I-94 Industrial Park.
- Bid Package Availability:** **Thursday, March 21, 2024, DEGC Website:**
www.degc.org/rfp
- Mandatory Pre-Bid Meeting:** **Tuesday, April 2, 2024, 2:00 PM**
ON-SITE: Winfield and Huber
Detroit, MI
- Bid Due Date and Process:** **Thursday, April 18, 2024, 3:00 PM EST**
Email Bid Proposal to cdailey@degc.org
Attention: Mr. Cleveland Dailey (313) 237-4605
500 Griswold, Suite 2200, Detroit, MI 48226

As a follow up, each proposal shall be mailed, in a sealed opaque envelope, addressed to:

Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, MI 48226
Cleveland Dailey III

Sealed Bids for the completion of the Work associated with this Bid Package shall be mailed to the offices of the EDC. Submissions after the Bid Due Date shall be accepted only at the discretion of the EDC.

The Scope of Work for this Bid Package includes, but is not limited to, furnishing all necessary and incidental labor, equipment, tools, material and supervision to properly perform and

complete on a unit price basis, Work required for maintenance services at the direction of the EDC.

The Contractor shall provide within each Unit Price the cost of all necessary labor, materials, tools, equipment, permits, fees, inspections, notifications, services, construction administration, overheads and profits, and coordination necessary to complete each Scope of Work for this Bid Package.

The Bidder must prepare and submit a Bid based on the performance of the full scope of the Work set forth in the Bid Package. Alternate proposals submitted with qualified Bids may be reviewed, solely at the option of the EDC without obligation to award to the Bidder. The EDC shall be entitled, without restriction or obligation to any Bidder, to incorporate or use any portion of a proposed alternate in awarding the contract to the selected Bidder.

The Bidder must submit the Bid using only the Bid Form accompanying this Bid Package, and must complete the Proposal Form in its entirety including all Unit Prices requested.

The EDC, in the interest of maximizing fair competitive bidding, may directly contact and invite firms that have previously demonstrated the capacity and ability to perform the Work.

It shall be the Bidder's responsibility to assure that all documents identified in the Bid Package are received or obtained, and that Bidder's proposal is based upon the complete set of Bidding Documents. The Bidder shall be responsible for requesting any missing documents from the EDC no later than 48 hours before the Bid Due Date. The EDC assumes no responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of Bidding Documents. In making copies of the Bidding Documents available, the EDC does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant any other use.

Bids may not be withdrawn for a period of sixty days after the submission of the Bid.
Evaluation of Bids

The EDC reserves the right to waive informalities in any Bid, and to reject any or all Bids in whole or in part whenever such waiver is in the best interest of the EDC and is permitted under the procurement guidelines of the EDC, the Owner or any funding organization(s). The EDC is committed to providing a fair selection process. All proposals received in accordance with the bid package will be evaluated based on the EDC's procurement scoring guidelines. Prior to scoring all proposals, EDC staff will apply an equalization credit to the base bid price for all Detroit-headquartered and Detroit-based businesses in accordance with the following:

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

In the event that a project is funded in whole or in part by funds that prohibit the use of a geographic preference in scoring, the evaluation of each proposal will be solely based on the EDC’s scoring criteria without any application of an equalization credit.

Following the application of applicable equalization credit, EDC staff will score all proposals and assign a score to each bid package based on the following criteria and point allocation:

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

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

All Bidders shall comply with the prevailing Equal Opportunity provisions of the City of Detroit and as specified in the Bidding Documents. Each Bidder must demonstrate its ability to obtain a Tax Clearance from the City of Detroit as a condition of award ability. Any time extension in order to secure any clearance that in any way impacts on the schedule start and advance of the Work is allowed only at the discretion of the EDC. A Bidder’s inability to secure a Tax Clearance may at the discretion of the EDC be deemed an incomplete Bid.

Each Bidder shall include in the Bid price all taxes, of whatever type or nature, involved in the complete performance of the Work and shall make prompt payment to the appropriate taxing entity all taxes owed in connection with the Work including, but not limited to, Michigan State Sales Tax/Use Tax, City of Detroit Income Tax.

Contracting Agency: THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT (the “EDC”)
500 Griswold Street Suite 2200
Detroit, Michigan 48226
(313) 963-2940

Project Site:

The I-94 Industrial Park is generally bounded by Sheehan Street on the north, St. Cyril Avenue on the east, Winfield Avenue on the west, and Huber Street on the south (the “Project Site”).

The Project Site is made up of highlighted regions as shown on Attachment A.

Scope of Work

I. GENERAL DESCRIPTION

The Work to be performed by the Contractor shall consist of furnishing all necessary materials, labor, equipment, tools and supervision required to properly execute the maintenance (Landscape Mowing, String Trimming, Edging, Removal of Clippings, Debris, Litter, and Rubbish Disposal) services described herein (the “Maintenance Services”).

The Work is to be performed throughout all highlighted regions on the Map of Project Site (Attachment A). This depicts the collective areas which makeup the Lawn Cutting Region Areas. Each region extends from the street curb line, to either an adjacent street curb line or designated property line, as shown on the Lawn Cutting Region Area map (Attachment A).

The Contractor shall be responsible to replace or repair any material damaged as a result of Contractor’s activities or neglect. Contractor shall immediately replace all damaged material.

II. WORK ITEMS

The Scope of Work for the Project Site shall generally consist of the following:

- 1. Landscape Mowing**
- 2. String Trimming**
- 3. Edging**
- 4. Removal of Clippings**
- 5. Debris, Litter, and Rubbish Disposal**

III. HOURS OF OPERATION

The Contractor shall provide maintenance services between the hours of 8:00 AM and 4:00 PM, Monday through Sunday.

The Contractor shall have the responsibility to receive and to respond to calls in a timely manner from the EDC during business hours.

IV. EXECUTION OF WORK ITEMS

The Contractor shall submit a schedule of activities for the contract period to the EDC for review and advise the EDC in writing of any major deviations. The Contractor will be responsible for providing the following Work items according to the specifications listed under each Scope of Service item for the Project Site:

1. LANDSCAPE MOWING

The Contractor shall provide the following Landscape Mowing services to the project site:

The Contractor shall cut the grass on an as needed basis as directed by the EDC. Upon notification from the Contractor and verification from the EDC concerning undesirable grass height that needs to be cut, the Contractor shall cut the grass to the height at which the grass looks well maintained and presentable. All turf mowing in this contract shall be performed with power-propelled mowers equipped to mow and collect or mulch clippings in one operation. The mowers shall be properly maintained and inspected to provide a smooth even cut. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

The Contractor shall promptly remove gasoline, benzene, other combustible materials, oils, solvents, chemical soil, debris, or other materials spilled, dumped, or otherwise deposited on public streets or other public thoroughfares by removing from the project site area and legally disposed.

2. STRING TRIMMING

The Contractor shall provide the following String Trimming services to the Project Site:

The Contractor shall, after each grass mowing, use a string trimmer in a manner that provides consistent turf height with adjacent turf. Contractor shall trim around all areas not covered by mowers, including trees and shrubs, light poles, street signs, fencing, etc....

3. EDGING

The Contractor shall provide the following Edging services to the Project Site:

The Contractor shall edge the sidewalks and curb lines at least once per month to remove the unwanted growth of grass, weeds, or plants.

4. REMOVAL OF CLIPPINGS

The Contractor shall provide the following Removal of Clippings services to the Project Site:

The Contractor shall remove all clippings from the streets and sidewalks to maintain clear thoroughfares and pedestrian walkways.

