



**ECONOMIC DEVELOPMENT CORPORATION  
of the CITY OF DETROIT  
REQUEST FOR PROPOSALS**

**TO PROVIDE  
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES TO PERFORM  
BUILDING ASSESSMENTS  
FOR THE  
SMALL BUSINESS & COMMERCIAL CORRIDOR REVITALIZATION PROGRAM**

February 2, 2017

This Request for Proposal document (“RFP”) invites the submission of proposals to the Economic Development Corporation of the City of Detroit (“EDC”) for the provision of professional design and engineering services. EDC invites qualified professional design and engineering firms to submit proposals incorporating the requirements stated in this RFP document and setting forth phased not-to-exceed amounts for the complete provision of the proposed services.

The services to be proposed are described in the following Parts and Attachments that comprise, together with any addendum subsequently issued in accordance with this document, the basis for the proposal.

PART 0	ADVERTISEMENT
PART I	GENERAL
PART II	ELEMENTS OF THE PROPOSAL
PART III	PROPOSAL FORM & ATTACHMENTS AFFIDAVIT OF NON-COLLUSION AND NON CONFLICT OF INTEREST, REQUEST FOR DETROIT HUMAN RIGHTS DEPARTMENT AFFIRMATIVE ACTION, BIDDER'S INCOME TAX CLEARANCE, W-9 FORM
ATTACHMENT A-1	SCOPE OF SERVICES
ATTACHMENT A-2	SAMPLE PROPERTY / BUILDING ASSESSMENT
ATTACHMENT A-3	STANDARD PROFESSIONAL SERVICES AGREEMENT (FOR REFERENCE ONLY)

## **PART 0 ADVERTISEMENT**

### **Request for Proposals (RFP) For Professional Architectural & Engineering Services to perform Building Assessments for the Small Business & Commercial Corridor Revitalization Program**

The Economic Development Corporation of the City of Detroit (the “EDC”) is soliciting Professional Architectural and Engineering Services to perform Building Assessments for specified buildings in the Detroit area. Interested parties are invited to learn more about the program & submit a complete proposal with proposals.

The RFP will be available on the Detroit Economic Growth Corporation website at [www.degc.org](http://www.degc.org), beginning on February 2, 2017.

Bid Due Date: February 16, 2017 at 5 PM  
**EDC will receive proposals in hard copy AND electronic formats**

Contracting Agency: The Economic Development Corporation of the City of Detroit  
500 Griswold St., Suite 2200  
Detroit, Michigan 48226

Contact: Orza Robertson, Program Manager

Proposals will be evaluated by the EDC to select the most responsive proposal.

To facilitate processing please mark the outside of the envelope as follows: “**Professional Architecture and Engineering Services Proposal.**” The envelope shall also include the proposer’s return address.

Proposers shall submit three (3) hard copies of the proposal in a sealed, opaque envelope marked as noted above. A Proposer may submit the proposal by personal delivery or by mail, but not by facsimile.

All electronic proposals must be submitted in PDF format. Electronic proposals submitted via email should not exceed 20 MB and cannot be submitted in zip file format. If the proposal exceeds 20 MB, the Proposer shall provide a link to a secured site for proposal download (such as Dropbox or Google Drive).

A prime Consultant and/or joint venture partner(s) may only submit one response to this Request for Proposals. A sub-consultant may be a member of several teams making submittals to this RFP.

All firms submitting proposals must agree to comply with the requirements of Fair Employment Practices and the City of Detroit’s Equal Employment Opportunity (EEO) Ordinance and Human Rights requirements.

No submittal may be withdrawn for at least 90 days after the actual opening of the proposal. The EDC reserves the right to waive any irregularity in any proposal or to reject any or all proposals should it be deemed in its best interest.

## **PART I GENERAL**

### **A. PURPOSE**

This Request for Proposal (“RFP”) provides standards and guidelines for the submission of proposals for the selection of professional design and engineering services. EDC invites qualified professional design and engineering firms to submit proposals incorporating the requirements stated in this RFP document and setting forth phased not-to-exceed amounts for the complete provision of the proposed services. This includes the Motor City Match program, as well as new façade improvement program currently under development by the Economic Development Corporation of the City of Detroit (“EDC”). The EDC anticipates issuing a contract for services for approximately a one (1) year period concluding on February 28, 2018, with an option for the EDC to extend the contract for up to one (1) additional one-year period.

One of the main goals of the **Small Business and Commercial Corridor Revitalization Program (the, “Program”)** is to match potential businesses with viable spaces for their particular business venture and to support existing businesses with a brick and mortar presence in Detroit. The Program consists of identifying and matching eligible properties with eligible businesses who want a commercial presence in the City of Detroit. The EDC desires to attract and vet eligible property owners to participate in the Program. This Request for Proposals solicitation is centered on hiring the requisite technical assistance to conduct a thorough analysis of the real estate that will be under consideration through the Program. The EDC is soliciting services from Professional Architecture/ Engineering firms, who will be required to perform up to an estimated one hundred fifty (150) inspections in a 12-month timeframe.

The EDC is requesting that qualified Professional Architect or Engineering firms submit proposals to perform Building Assessments based on the submitted building owners’ applications for adaptive reuse and renovation of their structures. The services contemplated require the Professional Architect/ Engineer to confirm, assess and document the existing conditions of structures specified by the EDC. In addition, make recommendations, prepare summary documents including a prioritized punch list of recommended repairs, and present to the EDC, each participating property owner and/or business owner, and relevant City Departments (if necessary) on how to bring the structure to a condition upon which a certificate of occupancy can be obtained by the property owner. These documents are intended to be incorporated into an overall bidding document to be used by a future tenant, landlord and their respective construction team to install the improvements.

#### Building Assessments

Along with the assessment worksheet (see attachment A-2), the EDC will provide to the Professional Architect/ Engineer a copy of the completed real estate application submitted by each interested building owner to use as part of confirmation and evaluation portion of the building assessment. The building assessment is NOT a certified opinion but more of a preliminary confirmation of the owners’ opinion regarding the condition of their property and its intended use. The ASTM E2018-08 “Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process” should be used as a “reference” when performing the property assessments. Other scope tasks include: conducting a site visit and meeting with building owner to validate the submitted application information, a property walk-through, a preliminary conditions assessment, identification of defects or deficiencies and any significant issues that may impact the redevelopment of the subject property, an estimated remaining service life of existing mechanical, electrical, and plumbing components, photo documentation, a preliminary feasibility assessment for one or more proposed uses and the

upload all findings and data into a website specified by the EDC. The report should include a preliminary opinion of probable restoration / renewal costs based on observed conditions. It is the intent of EDC to receive proposals and for EDC to enter into a contract agreement with the Professional Architect/ Engineer deemed by EDC in its best interests and the most effective respondent(s) to this RFP.

## **B. TIMETABLE**

The EDC and Proposers shall adhere to the following schedule in all actions concerning this RFP:

1. On February 2, 2017, the EDC issues the RFP.
2. On February 13, 2017, deadline for submission of questions and clarifications.
3. On February 14, 2017, EDC publishes responses to questions and clarifications
4. The proposals must be received by the EDC by 5:00 PM on February 16, 2017.
5. The EDC's Selection Committee or Staff will review and evaluate the proposals in a timely manner and select the most qualified proposal. The EDC's Selection Committee or Staff may notify candidates for interviews prior to selection.
6. The EDC may enter into a contract after obtaining appropriate approvals and conducting negotiations at the end of February.

## **C. PROPOSAL SUBMISSION AND WITHDRAWAL**

The EDC will receive proposals in hard copy OR electronic formats.

**Proposals should be addressed as follows:**

Orza Robertson  
Economic Development Corporation of the City of Detroit  
500 Griswold Street, Suite 2200  
Detroit, MI 48226  
orobertson@degc.org

To facilitate processing please mark the outside of the envelope as follows: "Professional Architectural and Engineering Services Proposal." The envelope shall also include the proposer's return address.

Proposers shall submit three (3) hard copies of the proposal in a sealed, opaque envelope marked as noted above. A Proposer may submit the proposal by personal delivery or by mail, but not by facsimile.

All electronic proposals must be submitted in PDF format. Electronic proposals submitted via email should not exceed 20 MB and cannot be submitted in zip file format. If the proposal exceeds 20 MB, the Proposer shall provide a link to a secured site for proposal download (such as Dropbox or Google Drive).

**THE EDC MUST RECEIVE ALL PROPOSALS BY 5:00 PM ON FEBRUARY 16, 2017.**

The EDC cautions Proposers to assure actual delivery of mailed or hand-delivered proposals **directly** to the above-stated address prior to the submission deadline. Telephone confirmation of timely receipt of the proposal may be made by calling 313-963-2940 before the deadline. A proposal received by the EDC after the established deadline will not be considered.

Proposers may withdraw their proposals by notifying the EDC in writing at any time prior to the submission deadline via mail or email. After the deadline, proposals shall become a record of the EDC and will not be returned to the Proposers.

Upon opening, proposals are subject to public disclosure consistent with Michigan law. Proposers must invoke the exemptions to disclosure provided by law and must identify in the proposal the data or other materials to be protected and state both the reasons why such exemption from public disclosure is necessary and the legal basis for such exemption.

## **E. INQUIRIES**

Interested Proposers with questions about the proposal may contact the EDC regarding questions about the proposal via email at [orobertson@degc.org](mailto:orobertson@degc.org). All questions or requests for clarification concerning the meaning or interpretation of this RFP must be received in writing by EDC by February 13, 2017. The EDC will publish responses to all questions or requests for clarification received by February 14, 2017. All questions should be addressed as follows:

Orza Robertson  
Economic Development Corporation of the City of Detroit  
500 Griswold Street, Suite 2200  
Detroit, MI 48226  
[orobertson@degc.org](mailto:orobertson@degc.org)

Subject line: "Professional Architectural and Engineering Services RFP Question"

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the EDC through written communication with the EDC prior to the opening of the proposals.

## **F. ADDENDA TO THIS REQUEST FOR PROPOSAL**

The EDC reserves the right to make written modifications to this RFP. Only the EDC via an addendum shall originate any revisions to this RFP. All firms receiving the RFP shall be notified and issued copies of any subsequent addenda. The proposing Professional Architect/ Engineer shall be responsible to secure the addendum and address all changes in their submitted proposal. Receipt and incorporation of any addendum shall be clearly indicated in the Proposal.