5. DEBRIS, LITTER, AND RUBBISH DISPOSAL

The Contractor shall remove and legally dispose of all Debris, Litter, and Rubbish that has been dumped within the Project Site on a **bi-weekly basis**. Contractor shall inspect all streets within the project area on the streets and into the development sites and remove all such Debris, Litter and Rubbish.

6. “AS NEEDED” WORK ITEMS

Upon notification from the Contractor regarding any special services needed to maintain a neat and orderly appearance of the Project Site, the EDC shall have the option to authorize written work orders for any “As Needed” work items. “As Needed” work items include but are not restricted to the following:

a) Weed & Feed Application

- I. The Contractor will provide weed and feed service once a year and up to an additional application at the direction of the EDC Project Manager. Contractor shall provide fertilization at a rate of 1.lb/N per 1000’ sq. ft. Contractor shall provide weed and disease control application to maintain a “Weed Free” and “Disease Free” turf.

b) Weed and Woody Plant Control Services along fence lines (using an appropriate chemical agent)

- I. When using a chemical agent to remove weeds, and woody plants growing through fences. Contractor shall be in compliance with all Federal, State, and local laws and will accomplish by or under the direction of a State of Michigan License Pest Control Operator. Treflan, Casoran and Preen approved weed inhibitors. All other weed and disease control product information to the EDC for review.

c) Other Services

- I. As identified and approved by the EDC.

Insurance Requirements

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

Contractors and all Sub-Contractor's of the Contractor shall be responsible for insuring their own transit coverage to the job site. If off-site storage is required, the Contractor shall provide separate proof of insurance for the entire value of the stored items and provide a safe storage area acceptable to the EDC. Insurance deductibles resulting from transit and off-site storage shall be borne by the Contractor.

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

- 1) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance, with minimum limits of \$500,000.00 for each accident, \$500,000.00 each disease, and \$500,000.00 each disease per employee. The Contractor agrees that it will obtain a similar covenant with respect to Worker's Compensation and Employers' Liability insurance from any consultant or Sub-Contractor retained by it to render any of the Work. The Contractor shall keep this insurance in force and effect until the receipt of final payment.
- 2) The Certificates of Insurance, evidencing such coverage, must be submitted to the EDC prior to the commencement of performance under this Proposal. To the extent obtainable, said policies shall name the EDC as additional insured and be accompanied by a commitment from the insurer.
- 3) Comprehensive General Liability insurance, which conforms to the following requirements: the minimum policy limits shall be \$2,000,000.00 each occurrence for bodily injury and for property damage, \$2,000,000.00 aggregate, with a \$1,000,000.00 excess. This insurance shall be kept in force and effect for the entire term of this Proposal.
- 4) Automobile liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000.00 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. The Contractor shall keep this insurance in force and effect until receipt of final payment.

If during the term of this Proposal, changed conditions or other pertinent factors should, in the reasonable judgment of the EDC, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand by the EDC such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected under valid and enforceable policies, issued by insurers registered to do business in the State of Michigan, of

recognized responsibility, which are well-rated by national rating organizations and are acceptable to the EDC.

The provisions under this section requiring the Contractor to carry the insurance described herein shall not be construed in any matter as waiving or restricting the indemnification, obligation, or any other liability of the Contractor under this Bid Package.

Except for Workers' Compensation Insurance, all policies of insurance required hereunder shall name The Economic Development Corporation of the City of Detroit the policy holder and The Economic Development Corporation of the City of Detroit and the City of Detroit as additional insured. These policies shall provide that insurance provided to the additional insured's shall be primary and non-contributory with respect to the additional insured's.

The Contractor agrees that it will require each Sub-Contractor or consultant utilized by the Contractor in connection with the Work to maintain adequate insurance for its respective job, naming The Economic Development Corporation of the City of Detroit the policy holder and The Economic Development Corporation of the City of Detroit and the City of Detroit as additional insured's. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

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

Bid Form

Name of Bidder: _____

Bidder's Home Office Address: _____

Name of Bidder's Authorized Contact for this Bid: _____

Bidder's Telephone No: _____ Fax No. _____

Bidder's Email Address: _____

BASE BID

The undersigned, referred to as the Bidder, having examined the Bidding Documents, hereby proposes to furnish all necessary and incidental labor, materials, tools, equipment, permits, fees, inspections, notifications, services, all applicable taxes, insurance, construction administration and supervision required to complete the Work in connection with the Bidding Documents for the following not to exceed prices of the services.

These stated amounts include the Base Bid (all bonds, fees, inspections and permits required by the Bidding Documents and the complete performance of the Work).

A Contractor's unit price Bids shall be for one (1) season. However, it is EDC's intention to enter into a two (2) year Contract with the Contractor, utilizing the Contractor's Bid amounts as a basis for the second year.

The EDC may remove any project location from the Scope of Work or reduce the size of any project location within the Project Site at any time before or after the Bid award and for any reason. Fixed prices indicated below will be adjusted accordingly.

Please provide fixed unit prices for the Work in the locations delineated within the Project Site:

(The Project Site is depicted on Attachment A; the Work is to be performed within the highlighted areas. Approximately 11.8 acres)

BASE BID ITEMS	<u>Quantity</u>	<u>Unit Price each</u>	<u>Subtotal</u>
A. Initial Spring Landscape Mowing, String Trimming, Edging, Litter & Debris Disposal and Removal of Clippings, Bulk Trash Removal:	One (1) time	\$ _____	\$ _____
B. Landscape Mowing, String Trimming, Edging and Removal of Clippings: Project Site (depicted by the highlighted regions on Attachment A):	<u>Up to 14 add'l mowings, each at the direction of the EDC.</u>	\$ _____	\$ _____
C. Bulk Trash Removal (tires, fuel tanks, paint, furniture, boats, etc.)	Nine (9) times	\$ _____	\$ _____
TOTAL BASE BID AMOUNT			\$ _____

	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
REQUIRED UNIT PRICES (on as directed basis)			
Weed and Feed: Project Site (depicted by the highlighted regions on Attachment A):	Per Acre	\$ _____	\$ _____
Weed Removal Services Along Fence Lines: Project Site (depicted by the highlighted regions on Attachment A).	Per 500 Linear Foot	\$ _____	\$ _____

Add/Deduct: Landscape Mowing, String Per Acre \$ _____ \$ _____
Trimming, Edging Litter & Debris
Disposal and Removal of Clippings:

“AS NEEDED” WORK ITEMS

The EDC shall have under the unit price proposal the option to authorize written work orders for any “As Needed” Work items. “As Needed” Work items include but are not restricted to the following:

- 1. Weed & Feed**
- 2. Weed Removal Services**
- 3. Other Services**

Unit Price descriptions and specifications for these work items are provided in Section IV, Execution of Work Items, #6.

Bidder is also required to attach to the Proposal a current fee schedule for other services commonly provided by the Bidder. All prices contained on the submitted fee schedule will be considered fixed.

STARTING AND COMPLETING WORK

The undersigned declares and promises that if the Bidder is awarded the Work based upon their Bid, Bidder is prepared to and will start the Work upon the receipt of a Notice to Proceed from the EDC.

PLAN OF WORK

In demonstration of Bidder's commitment to complete the Work as indicated in the Bid, the Bidder offers the following information relative to Bidder's plan for executing the Scope of Services elaborated in the Contract, including the timeline for the work, materials to be used, the number of pieces, type and make of equipment to be used, the number and type of manpower to be used (operators, laborers, foreman, supervisors, etc.) (attach additional sheets if necessary).

Bid Signatures – next page

BID SIGNATURE PAGE

NAME OF BIDDER: _____
(Please Print Full Legal Name)

BUSINESS ADDRESS: _____
(Number and Street)

(City) (State) (Zip Code)

PAYMENT ADDRESS: _____
(if different than above) (Number and Street)

(City) (State) (Zip Code)

FEDERAL TAX IDENTIFICATION NO.: _____

CHECK ONE:

_____ CORPORATION, incorporated under the laws of the State of _____

If not a Michigan Corp, are you licensed to do business in the state of Michigan? ___YES ___NO

If No the bidding entity is:

- _____ A PARTNERSHIP
- _____ A JOINT VENTURE
- _____ AN INDIVIDUAL DBA _____
- _____ A LIMITED LIABILITY COMPANY

THIS BID MUST BE SIGNED BY AN AGENT OF THE ENTITY. The Undersign certifies that he / she is an authorized agent of the Bidding entity.

Signed on _____, 2024

SIGNED: _____

PRINT NAME: _____

TITLE: _____

AFFIRMATION OF BIDDER

The Bid submitted by the undersigned is for the described Work and in accordance with the terms and conditions set forth in the Bid Documents.

The undersigned hereby proposes to furnish all materials, equipment, supplies and labor necessary to perform and fully complete the Work required by the contract documents for which fixed Unit Prices are herein submitted.

The undersigned agrees that any incidental work required to perform and complete the Work not specifically mentioned in the fixed Unit Prices submitted herein shall be deemed to be incidental to those respective units and no claim for additional payment shall be made.

The undersigned understands that the material quantities stated in the Unit Price fee schedule, if any, are subject to change, and the undersigned hereby agrees, in any event, to perform all quantities of work in accordance with the requirements of these Bidding Documents at the Unit Prices listed in the Unit Price fee schedule.

Witnessed by:

	(Bidder)
	(Signature)
	(Title)
	(Date)

AFFIDAVIT OF NON COLLUSION AND NON CONFLICT OF INTEREST

STATE OF MICHIGAN)
)SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that:

(1) He / She is _____, of _____.
(DBRA, Partner, Officer, Agent, Member)
(Proposer)

(2) Proposer is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances in connection with the same;

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

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

(5) The Proposer has no conflict of interest with any federal, state, or local governmental agencies or any persons in connection with the Work specified in this RFP.

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public, Wayne County, Michigan

My Commission Expires: _____

INSURANCE CERTIFICATION

The Proposer hereby certifies that we will furnish the required insurance coverage, as described in the Contract Agreement, Section IV, Subsection H-09.

INSURANCE CARRIER:

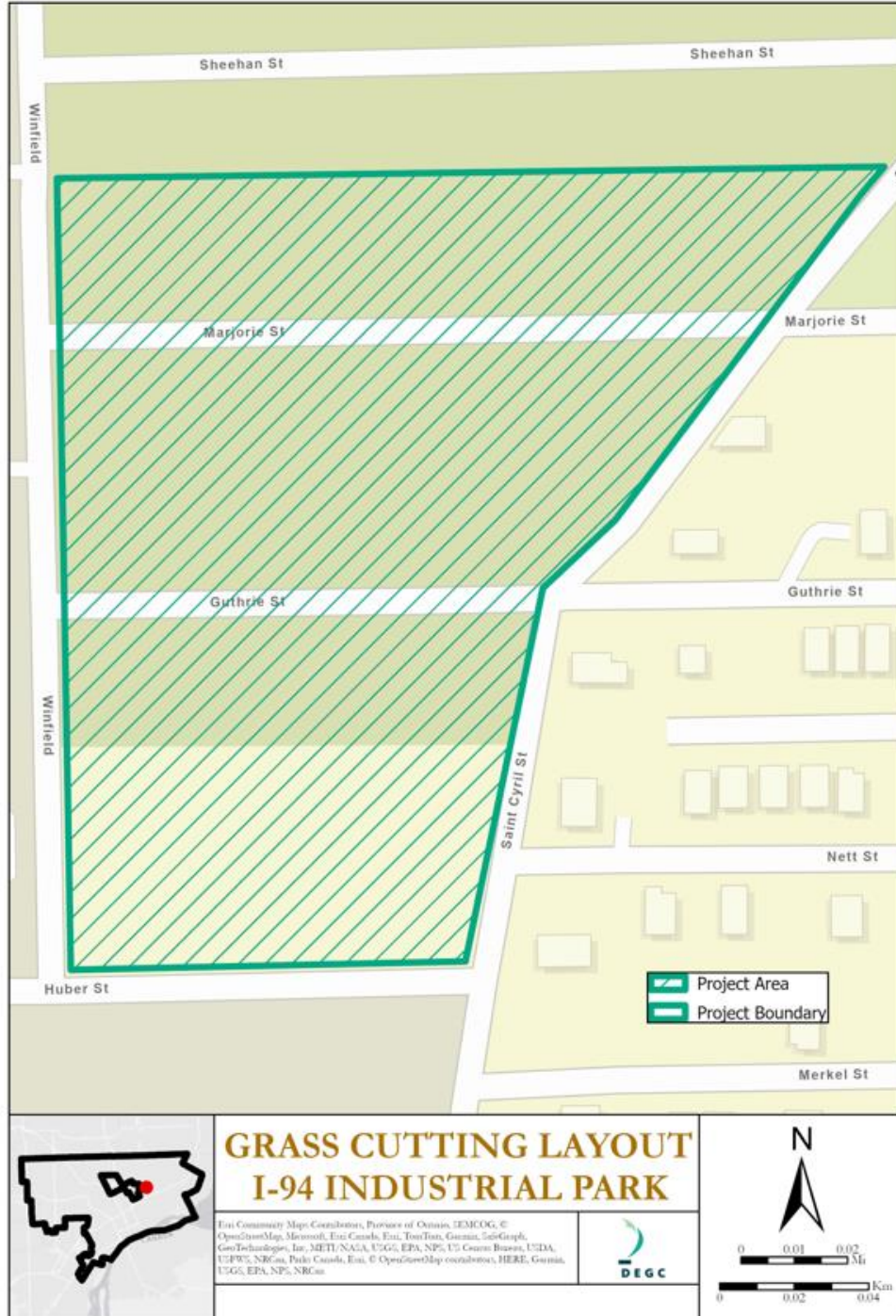
ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

CONTACT PERSON:

ATTACHMENT A: GRASS CUTTING LAYOUT FOR I-94 INDUSTRIAL PARK



ATTACHMENT B CITY OF DETROIT TAXPAYER CLEARANCE

9/15/21, 10:25 AM

Clearances - Income Tax and Accounts Receivable | City of Detroit



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

CLEARANCES - INCOME TAX AND ACCOUNTS RECEIVABLE

Clearances

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

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

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

9/15/21, 10:25 AM

Clearances - Income Tax and Accounts Receivable | City of Detroit

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

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

Page 1 - Application Information

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

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

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

Individual

Individual Clearance Application

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

Business

Please select the type of business entity that is applying.