## **G. COMPLETE PROPOSALS:**

The Proposing Professional Architect/ Engineer must submit complete proposals using the format provided in Part II and Part III of the RFP. The submitted proposal shall be executed by an official authorized to submit and bind the proposing Professional

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Architect/ Engineer to the provisions of the proposal. The proposal shall identify the names, addresses, and phone numbers of each person authorized by the proposing Professional Architect/ Engineer to negotiate and execute the proposed contract.

**H. CONFIDENTIALITY OF PROPOSALS:**

Proposals will not be opened in a public opening. Proposals will be opened with reasonable precautions to avoid disclosure of contents and proprietary or confidential information to competing Professional Architect/ Engineers, or the public, up to the notice of award of the contract.

**I. PROPOSAL PREPARATION COSTS:**

The Professional Architect/ Engineer agrees and understands that submission of a proposal responding to this RFP is a voluntary action on the part of the Professional Architect/ Engineer. The EDC will not reimburse any costs incurred by a proposing Professional Architect/ Engineer or any of its consultants (Sub-Consultants”) in the preparation of its proposal or oral presentations for the purpose of obtaining a contract for the services described in this RFP.

**J. ORGANIZATION:**

The proposing Professional Architect/ Engineer agrees to appoint a qualified key individual to coordinate all activities performed and provision of services by the Professional Architect/ Engineer and its Sub Consultant(s) required to complete the proposed services. The Professional Architect/ Engineer’s key individual shall coordinate and report its activities relating to the services provided to EDC. It is anticipated that EDC as Owner will eventually contract for the construction of work designed by Professional Architect/ Engineer pursuant to this Contract. The Professional Architect/ Engineer’s key individual shall assume the duty to keep EDC informed of all issues involving the services provided. The Professional Architect/ Engineer’s key individual shall be responsible for coordinating and obtaining information, access, equipment, materials and labor necessary for the provision of the proposed services.

**K. PROJECT AREA**

The Professional Architect/ Engineer shall provide requested services to investigate and evaluate the property identified as the Project Area described in Scope of Work to this RFP.

**L. RESPONSE TO RFP**

The Professional Architect/ Engineer, responding to this RFP shall:

- Include in the Response to this RFP all information required in Part II – Elements of the Proposal.
- Return (3) hard copies of a completed Response to RFP by the date and time listed in Section C of this RFP.
- Be prepared to attend an interview with EDC within 48 hours after RFP submittal. The interview shall last no longer than 1 hour. The Professional Architect/ Engineer shall discuss its narrative responses, and comparable projects.

## **M. EVALUATION CRITERIA**

The Professional Architect/ Engineer's submittal shall be primarily evaluated on the criteria identified in Part II and information provided in Part III of the RFP.

## **N. FORM OF AGREEMENT & TERMS:**

The form of Agreement between the selected Professional Architect/ Engineer and EDC shall be the Professional Services Agreement (the "Agreement"), included in this RFP as Attachment A-4. The Professional Architect/ Engineer shall acknowledge by the submission of its proposal that the Professional Architect/ Engineer agrees to the terms and conditions stated in the Agreement and this RFP, and that the Professional Architect/ Engineer agrees to execute the Agreement without modification.

## **O. COMPENSATION**

The Professional Architect/ Engineer shall propose line item not-to-exceed amounts for the provision of the proposed services for each of the phased services, as defined in Part III – Proposal Form. The Professional Architect/ Engineer shall be compensated based on an approved monthly invoice for services provided through the last day of the prior month. The total compensation due and payable shall not exceed the not-to-exceed amounts stated in the Agreement without an approved change order. The Professional Architect/ Engineer shall provide with each monthly invoice a detailed summary of the charges in accordance with the Invoicing Terms and Conditions that are contained in the Agreement. The Professional Architect/ Engineer's proposed standard rates shall be the basis for their monthly charges, the rates shall be previously approved but shall not exceed the standard rates published by the Professional Architect/ Engineer and included in the Proposal. The standard rates, presented by Professional Architect/ Engineer as an attachment to Part III - Proposal of this RFP, as approved and incorporated into the Agreement, shall not be increased without the specific approval and change order of EDC for the duration of the Project. Payments shall be made within thirty days after receipt of an approved monthly invoice. EDC at its option may retain up to 10% of the monthly invoice at the discretion of EDC depending on the progress of the services.

## **P. GENERAL REQUIREMENTS:**

During the specified duration for the provision of services, the Professional Architect/ Engineer will arrange and attend meetings, coordinate activities as necessary, and obtain information to complete the scope of services described in Attachment A-1 of this RFP. The Professional Architect/ Engineer shall, without limitations, coordinate its services with the EDC, and when necessary, the City Departments including but not limited to the Mayor's Office, the Buildings and Safety Engineering and Environmental Department ("BSEED"), the Detroit Police Department ("DPD"), Wayne County, the State of Michigan, other private utility companies and their representatives, and contractors as may be necessary for obtaining information pertaining to the scope requirements of the Program. The Professional Architect/ Engineer shall also coordinate with the property owners, its agents or representatives that may be performing or overseeing other work in order to co-determine and coordinate each other's requirements and to incorporate into the services. The Professional Architect/ Engineer

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shall produce and keep written records of all meetings attended and provide, upon request, copies of such written records to EDC.