Corporation

Corporate Clearance Application

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

Partnership

Partnership Clearance Application

9/15/21, 10:25 AM

Clearances - Income Tax and Accounts Receivable | City of Detroit

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

Sole Proprietor/Single Member LLC

Sole Proprietor/Single Member LLC Application

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

Limited Liability Company (LLC)

LLC Clearance Application

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

Nonprofit

Nonprofit Clearance Application

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

Estate/Trusts

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

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

If you have any additional questions please contact:

Clearance Unit

(313) 224-3560

CityofDetroitClearances@detroitmi.gov

CONTACTS

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

3/4

9/15/21, 10:25 AM

Clearances - Income Tax and Accounts Receivable | City of Detroit



Clearance
(313) 224-3560

CityofDetroitClearances@detroitmi.gov



Office of the CFO - Office of the Treasury Coleman A. Young Municipal Center 2 Woodward Avenue - Suite 130 Detroit, MI 48226 [313-224-3560](tel:313-224-3560)

• Monday - Friday, 8:30 am – 4:30 pm



[City of Detroit CFO](#)

ATTACHMENT C TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION – W-9 FORM

Form W-9 (Rev. March 1994) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give form to the requester. Do NOT send to the IRS.																																								
Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)																																									
	Business name (Sole proprietors see instructions on page 2.)																																									
	Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other																																									
	Address (number, street, and apt. or suite no.)																																									
	City, state, and ZIP code	Requester's name and address (optional)																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		List account number(s) here (optional)																																								
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> </tr> </table> OR Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> <td style="border: 1px solid black; width: 10px; text-align: center;"> </td> </tr> </table>																																										Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)
Part III Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. Certification instructions. —You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)																																										
Sign Here	Signature	Date																																								
Section references are to the Internal Revenue Code. Purpose of Form. —A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding. Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. What is Backup Withholding? —Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if: 1. You do not furnish your TIN to the requester, or 2. The IRS tells the requester that you furnished an incorrect TIN, or 3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or 4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or 5. You do not certify your TIN. See the Part III instructions for exceptions. Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9 . How To Get a TIN. —If you do not have a TIN, apply for one immediately. To apply, get Form SS-5 , Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4 , Application for Employer Identification Number (for businesses and all other entities), from your local IRS office. If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.																																										

ATTACHMENT D

CONTRACT

BETWEEN

THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT

AND

_____.

- A. PARTIES OF THIS CONTRACT
- B. THE WORK
- C. CONTRACT TIME, STARTING AND COMPLETING
- D. SUBSTANTIAL COMPLETION
- E. FINAL COMPLETION/FINAL CLEANING
- F. PAYMENT
- G. SPECIAL REQUIREMENTS
 - 1. Schedule
 - 2. Submittals
 - 3. Changes in the Work
 - 4. Clean up
 - 5. Safety
 - 6. Equal Employment Opportunity & Anti-Discrimination Practices
 - 7. Indemnity and Hold Harmless
 - 8. Recourse by the EDC
 - 9. Termination for Convenience
 - 10. Insurance
 - 11. Integration and Amendment
 - 12. General
 - 13. Order of Precedence
 - 14. City Council Audit
 - 15. Extent of Agreement
 - 16. Government Regulations
 - 17. Contractor Warranties
 - 18. Subcontracts
 - 19. Other Contracts
 - 20. Permits and Notifications
 - 21. Subsurface Conditions
 - 22. Notices

SIGNATURE PAGE

ATTACHMENT A – PAYMENT PROCEDURES

ATTACHMENT B – PROJECT SITE

ATTACHMENT C – SCOPE OF SERVICES

ATTACHMENT D – GENERAL REQUIREMENTS

ATTACHMENT E – FIXED FEE SCHEDULE

ATTACHMENT F – CONTRACTOR'S PROPOSAL DATED _____, 2024

SAMPLE

A. PARTIES TO THIS CONTRACT

This "Contract" is effective and is in full force as of the ____ day of May in the year 2024 (the "Effective Date"), between **The Economic Development Corporation of the City of Detroit**, hereinafter referred to as the "EDC", with its principal offices at 500 Griswold Street, Suite 2200, Detroit, Michigan 48226, and **CONTRACTOR**, a Michigan corporation, hereinafter referred to as the "Contractor", with its principal offices located at 22932 Rasch Drive Clinton Township, MI. 48035, for the Contractor's performance of the "Work" specified herein and payment of the Contract Value indicated in Subsection F below for the Work properly executed and completed in accordance with this Contract.

B. THE WORK

The Contractor, having submitted a Bid in response to and in accordance with the EDC's solicitation dated March 21, 2024 and identified as "CD03212024- I-94 Industrial Park 2024 Landscape Services", the Contractor agrees to furnish to the EDC all labor, materials, tools, equipment and supervision necessary for and incidental to the proper execution and full completion of the Work set forth in Exhibit C attached hereto, "Scope of Services".

The term "Work" as used herein means the provision by the Contractor of all labor, materials, tools, equipment, permits, fees, inspections, notifications, services, and coordination necessary to complete the Scope of Services of this Contract and the Contract Documents enumerated below, which constitute the entire basis of this Contract between the EDC and the Contractor. The following documents are hereinafter referred to collectively as the "Contract Documents" and are incorporated by reference into this Contract:

- a) This Contract and any amendments to this Contract;
- b) Addenda as indicated in the Bid Proposal, if issued;
- c) Bulletins and Change Orders, if issued;
- d) The Contractor's Bid dated _____, 2024 (the "Bid"), attached hereto as Attachment "F"; provided, however, that only those portions of the Bid authorized by EDC Delegation of Authority, and the other Contract Documents shall be deemed part of the Contract Documents;
- e) Those documents listed in Subsection G below not otherwise listed in this section.
- f) The map of the Project Site (as defined below), as included in Attachment B.

C. CONTRACT TIME, STARTING AND COMPLETING

This Contract shall be in effect from the Effective Date until November 30, 2024, unless terminated earlier by the EDC. The Contractor agrees to start immediately, upon written notice by the EDC, the performance of the Work and diligently pursue the completion of the Work in accordance with a Project Schedule acceptable to and approved by the EDC.

The Contractor shall carry out the Work, in accordance with the Project Schedule, including any phasing of operations, continuously without unscheduled stoppage so that all items of the Work are totally complete, including punch list work, in accordance with the agreed Scope of Services. The Contractor's responsibility to complete the Work in accordance with the Project Schedule shall not relieve the Contractor from the responsibility to coordinate the Work with the EDC or City Departments, as necessary, to sequence the Work, including interrupting the Work as required by the EDC. All Work shall be conducted at the I-94 Industrial Park (the "Project Site"), which Project Site is more particularly described in Attachment "B" attached hereto.

D. SUBSTANTIAL COMPLETION

Substantial Completion of the Work shall apply to any "As Needed" work, as that term is defined in the Scope of Services, only that Owner authorizes in writing, and means the point at which all the as needed

work is complete to allow the EDC to use the Work for the purposes for which it is intended. As this Contract is for Maintenance Services, all Work under the Scope of Services, Section III, will be inspected and accepted on an ongoing basis by the EDC and Contractor.

When the Contractor considers that the "As Needed" work, or a designated portion thereof which is acceptable to the EDC is substantially complete, as defined above, the Contractor shall prepare for submission to the EDC a list of items to be completed or corrected. The EDC shall review the Contractor's list of outstanding Work, inspect the Work to establish the list's completeness, and shall add any outstanding Work to the list, as the EDC deems appropriate. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all of the Work. When the EDC, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, the Contractor will then prepare a Letter of Substantial Completion establishing the date of Substantial Completion, subject to the acceptance of the EDC. Each Letter of Substantial Completion shall detail the responsibilities of the EDC and the Contractor for security, maintenance, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Work shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Letter of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the EDC and the Contractor for their written acceptance of the responsibilities assigned to them in such letter.

E. FINAL COMPLETION/FINAL MAINTENANCE

The Contractor shall notify the EDC in writing when the "As Needed" work, including all punch list items, is totally complete and ready for final inspection. After satisfactory final inspection of the Work, final payment will be made in accordance with this Contract. The Contractor shall achieve final completion no later than five (5) calendar days beyond the date of Substantial Completion. The Contractor shall remove all equipment, tools and excess materials and arrange and schedule the final cleaning of the Work with the EDC after the completion of the Work.

F. PAYMENT

In consideration of the Contractor's full and complete performance of the Work called for in this Contract, the Contractor shall be paid a total amount not to exceed the sum of _____ **dollars (\$_____)** ("Contract Value") for the 2024 season. The Contract Value is based on the unit prices set forth in Attachment F, and shall be distributed to the Contractor by the EDC in accordance with the terms and conditions set forth in Attachment A "Payment Procedures". The amount of the Contract Value may only be modified in writing by the EDC.

G. SPECIAL REQUIREMENTS

1. SCHEDULE

Time is of the essence for completion of this Contract. Upon written notice to proceed, the Contractor agrees to be immediately prepared to commence the Work, and to perform, in a punctual and diligent manner, all parts of the Work. The Contractor shall not commence the performance of the Work until given authorization by the EDC.

The Contractor shall coordinate all the Work to the Project Response Requirement, as follows: The Contractor is required to respond with all the personnel and equipment required to accomplish the Work, to be essentially complete before 6:00 p.m., Monday through Sunday. The Project Response Requirement may be changed by the EDC as deemed necessary or convenient to the benefit of the completion of the Project. The Contractor agrees to, as a material obligation of this Contract, attend meetings and make sufficient inspections of the progress of the Project; to coordinate the Contractor's Work at all times with

the progress of the Project and will, upon the Contractor's initiative, confer with the EDC so as to plan the Work in coordinated sequence with the work of the EDC and others, and be prepared to perform expeditiously the Work at the time most beneficial to the completion of the Project. Nothing contained in this section shall be construed to obligate the EDC to direct or coordinate the Contractor's Work.

If the Contractor is not in default in any of the provisions herein, the EDC may, at its reasonable discretion, expedite the completion of the Work or portions thereof. Contractor agrees that no overtime charges will be applied to this Contract, and all invoicing will reflect the hourly and unit rates indicated in its proposal.

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

2. SUBMITTALS

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

Approval of submittals by the EDC, and/or the City shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the required specifications nor does it relieve the Contractor of its responsibility for the Work. All submittals shall be transmitted via the most rapid method (i.e., overnight mail, e-mail, or hand delivery) to the responsible reviewers as designated by:

**The Economic Development Corporation of the City of Detroit 500 Griswold Street, Suite 2200
Detroit, Michigan 48226 Attn: Cleveland Dailey
cdailey@degc.org**

3. CHANGES IN THE WORK

The Contractor agrees, without nullifying any portions of this Contract, to incorporate revisions or changes to the scope of the Work made by written work orders from the EDC. The Contractor agrees to provide, as a part of this Contract, price quotations for changes in the Work, proposed or directed by the EDC. The Contractor agrees to provide such quotations within five (5) days or less, as required by the nature of the change. The Contractor agrees to provide a detailed breakdown showing differences in quantity, and value of labor, equipment, and material involved. Whenever possible, the cost submitted shall be based on the item prices provided in the Bid Proposal. The Contractor will be required to furnish one (1) original and three (3) copies of each quotation for changes in the Work, whether in the form of a Bulletin, Clarification, or Field Order, which must be itemized in detail as to quantity and pricing to permit checking.

Should the EDC, because of the nature of the change, direct changes in the Work to be performed on a time and material basis in lieu of item prices, or for a negotiated lump sum, and so notifies the Contractor in writing, the Contractor shall perform the changes in the Work at actual net cost plus overhead and profit

with or without a maximum guarantee total cost agreed to, at the EDC's option. Overhead and profit shall be charged at the same rate as applied to the rest of the Work under this Contract. Charges for time and material must be supported by records, including certified payrolls, checked and approved daily by the EDC's authorized representative or designee. The Contractor and its subcontractors will permit the EDC and the City of Detroit to audit its books, records, estimates, orders and files, as necessary to check the actual cost of the changed Work involved with time and material charges.

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

4. CLEAN UP

If Contractor brings in materials to accomplish the Work, Contractor shall clean up and legally remove the Contractor's debris from the Project sites and adjacent public streets accessing the Project on a daily basis, including the removal of any and all debris or accumulated mud tracked onto adjacent streets and roads by the Contractor's vehicles, due to the Contractor's Work and/or having been created by the Contractor's work force. Should the Contractor fail to do the required cleanup work within twenty-four (24) hours of written request, the Contractor agrees that the EDC may supplement the Contractor's cleanup effort and deduct the cost from the Contract Value without the concurrence of the Contractor.

5. SAFETY

The Contractor shall, at its own cost and expense, protect its own employees, the employees/consultants/agents of the EDC, and all other persons from risk of death, injury, or bodily harm arising out of or in any way connected with the Work performed under this Contract. The Contractor shall strictly comply with all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety jurisdiction over the work, including, but not limited to, the federal and state OSHA regulations.

The Contractor shall indemnify and save harmless the EDC, its agents, and the City of Detroit from and against any liability, loss, cost, damage, or expense, including attorneys' fees, suffered or incurred as a result of any cause of action, proceeding, citation, or Work stoppage arising out of, or in any way connected with, the alleged violation by the Contractor's work force of any such safety order, rule, regulation, or requirement, whether such violation is ultimately proved or not.

In the event the EDC finds the Contractor's work force in violation of any safety laws or regulations, notice will be given to the Contractor for immediate correction. If the Contractor does not immediately commence to cure the violation and continue to cure the violation without any delay whatsoever, the EDC may invoke the provisions of Subsection G-8, except that the forty-eight (48) hours written notice requirement will not be required.

6. EQUAL EMPLOYMENT OPPORTUNITY & ANTI-DISCRIMINATION PRACTICES

a. Compliance with Fair Employment Laws. The Contractor agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Contractor shall promptly furnish any information requested by the City or its Human Rights Department with respect to this Subsection 6-a.

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

c. Targeted Business Participation (Executive Order No. 2003-4). The Contractor agrees that it shall comply in the performance of the Work, and shall require any and all subcontractors hired to perform portions of the Work to comply with City of Detroit Executive Order No. 2003-4.

d. Executive Order No. 2016-1. The Contractor agrees that it shall comply in the performance of the Work, and shall require any and all subcontractors hired to perform portions of the Work to comply with City of Detroit Executive Order No. 2016-1.

e. Reporting. Upon commencement of the Work, the Contractor shall thereafter submit to the City of Detroit Human Rights Department monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2016-1 and from and after the commencement of the Work quarterly written reports evidencing its compliance with Subsection 6-d above, in each case as provided in this Subsection G-6.

f. Notice to Subcontractors. The Contractor shall notify any subcontractor of its obligations under this Subsection G-6 when soliciting subcontractors and shall include all applicable provisions of this Subsection G-6 in any subcontract related to the Work. The Contractor shall take such action with respect to any subcontract as the City of Detroit may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.

A breach of the terms and conditions of this Subsection G-6 may be regarded as a material breach of this Contract.

7. INDEMNITY AND HOLD HARMLESS

a. Indemnity Agreement.