**Q. INSURANCE REQUIREMENTS:**

The Professional Architect/ Engineer shall include in the Proposal to provide EDC, prior to execution of the contract or commencement of any activities, a certification that the insurance, required in Article 18 of Attachment A-4 is in place and shall be for the duration of this contract, including any extensions of time to the contract, and until the final payment is received by the Professional Architect/ Engineer.

All insurance policies shall name the EDC, and the City of Detroit (the "City"), as additionally insured parties and shall provide as to the additional insureds that the coverage to be provided shall be primary and non-contributory and shall provide 30-days notification-to-all-insured-parties clause prior to any change in the coverage or a termination of the policies.

**R. HUMAN RIGHTS PROGRAM**

The Professional Architect/ Engineer shall include in the Proposal its plan to implement, manage, and assume its obligations contained in Article 19 Attachment A-4.

**S. OWNER'S DELIVERABLES – N/A**

**PART II ELEMENTS OF THE PROPOSAL**

**PROPOSAL CRITERIA**

1. The proposing Professional Architect/ Engineer is requested to deliver 3 signed copies of its proposal to EDC at the address as specified in this RFP. The proposing Professional Architect/ Engineer shall be responsible for the organization and content of the proposal. Each proposer is advised not to include unnecessary sales and presentation information; however, they are requested to submit any relevant information that will enhance or better explain the Professional Architect/ Engineer's capability and methods for providing the requested professional services.
2. Notwithstanding the format utilized, the proposal's narrative shall include, as a minimum, the following elements:
  - a. A statement of Professional Architect/ Engineer's understanding of the project and the Professional Architect/ Engineer's proposals and the capability to perform/provide the scope of work, including:
    1. production of engineering drawings and specifications,
    2. cost estimating/ construction "hard cost" budgeting,
    3. building assessments
  - b. An identification of the key Project principals proposed by the Professional Architect/ Engineer to coordinate the provision of the required services.
  - c. Current workload of project principals and time available to work on the Project.



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- d. A description of the Professional Architect/ Engineer's organization for this Project, its key personnel and Sub Consultants to the Project including resumes of key personnel with descriptions of their experience, registrations and proposals to provide the professional services requested in the Scope of Services. Note: the replacement of key personnel by the Professional Architect/ Engineer, without the prior written consent of EDC, identified in Article 1 of the Professional Services Agreement, attached to and included with the RFP as Attachment A-3, will be considered grounds for termination of an awarded Agreement.
- e. PART III Proposal Form filled out and executed by an authorized representative of the proposing firm.
- f. Professional Architect/ Engineer's list of reference projects offered as evidence of the Professional Architect/ Engineer's prior experience in satisfactorily performing and completing projects with similar scopes of work including project location, contract value, address and phone number of Owner of project.
- g. A standard price list for services normally provided by the Professional Architect/ Engineer and any of its proposed Sub Consultants.
- h. Affidavits and Statements on Professional Architect/ Engineer's letterhead attesting to the following:
- "Statement of Avoidance of Personal and Organizational Conflicts of Interest.
  - Statement and/or evidence that the Professional Architect/ Engineer and its proposed Sub Consultants have or will obtain City Human Resources Department (HRD) Affirmative Action Clearances.
  - Professional Architect/ Engineer of "Non-Collusion and/or Conflict of Interest" that all the prices and information in the Proposal were independently obtained and were not disclosed prior to the award of a contract, and the Professional Architect/ Engineer will not and has not induced any other person or firm to submit, or not to submit a proposal. (mandatory statement on company letterhead; see form included in Part III).
- i. See Exhibit A – Human Rights Clearance Form, W-9, Income Tax Clearance, City of Detroit Executive Order 2014-4 & 2014-5 (Reference Only)
- j. Federal Standard Form SF-330 (pursuant to Item 2g of the Proposal Criteria). Proposals not including these forms, properly executed, are considered not responsive to the RFP and will not be evaluated for both the Professional Architect/ Engineer and its Sub Consultants.

**PART III PROPOSAL FORM**  
and EXHIBIT B of PROFESSIONAL SERVICES AGREEMENT

**PROPOSAL**

The undersigned for the Professional Architect/ Engineer, being familiar with and capable of fulfilling the requirements set forth in all sections of this RFP to provide services necessary to fulfill the Scope of Services, and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all labor, materials, equipment, supplies, transportation and supervision necessary or incidental to the proper and full provision of all services in accordance with the RFP for the not to exceed amounts for each line item as set forth below:

Name of Proposing Professional Architect/ Engineer: \_\_\_\_\_

Professional Architect/ Engineer's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional Architect/ Engineer's Telephone No.: (     ) \_\_\_\_\_

Professional Architect/ Engineer's Fax No.:         (     ) \_\_\_\_\_

This proposal is submitted to:

The Economic Development Corporation of the City of Detroit  
500 Griswold, Suite 2200  
Detroit, Michigan 48226  
Attn: Orza Robertson, Program Manager, orobertson@degc.org

**A. PROPOSAL**

The undersigned, being duly authorized to execute this Proposal on behalf of the Proposing Architect/ Engineer, hereby tenders this Proposal to the Economic Development Corporation of the City of Detroit (herein referred to as the EDC) with offices at 500 Griswold St, Suite 2200, Detroit, MI 48226 for the complete performance of the Services as described in the EDC's Request for Proposals/ Proposals.