To the fullest extent permitted by law, Contractor shall save, defend, indemnify, and hold harmless the EDC, the City of Detroit, their consultants, and their agents, employees, invitees, and guests, from and against any claim, damage, loss, suit, action, administrative proceeding, demand, judgment, royalty, interest, lien, cost, expense, or any liability (including actual attorneys' fees) of whatsoever kind or nature, whether arising before, during, or after completion of the Contractor's Work, directly or indirectly caused by, arising out of, resulting from, or occurring in connection with this Contract or the Work of the Contractor, or its agents, employees, or anyone for whose acts they may be liable (including, but not limited to, any environmental release, threatened release, exacerbation, damage or contamination).

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

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

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

b. Hold Harmless Contract

The Contractor shall assume liability and indemnify the EDC, and the City of Detroit and their consultants from and against any liability and all loss, costs, damages, expenses, including actual attorneys' fees, on account of claims for personal injury, including death, sustained by any person or persons whomsoever, including employees of the Contractor, and for injury to, or destruction of property of a person or organization including all equipment or materials brought onto the Project site by the Contractor, its agents, employees or invitees, including loss of use thereof, arising out of the performance of the Work under this Contract, excepting only a loss caused solely and exclusively by the fault or negligence of the EDC.

The Contractor shall secure and maintain all equipment and materials brought onto the Project sites by the Contractor its agents, employees or invitees and shall hold the EDC, and the City harmless against any and all liability, damage, actions, claims, demands or costs of any kind related in whole or in part to maintenance, security or existence of said equipment or materials.

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

- (i) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any state, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.
- (ii) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work.
- (iii) All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with respect to all persons; by whomsoever employed, engaged in the Work to be performed, and furnished under this Contract.

8. RECOURSE BY THE EDC

If the Contractor defaults or at any time fails in any respect to properly and diligently prosecute the Work covered by this Contract, or is unable to supply a sufficient number of properly skilled trades or materials of proper quality to maintain the sequential progress of the Work, or is adjudged as bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for benefit of creditors without the EDC's consent, or fails to make prompt payment to material men and laborers, or otherwise fails to perform fully any and all of the covenants herein contained, the EDC may, after giving twenty-four (24) hours written notice to the Contractor, secure and provide from any reasonable source supplemental

labor, supervision, equipment, and materials, or make payments as may be deemed necessary by the EDC, in its sole and absolute discretion, to complete the Work. Any such supplemental provisions undertaken by the EDC in an attempt to remove delays in the progress of the Project caused in whole or in part by the Contractor's delinquent prosecution of the Work, shall not relieve the Contractor from its responsibility to complete any and all portions of the Work in accordance with this Contract.

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

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

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

Should the Contractor default in the proper and/or timely performance of the Work, thereby causing delay to work by others, the Contractor shall be liable for all loss and damages, including liquidated and consequential damages (if any), sustained by the EDC or by others. The Contractor shall be liable, even though such default is caused by strikes, lockouts, Acts of God, or other reasons beyond the control of Contractor, unless the Contractor gives written notice of the delay to the EDC within four (4) days following the start of the alleged occurrence.

The EDC reserves the right to terminate this Contract in the event that any funding agency, including the City of Detroit, terminates the Project, or fire or other catastrophe destroys the Project. In the event of such termination, the Contractor shall be entitled only to payment in the lesser amount of either:

- a. Cost of the Work actually completed, plus a reasonable percentage of the cost of the Work actually completed for field supervision, overhead and profit.
- b. A percentage of the Contract Value that reflects the value of Work actually completed in proportion to the Contract Value.

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

9. TERMINATION FOR CONVENIENCE

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

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

10. INSURANCE

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

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

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

- 1) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance, with minimum limits of \$500,000 for each accident, \$500,000 each disease, and \$500,000 each disease per employee. The Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation and Employers' Liability insurance from any consultant or subcontractor retained by it to render any of the Services. The Contractor shall keep this insurance in force and effect until the receipt of final payment.
- 2) Comprehensive General Liability insurance which conforms to the following requirements: the minimum policy limits shall be \$1,000,000 each occurrence for bodily injury and for property damage, \$2,000,000 aggregate, with a \$1,000,000 excess. This insurance shall be kept in force and effect for the entire term of this Contract.
- 3) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the

provisions of the Michigan No Fault Insurance Law. The Contractor shall keep this insurance in force and effect until receipt of final payment.

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

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

Except for Workers' Compensation insurance, all policies of insurance required hereunder shall name "The Economic Development Corporation of the City of Detroit" and the "City of Detroit" as additional insured parties. These policies shall provide that insurance provided to the additional insured parties shall be primary and non-contributory with respect to the additional insured parties.

The Contractor agrees that it will require each subcontractor or consultant utilized by the Contractor in connection with this Contract and Project to maintain adequate insurance for its respective job, naming "The Economic Development Corporation of the City of Detroit" and the "City of Detroit" as additional insured parties. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

Endorsements naming The Economic Development Corporation of the City of Detroit and the City of Detroit as additional insured parties shall be provided to the EDC prior to any subcontractor or consultant beginning work on the Project.

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

11. INTEGRATION AND AMENDMENT

All the terms and provisions of this Contract of the parties pertaining to the subject matter hereof are fully set forth herein and no prior understanding or obligation not expressly set forth shall be binding on the parties. If any provision, in whole or in part, of this Contract should be found legally invalid, void, or unenforceable, the remaining provisions of this Contract shall not be affected thereby, and the parties hereto shall, by amendment to this Contract, properly replace such provision with a reasonable new provision which, as far as legally possible, shall approximate what the parties intended by the original provision, to carry out their purpose hereunder. No amendment or modification hereof shall be effective unless made in writing and executed by the duly authorized representatives of both parties.

12. GENERAL

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

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

13. ORDER OF PRECEDENCE

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

14. CITY COUNCIL AUDIT

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

15. EXTENT OF AGREEMENT

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

16. GOVERNMENT REGULATIONS

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

17. CONTRACTOR WARRANTIES

The Contractor shall warrant and represent that all materials and equipment included in the Work or provided as a result of EDC approved Change Orders are new, unless otherwise specified, and that the Work is of good quality, free from improper workmanship and defective materials and in conformance with Contract Documents. Any portion of the Work that does not conform to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the Final Completion Date of the phase in which such portion of the Work is included or for such longer periods of time as may be agreed upon or specified.

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

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

18. SUBCONTRACTS

No portion of the Work may be subcontracted without prior written approval of the EDC. The Contractor shall submit the necessary subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by this Contract. Approval of any subcontractor shall not relieve the Contractor of any responsibilities, duties, and/or liabilities as contained in the Contract Documents.

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

19. OTHER CONTRACTS

The Work of the Contractor is required to be coordinated with that of the EDC, and other contractors that may be employed by the EDC at the site. The Contractor shall fully cooperate and coordinate the Work with the EDC and other contractors in such a manner as the EDC may direct, so that the Work on the entire Project may be performed without delay or interference. No claim for additional costs or damages will be allowed for alleged interference or delay resulting from improper coordination of the Work.

20. PERMITS AND NOTIFICATIONS

The Contractor shall, unless specifically stated otherwise in the Contract Documents, secure and pay for all permits and notifications required for the performance of the Work including permits, soil erosion permits, drain layer permits, street encroachment permits, and any other required permits for the use of chemicals, sprays, fertilizers used in landscaping, inspections, or fees relating to the Work. Permits shall be secured in a timely manner so as not to delay the start of the Work. Delays caused by the Contractor's failure to obtain the required permits in a timely manner shall not be the basis for any schedule extensions or increases in the Contract Value.

21. SUBSURFACE CONDITIONS

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

- a. A subsurface or latent physical condition at the site is differing materially from those indicated in the Bid Documents or this Contract.