**B. BASE PROPOSAL AMOUNT**

Please refer to the project requirements listed in Section 1.0 of the Scope of Services, Attachment 1 of the RFP for a detailed description of the Work and Work product to be completed for the Project by the Professional Architect/ Engineer. Incorporate all Sub Consultant contract values for this phase into the subtotal (if any).

The Proposing Architect/ Engineer, having examined the RFP, hereby proposes to furnish all labor, materials, tools, and equipment including all necessary and incidental supervision, administration, permits, fees, inspections, notifications, services, applicable taxes, insurance, worker protections and public safety protections to perform the Services in strict conformance and as set forth in the RFP Documents for the **firm lump-sum price per task** of: \$\_\_\_\_\_.

**Building Assessment Fee Schedule**

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- a. Scheduling and conducting an initial site visits - property walk-through and meeting with building owner to review and validate the elements of the submitted application
- b. Making a preliminary condition assessment by visually identifying defects, deficiencies, inconsistencies in the application, observable significant issues including possible hazardous materials/conditions that will impact the adaptability or rehabilitation of the building and surrounding property
- c. Observing / inspecting the current operating status and estimating the remaining service life of the existing mechanical, electrical, and plumbing system components
- d. Documenting with digital photos the property & surrounding area, building exterior enclosure, interior components, mechanical / electrical services, special building features
- e. Researching potential historic building, parking / access requirements or code compliance issues
- f. Preparing and assembling a summary report with recommendations and a preliminary “opinion” of probable rehabilitation and required upgrade costs to bring structure to “White Box” status. - **EDC will provide format**
- g. Uploading the generated Work Products, data and assessment findings to a website specified by the EDC – **EDC staff will work with contractor to familiarize with website**
- h. Reimbursable Expense – Mileage, Postage, Copy Fees, Telephone Charges

	<b>Commercial Building Size (Square Foot)</b>	<b>Total Fee for Building Assessment Services Provided</b>
1	Up to 1,500	
2	1,500 to 3,000	
3	3,000 to 5,000	
4	5,000 to 10,000	
5	10,000 to 20,000	
6	20,000 to 50,000	
7	50,000 to 100,000	
8	100,000 or greater	

**Additional Scope Services (If requested)**

- Phase 1 Environmental Report Cost per property  
\$ \_\_\_\_\_
- Phase 2 Environmental Report Cost per property  
\$ \_\_\_\_\_

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- Prepare a site plan, floor plans (all floors and basement), roof plan and four elevations (CAD formatted) cost per property \$ \_\_\_\_\_
  
- 3-D Laser Scanning of interior per property \$ \_\_\_\_\_

A. Add Professional Fees Rate Sheet (Hourly rate/ All Staff) – Separate Attachment

These stated amounts include all allowances, insurance, taxes, bonds, fees and permits required by the RFP and the proper and complete performance of the proposed services in accordance with the RFP. All Reimbursable Expenses are to be considered line item, not to exceed amounts. The above Reimbursable Expenses to be incurred by the Architect/ Engineer in the provision of the proposed services shall be generally defined, listed, and included by Architect/ Engineer as an attachment to EXHIBIT B of the Professional Services Agreement attached to this RFP. If there is a conflict between the written amount and the numerical amount, the written amount shall be deemed controlling.

B. STARTING AND COMPLETING WORK

The undersigned Proposing Architect/ Engineer declares, promises, and certifies that if awarded the contract, Proposing Architect/ Engineer is prepared to mobilize and commence the Services at the Project Area upon the receipt of a Notice to Proceed from the EDC and to substantially complete the Services [Proposing Architect/ Engineer is to propose number of days].

Task 1 Building Assessment \_\_\_\_\_ work days per property

C. PROPOSAL SECURITY AND PERFORMANCE & PAYMENT BONDS – N/A

D. ADDENDA

The Proposing Architect/ Engineer acknowledges receipt of the following Addenda, which specify revisions to the RFP Documents, and states that the costs, if any, of such revisions have been included in the Base Proposal and other prices quoted herein:

Addendum \_\_ dated \_\_\_\_\_  
Addendum \_\_ dated \_\_\_\_\_  
Addendum \_\_ dated \_\_\_\_\_

E. SUB-CONTRACTORS, VENDORS, SUPPLIERS

Proposing Architect/ Engineer proposes to utilize the following entities (subcontractors) in connection with the performance and/or completion of the Work. The Proposing Architect/ Engineer acknowledges the EDC right to reject any or all of the proposed subcontractors for reasonable cause which may include failure to comply from any City of Detroit ordinances or regulations, or to obtain required clearances from the City Departments. [Detroit Headquartered Business (DHB), Detroit Based Business (DBB), Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE)]

**NOTE: SUBCONTRACTOR DOLLAR VALUE SHOULD BE EXPRESSED ON A “PER PROPERTY BASIS”**

(1) Proposed subcontractor: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Subcontract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

(2) Proposed subcontractor \_\_\_\_\_

Type of Work: \_\_\_\_\_

Subcontract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

(3) Proposed subcontractor: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Subcontract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

(4) Proposed subcontractor: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Subcontract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Business Classification (Circle All That Apply) DHB DBB MBE WBE DBE

**I. JOINT VENTURE (For a Joint Venture Proposing Architect/ Engineer Only)**

The Proposing Architect/ Engineer agrees to submit to the EDC, as a condition precedent prior to the receipt and execution of a Contract Agreement, a complete unaltered copy of the Joint Venture Agreement entered into by the Joint Venture

Partners. The Proposing Architect/ Engineer understands that the Joint Venture Agreement form and content is subject to the sole approval of the EDC.

**J. WITHDRAWAL OF PROPOSAL**

The Proposing Architect/ Engineer affirms and agrees that this Proposal shall remain firm and will not be withdrawn for a period of not less than ninety (90) days from the Proposal Due Date unless otherwise stated in the Invitation or Instruction to Proposing Architect/ Engineers

**K. START OF WORK**

The Proposing Architect/ Engineer agrees to start Work immediately upon receipt of a Notice to Proceed from the EDC.

**L. REJECTION OF PROPOSALS**

The Proposing Architect/ Engineer acknowledges and accepts the EDC's right to waive, in its best interest, any informality, abnormality, or irregularity in the RFP/P process and to reject any or all Proposals in whole or in part.

**M. EQUAL OPPORTUNITY REQUIREMENTS**

The Undersigned acknowledges and confirms that Proposing Architect/ Engineer will comply with all equal opportunity and labor requirements described in Section IV, Subsection H-6, Equal Opportunity and Anti-Discrimination Practices, which includes:

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

City of Detroit Executive Order No. 2014- 4 In the performance of the Services, the Contractor agrees to comply with the goals of the City of Detroit's Executive Order No. 2014- 4 dated August 22, 2014, pertaining to the utilization of Detroit-based and small businesses. The Contractor must specify the name(s) of the firm(s), the type of work the firm(s) does and the dollar amount of the subcontract(s).

City of Detroit Executive Order No. 2014-5. The Contractor shall comply with the goals of the City of Detroit's Executive Order No. 2014- 5, dated August 22, 2014, pertaining to the utilization of Detroit-based and small businesses. The Contractor must specify the name(s) of the firm(s), the type of work the firm(s) does and the dollar amount of the subcontract(s).

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

The Proposing Architect/ Engineer shall within 24 hours upon request from the EDC submit the following information to the EDC:

- A copy of the firm's equal employment opportunity policy as officially adopted. This may be a statement on company letterhead and signed by an official, indicating that the firm does not discriminate in its employment practices and takes affirmative action to recruit and hire minority persons as required by Section 2-7-3 of Ordinance 303-H.
- A statement on company letterhead that no Subcontractor will start the Work on the Project until it has been cleared by the City of Detroit Human Rights Department relative to Ordinance 303-H.
- A copy of the firm's Affirmative Action Plan.

N. PROPOSAL SECURITY – N/A

#### O. PROPOSING ARCHITECT/ ENGINEER'S EXPERIENCE

The Undersigned certifies, represents and declares that Proposing Architect/ Engineer is familiar and has prior experience as the primary Contractor on similar Projects with the type, scope and contract value of Work required by this RFP and that Proposing Architect/ Engineer has the necessary finances, cash flows, trade personnel, working organization, expert supervision, and equipment immediately available and capable of mobilizing to the Work site as required and in accordance with the timing set forth in the Contract Documents.

The Proposing Architect/ Engineer offers the following example project(s) as evidence of prior experience in satisfactorily performing and completing General and asbestos abatement projects with similar scopes.

#### WITHDRAWAL OF PROPOSAL

The undersigned agrees that this Proposal will remain firm and will not be withdrawn for a period of ninety (90) days after the proposal due date.

#### REJECTION OF BIDS

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

#### BID SECURITY - Not Required

#### PROFESSIONAL ARCHITECT/ ENGINEER'S EXAMINATIONS AND UNDERSTANDING

The undersigned certifies that the RFP Documents together with any and all Addenda issued, have been carefully examined. The undersigned declares that the required amount and nature

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of the services is understood, and that at no time will the Professional Architect/ Engineer claim a misunderstanding of the RFP.

PROFESSIONAL ARCHITECT/ ENGINEER'S PROPOSALS

The undersigned declares that the Professional Architect/ Engineer has the capability and experience to provide the proposed services required by the RFP and that it has the necessary finances, personnel and working organization, and equipment available to provide the services within the stated time period.

PROFESSIONAL ARCHITECT/ ENGINEER NOT IN ARREARS

The undersigned certifies that, as of the date of this Proposal, the Professional Architect/ Engineer is not in arrears to the City of Detroit for any debts whatsoever (including but not limited to back taxes) as provided for in Sec. 21-3-15, City Code (Ordinance No. 52H). Further, the undersigned certifies that the Professional Architect/ Engineer has not defaulted in any other contract with EDC or the City of Detroit.