- b. An unknown physical condition at the Work site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the Work performed pursuant to this Contract.

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

The Contractor shall be held to have waived its rights for additional compensation and/or extension of time should the Contractor proceed with the Work associated with a claimed differing condition and fail to comply with the prior written notice requirements of this Subsection 21.

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

22. NOTICES

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

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

If to Contractor: _____

Attention: _____
Facsimile Number: _____

(signatures begin on next page)

ACKNOWLEDGMENTS

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

CONTRACTOR, a Michigan Corporation

By: _____

Print Name: _____

Its: _____

**THE ECONOMIC DEVELOPMENT
CORPORATION of the CITY OF DETROIT**
a Michigan public body corporate

By: _____

Print Name: _____

Its: Authorized Agent

By: _____

Print Name: _____

Its: Authorized Agent

Approved as to form only:

By: _____

Paul J Kako, Esq.,
Counsel to the EDC

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit an invoice that will detail the base services and any EDC previously approved changes to Work by Change Order as required by the EDC and/or Funding Source's accounting requirements. The EDC reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the EDC should the Contractor become in default of any of the terms and conditions of the Contract.

Procedure for Monthly Payment Applications

1. The Contractor must provide back up documents for quantities and values to be approved by the EDC, and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved Cost Breakdown the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of Work performed and the associated unit prices.
2. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor to the EDC at the time payment is made. A Final Unconditional Waiver of Lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted at the time final payment is made.
3. A notarized Contractor's sworn statement, showing that all labor and material furnished to the date of request has been paid in full shall accompany each monthly invoice.
4. All Invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

The Economic Development Corporation of the City of Detroit
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
5. Requests for payment for extra Work items will be accepted only when covered by written change orders to this Contract and only when submitted in the appropriate format and after approval by the EDC.
6. Payment will not be made for materials stored off of the Project sites.
7. Should the Contractor fail to comply with steps (1) through (6), the monthly estimate presented to the EDC may not be honored.
8. No payments shall become due under this Contract until:
 - a. This Contract is executed by the Contractor and the EDC;
 - b. Such items as Certificates of Insurance are furnished satisfactory to the EDC;
 - c. Such time as the EDC receives from its Funding Sources funds for the Work performed by Contractor and properly invoiced from Contractor to the EDC.

- d. If the Contractor fails to or is deemed by the EDC to be in willful default of the requirements to comply with the goals set by the City of Detroit's Executive Orders No.2003- 4 and 2007-1.
10. The EDC will pay the Contractor the Value of Work approved by the EDC, less the applicable retainage, for Contractor's approved invoices within thirty (30) days of the receipt, by the EDC.
11. The EDC shall pay Contractor final payment upon completion by the Contractor of all punch-list items, Consent of Surety, warranties and guarantees, and further, upon remittance of final payment from the Funding Source to the EDC.
12. The Contractor expressly understands and agrees that no payments whether for monthly invoices or final payment purposes, will be remitted to Contractor unless the EDC receives payments therefore from the Funding Source. If Funding Source:
 - a. breaches its funding agreement with the EDC;
 - b. is judged bankrupt;
 - c. files for protection under applicable "Chapter 11" status; and/or
 - d. For whatever reason ceases its functioning as called for in its funding agreement with the EDC, then the Contractor agrees that no further payments to the Contractor will be due under this Contract.
13. Notwithstanding anything to the contrary contained in this Contract, no application for payment of Services performed pursuant to Attachment C to this Contract, Scope of Services shall be processed for payment or paid unless the application is accompanied by the written authorization of the EDC Project Manger.

ATTACHMENT B

PROJECT SITE

The I-94 Industrial Park is generally bounded by Sheehan Street on the north, St. Cyril Avenue on the east, Winfield Avenue on the west, and Huber Street on the south (the "Project Site").



SAMPLE

**ATTACHMENT C
SCOPE OF WORK**

I. GENERAL DESCRIPTION

The Work to be performed by the Contractor shall consist of furnishing all necessary materials, labor, equipment, tools and supervision required to properly execute the maintenance (Landscape Mowing, String Trimming, Edging, Removal of Clippings, Debris, Litter, and Rubbish Disposal) services described herein (the "Maintenance Services").

The Work is to be performed throughout all highlighted regions on the Map of Project Site (Attachment A). This depicts the collective areas which make up the Lawn Cutting Region Areas. Each region extends from the street curb line, to either an adjacent street curb line or designated property line, as shown on the Lawn Cutting Region Area map (Attachment A).

The Contractor shall be responsible to replace or repair any material damaged as a result of Contractor's activities or neglect. Contractor shall immediately replace all damaged material.

II. WORK ITEMS

The Scope of Work for the Project Site shall generally consist of the following:

- 1. Landscape Mowing**
- 2. String Trimming**
- 3. Edging**
- 4. Removal of Clippings**
- 5. Debris, Litter, and Rubbish Disposal**

III. HOURS OF OPERATION

The Contractor shall provide maintenance services between the hours of 8:00 AM and 4:00 PM, Monday through Sunday.

The Contractor shall have the responsibility to receive and to respond to calls in a timely manner from the EDC during business hours.

ATTACHMENT D

GENERAL REQUIREMENTS

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

A. KEY PERSONNEL

The EDC will inform the Contractor in writing of the name, and telephone number of the EDC Project Manager, who shall have full authority to coordinate the Contractor's responsibilities and interface with the Contractor in the daily performance of this Contract, and provide effective and systematic monitoring of all aspects of landscape and site maintenance service.

The Contractor shall provide an office or employee as Contract Manager. The Contract Manager shall be required to attend scheduled meetings with the EDC personnel, provide overall management and coordination of this Contract, and shall act as the central point of contact.

- a. He/she must have demonstrated (3) years previous experience in the supervision of first class quality landscape maintenance services in a similar size facility.
- b. The Contract Manager shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- c. The EDC shall have sole discretion to approve the Contract Manager and any replacement recommended by the Contractor.
- d. The Contractor shall ensure that, during working hours, employees are dressed in uniforms with company identification and name patches. All vehicles and equipment used to perform the landscape and site maintenance for this Contract shall be clearly marked with company identification and landscape license tags.

B. CONTRACTOR'S QUALIFICATION STATEMENT REQUIREMENTS

The Contractor must fulfill the requirements listed in Attachment F – Contract Proposal Form of this Bid Package.

C. QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Contract are met. The plan shall be submitted by the successful bidder upon the EDC's request. An updated copy must be provided to the EDC prior to the contract start date and shall be reviewed periodically or as changes occur. The plan, and any changes thereto, shall be subject to the prior written approval of the EDC. The plan shall include, but is not limited to the following:

1. The methods of identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
2. The methods to assure that provision of services for the EDC will continue in the event of an employee shortage or strike.

The EDC shall monitor the Contractor's performance under this Contract using quality assurance procedures as may be necessary to ascertain Contractor compliance with this Contract.

Performance Evaluation Meetings: The EDC shall meet at least bi-weekly with the Contract Coordinator during the first month of the Contract. The purpose of such meetings shall be the dissemination of information from the EDC to the Contractor, the discussion of policy and procedural matters relevant to the Contractor's performance and the EDC's monitoring function. After the first initial month, coordinating meetings will be held monthly, or as otherwise deemed necessary by the two parties.

D. CONTRACTOR-FURNISHED ITEMS

The Contractor shall furnish all labor, materials, supplies, tools, and equipment necessary for the provision of all landscape and site maintenance services covered by this Contract.

E. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator.