WAIVER

The undersigned certifies the compensation amount proposed in this Proposal is correct, complete and stated as intended by the undersigned for the provision of services proposed. The undersigned further certifies that all information given in or furnished with this Proposal is correct, complete, and submitted as intended by the undersigned, and the undersigned does hereby waive any right or claim the Professional Architect/ Engineer may now have or which may hereafter accrue to the EDC, by reason of errors, mistakes, or omissions made by the undersigned in this Proposal, to refuse to execute, unaltered, the Professional Services Agreement (attachment A-4 to the RFP) if awarded to the Professional Architect/ Engineer by EDC in response to the Proposal.

SPECIAL FORMS

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

- (1) Acknowledgments – Corporation / Partnership / Limited Liability Company / Joint Venture as applicable
- (2) Resolution of Authority – Corporation / Partnership / Limited Liability Company / Joint Venture as applicable
- (3) Affidavit of Non-Collusion and Non-Conflict of Interest

The undersigned, hereby, executes and tenders this Proposal on behalf of the proposing Professional Architect/ Engineer to the EDC in accordance with the requirements set forth in EDC's Request for Proposal to provide professional services.

DATE OF PROPOSAL: \_\_\_\_\_

PROPOSING PROFESSIONAL ARCHITECT/ ENGINEER: \_\_\_\_\_  
(Print Firm's Full Legal Name)

Federal Tax ID Number: \_\_\_\_\_



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**BUSINESS STATUS:** check one

\_\_\_\_\_ CORPORATION, incorporated under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ PARTNERSHIP

\_\_\_\_\_ A JOINT VENTURE

\_\_\_\_\_ A LIMITED LIABILITY COMPANY

\_\_\_\_\_ AN INDIVIDUAL DBA \_\_\_\_\_

(If not a Michigan entity, are you licensed to do business in the state of Michigan?) Y N

Executed and Sign by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
General Partner

**[PARTNERSHIP] [JOINT VENTURE] ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, General Partner, on behalf of \_\_\_\_\_, a [Partnership] [Joint Venture].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**RESOLUTION OF LIMITED LIABILITY COMPANY AUTHORITY**

I, \_\_\_\_\_, as Managing Member in \_\_\_\_\_, a limited liability company of the State of \_\_\_\_\_ DO HEREBY CERTIFY that the following are members and are licensed to provide the proposed services in the State of Michigan and the City of Detroit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.  
\_\_\_\_\_  
General Partner

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, Managing Member, on behalf of \_\_\_\_\_, a limited liability company.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**RESOLUTION OF CORPORATE AUTHORITY (as applicable)**

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_ DO HEREBY CERTIFY that the following individuals are authorized agents of the Corporation and are authorized to execute this Proposal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

CORPORATE SEAL

(if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He / she is \_\_\_\_\_, of \_\_\_\_\_.  
(Owner, Partner, Officer, Agent) Proposing Professional Architect/ Engineer
- (4) He/she is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances in connection with the same;
- (5) Neither the said proposing Professional Architect/ Engineer nor any of its officers, partners, owners, members, agents, representatives, employees or parties in interest, including this applicant, has any way colluded, conspired, connived or agreed directly or indirectly with any other proposing entity, Firm or person to submit a collusive or sham Proposal in connection with the Contract Agreement for which the Proposal has been submitted or to refrain from proposing in connection with such Contract Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the EDC or any person interested in the proposing Professional Architect/ Engineer;
- (6) The price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposing Professional Architect/ Engineer or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;
- (7) The proposing Professional Architect/ Engineer has no conflict-of-interest with any federal, state, or local governmental agencies or any persons in connection with the service specified in this Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Attachment A-1

### SCOPE OF SERVICES

#### 1.0 GENERAL

This Request for Proposal (“RFP”) provides standards and guidelines for the submission of proposals for the selection of professional design and engineering services. EDC invites qualified professional design and engineering firms to submit proposals incorporating the requirements stated in this RFP document and setting forth phased not-to-exceed amounts for the complete provision of the proposed services. This includes the Motor City Match program, as well as new façade improvement program currently under development by the Economic Development Corporation of the City of Detroit (“EDC”). The EDC anticipates issuing a contract for services for approximately a one (1) year period concluding on January 31, 2018, with an option for the EDC to extend the contract for up to one (1) additional one-year period.

One of the main goals of the **Small Business and Commercial Corridor Revitalization Program (the, “Program”)** is to match potential businesses with viable spaces for their particular business venture and to support existing businesses with a brick and mortar presence in Detroit the Program consists of identifying and matching eligible properties with eligible businesses who want a commercial presence in the City of Detroit. The EDC desires to attract and vet eligible property owners to participate in the Program. This Request for Proposals solicitation is centered on hiring the requisite technical assistance to conduct a thorough analysis of the real estate that will be under consideration through the Program. The EDC is soliciting services from Professional Architecture/ Engineering firms, who will be required to perform up to an estimated one hundred fifty (150) inspections in a 12-month timeframe.