F. SAFETY

The Contractor shall maintain the site free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the EDC.

1. All operations shall be restricted to the limits of work for this Contract.
2. The Contractor shall not enter upon any adjacent property for the purpose of conducting any operations required under this Contract unless the Contractor has obtained written permission from the City.
3. The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the areas.
4. The Contractor shall strictly comply with all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety jurisdiction over the Work, including, but not limited to, the federal and state OSHA regulations.
5. The Contractor shall indemnify, defend and save the EDC and the City of Detroit harmless from any liability, loss, cost, penalty, damage, or expense, including attorneys' fees, which EDC or the City of Detroit may incur as a result of any claim, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by the contractor of any such statute, regulation, order, rule, requirement or standard.
6. Any subcontractors working for the Contractor shall strictly comply with the Contractor's safety program for the project and with all safety policies and procedures of the EDC.

G. MATERIALS

Any contractor supplied materials shall carry two (2) year warranties for plant materials, and carry warrant periods for materials or supplies consistent with industry standard warranty periods.

H. GENERAL SITE OBSERVATION

1. The Contractor shall report any damage which has occurred to any horizontal surfaces (i.e., exposed concrete walks, walks, concrete, etc.) and to any vertical surfaces (i.e., concrete walls, etc.) to the EDC.
2. In addition, the Contractor shall immediately notify the EDC of any damage due to vandalism or malfunctions of the retaining walls, any site lighting, and other system/facilities not necessarily described herein, but required to the full and proper operation of the property site facilities during the regular site visits to perform maintenance work.

I. PRICE ITEMS

1. The "As Needed" Work Items Attachment C Part V requires prior written work order authorization from the EDC before initiating work.
2. Material pricing structure shall be per proposal format, with each price item including all supervision, overhead and profit required.

J. RECORDS OF COST

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

K. CONTRACTOR PARKING

The Contractor shall be responsible for its employees' and subcontractors' vehicles while parked on or off the Project sites. Any vehicle found to be owned by the Contractor's employee or an employee of the Contractor's subcontractor parked illegally may be towed away by the City or the EDC and charged to the Contractor by Change Order. The EDC reserves the right to deny parking privileges on the Project sites to any individual who parks a vehicle improperly or operates any vehicle in an unsafe manner.

L. EXISTING SITE CONDITIONS

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

M. REPLACEMENT OF DAMAGED WORK

The Contractor shall be responsible to pay all costs for the timely (within schedule parameters) replacement or restoration of any portion of the Facility damaged by fire or other cause while services are being rendered to the extent that such damage is a result of the negligence or through the faulty equipment of the Contractor or its subcontractors.

N. EMERGENCIES

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

O. FIRE HAZARDS

The Contractor shall take all necessary precautions to eliminate possible fire hazards and to prevent damage to the Project sites, equipment, and other property. During construction, the Contractor shall provide fire extinguishers and fire hose in accordance with the appropriate OSHA and industry rules and regulations.

P. FLAMMABLE MATERIALS

Gasoline, benzene, other combustible materials, oils, solvents, or chemicals shall not be poured into sewers, manholes, or traps. All casual spills shall be cleaned up immediately, and all contaminated soil removed from the site and legally disposed.

Q. FIRST AID

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

R. HOURS OF WORK

The Contractor shall generally provide services to be substantially complete before 11:00 a.m., Monday through Sunday. The Contractor shall be responsible for contacting in advance all involved parties whenever the Contractor intends to depart from the normal workweek schedule and resolve to the satisfaction of the EDC any reasonable objections. Any costs incurred, due to the failure of the Contractor to properly notify involved parties, shall be paid by the Contractor or deducted from the Contractor's contract amount.

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

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

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

S. BEHAVIOR REQUIREMENTS

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

T. CLEANLINESS OF WORK AND STREETS

The Work and all public or private property used in connection with the Work shall be kept in a neat, clean and orderly condition at all times. No stored materials or unused equipment will be permitted on the site. Waste materials, rubbish and debris shall be removed daily and shall not be allowed to accumulate. No burning of rubbish is permitted.

The Contractor shall not bring soils or other materials onto the site except in strict accordance with the specifications of the Work.

During the performance of the Work, the Contractor shall daily inspect and maintain the Project sites in a clean condition including picking up scattered debris. Should the Contractor fail to maintain proper cleanliness or order on the site, the EDC, upon 48-hour notice to the Contractor, shall arrange for the cleaning and removal of extraneous materials accumulated at the site and shall have the right to deduct the costs incurred from the Contract Value.

Trucks hauling loose material from or to the Project sites shall be tight, and their loads trimmed and tarped to prevent spillage on the public streets. The Contractor will be held responsible to require compliance by

the Contractor's suppliers. The EDC shall have the right to deny site access to any subcontractor or supplier who refuses to comply with this requirement. The Contractor shall clean streets, and sidewalks dirtied by any cause arising from the Contractor's operations. Should the Contractor fail to maintain proper street cleanliness, the EDC, upon notice to the Contractor will clean any such public right of ways and shall have the right to deduct the costs incurred from the Contract value.

U. SECURITY AND PROTECTION

The Contractor shall secure and protect from theft, loss, or damage all materials and equipment used for or relating to the Work.

V. WORKING AREA

All the Work under this Contract shall be performed on the Project sites. The Contractor shall access the Project sites via City streets and rights-of-way.

W. SOIL EROSION AND SEDIMENTATION CONTROL

The Contractor shall abide by the requirements of the "Authorized Public Agency" under the provisions of Section 11 of Act 347 of the Public Acts of 1972, "Soil Erosion and Sedimentation Control Act" as modified or superseded.

The Contractor will promptly remove soil, debris, or other materials spilled, dumped, or otherwise deposited on public streets, highways, or other public thoroughfares by the Contractor's equipment and operations.

X. DISCLAIMER OF SITE INFORMATION

By its own examinations, observations, investigations, and tests, the Contractor shall make its own determination of the existing site conditions.

END OF SECTION.

ATTACHMENT E

FIXED FEE SCHEDULE

Please provide fixed prices for the Work in the locations delineated within the Project Site:

(The Project Site is depicted on Attachment B; the Work is to be performed within the highlighted areas)

BASE BID ITEMS	<u>Quantity</u>	<u>Unit Price each</u>	<u>Subtotal</u>
A. Initial Spring Landscape Mowing, String Trimming, Edging, Litter & Debris	One (1) time	\$ _____	\$ _____

Disposal and Removal of Clippings, Bulk Trash Removal:

B. Landscape Mowing, String Trimming, Edging and Removal of Clippings:
Project Site (depicted by the highlighted regions on Attachment A):

Up to 14 add'l mowings, each at the direction of the EDC. \$ _____ \$ _____

C. Bulk Trash Removal (tires, fuel tanks, paint, furniture, boats, etc.)

Nine (9) times \$ _____ \$ _____

TOTAL BASE BID AMOUNT

\$ _____

	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
REQUIRED UNIT PRICES (on as directed basis)			
Weed and Feed: Project Site (depicted by the highlighted regions on Attachment A):	Per Acre	\$ _____	\$ _____
Weed Removal Services Along Fence Lines: Project Site (depicted by the highlighted regions on Attachment A).	Per 500 Linear Foot	\$ _____	\$ _____
Add/Deduct: Landscape Mowing, String Trimming, Edging Litter & Debris Disposal and Removal of Clippings:	Per Acre	\$ _____	\$ _____

SAMPLE

ATTACHMENT F

See attached Bid Proposal Submitted by Contractor dated _____