The EDC is requesting that qualified Professional Architect or Engineering firms submit proposals to perform Building Assessments based on the submitted building owners’ applications for adaptive reuse of their structures. The services contemplated require the Professional Architect/ Engineer to confirm, assess and document the existing conditions of structures specified by the EDC. In addition, make recommendations, prepare summary documents including a prioritized punch list of recommended repairs, and present to the EDC, each participating property owner and/or business owner, and relevant City Departments (if necessary) on how to bring the structure to a condition upon which a certificate of occupancy can be obtained by the property owner. These documents are intended to be incorporated into an overall bidding document to be used by a future tenant, landlord and their respective construction team to install the improvements.

#### Building Assessments

Along with the assessment worksheet (see attachment A-2, the EDC will provide to the Professional Architect/ Engineer a copy of the real estate application submitted by the Building owner to use as part of confirmation and evaluation of the building assessment. The assessment is NOT a certified opinion but more of a preliminary confirmation of the owners’ opinion regarding the condition of their property and its intended use. The ASTM E2018-08 “Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process” should be used as a “reference” when performing the property assessments. Other scope tasks include: conducting a site visit and meeting with building owner to validate the

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submitted application information, a property walk-through, a preliminary conditions assessment, identification of defects or deficiencies and any significant issues that may impact the redevelopment of the subject property, an estimated remaining service life of existing mechanical, electrical, and plumbing components, photo documentation, a preliminary feasibility assessment for one or more proposed uses and the upload all findings and data into a website specified by the EDC. The report should include a preliminary opinion of probable restoration / renewal costs based on observed conditions.

## **1.1 BASIC SERVICES:**

The basic services for a building assessment include the following:

- Review of documents associated with the subject property to develop an understanding of the structure's age, design, and function for its current use and future use. Interview building owner's representative about any known defects or deficiencies.
- Walk-through survey to document accessible systems, components, and features to determine general condition and potential defects or deficiencies.
- Conduct a detailed structural assessment of the subject building for its intended use and identify defects and deficiencies that will need to be addressed in the restoration design.
- Conduct a detailed assessment of the mechanical and electrical systems for its intended use and identify defects and deficiencies that will need to be addressed in the restoration design.
- Conduct a detailed building envelope assessment to identify any defects or deficiencies that will need to be addressed in the restoration design, including the roof, window systems, and facades.
- Assessments regarding the site, structural frame and building envelope, mechanical and electrical system, vertical transportation, life safety / fire protection, and interior elements.
- Document any additional considerations, such as Tier 1 ADA assessment
- Document any interview comments and review findings
- Identify any out of scope concerns
- Developing an opinion of probable costs for repair and restoration based on survey observations
- **Coordination Meetings** - The Professional Architect/ Engineer shall attend coordination meetings as needed, attended by the EDC, and the City agencies.

## **1.2 ADDITIONAL SERVICES:**

- 1.2.1 The services below ("Additional Services") are not included in the Basic Services and shall be provided by the Professional Architect/ Engineer only if elected and authorized in writing by the EDC. The Professional Architect/ Engineer shall be paid by the EDC at the rates as indicated in the Professional Architect/ Engineers

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Hourly Rate Schedule as provided in the Part III Proposal Form in the response to the RFP associated with this Scope of Work for the following:

- 1.2.2 Perform a Phase 1 Environmental Site Assessment (If Necessary)
- 1.2.3 Perform a Phase 2 Environmental Site Assessment (If Necessary)
- 1.2.4 3-D Laser Scanning of interior (If Necessary)



## Attachment A-2 Building Assessment

THIS DOCUMENT REPRESENTS A PARTIAL SUMMARY OF ITEMS RELATIVE TO PROPERTY/ BUILDING ASSESSMENT THAT WILL BE ASKED OF AND PROVIDED BY THE APPLICANTS OF THE EDC SMALL BUSINESS & COMMERCIAL CORRIDOR REVITALIZATION PROGRAM- REAL ESTATE COMPETITION. PLEASE USE THIS FORM AS A GUIDE TO CONFIRM THE PROPERTY OWNER'S RESPONSES TO THE ITEMS AND QUESTIONS ASKED IN THE APPLICATION WITH THE RESULTS OF YOUR PART 1 ASSESSMENT OF THE SUBJECT PROPERTY.

**PROPERTY ADDRESS:** \_\_\_\_\_

**Property Owner Name/Entity:** \_\_\_\_\_

**Primary Contact Information:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Company/Personal Address: \_\_\_\_\_

Email: \_\_\_\_\_

---

Is the building currently occupied? (Check Y or N)

Type of building: \_\_\_\_\_

Previous or current use: (10 words or less) \_\_\_\_\_

Is the property a multi-tenant building? (Check Y or N)

Number of available units \_\_\_\_\_

Square footage of available units \_\_\_\_\_

How many private parking spaces? \_\_\_\_\_

How many floors in the building? \_\_\_\_\_

---

**What is the general condition of the building?**

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

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**Facade**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

What type of material? Describe (50 words or less): \_\_\_\_\_

**Roof**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Last updated (if known) What type of material? Describe (50 words or less): \_\_\_\_\_

**Foundation**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Describe (50 words or less): \_\_\_\_\_

**Structural**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Describe (50 words or less): \_\_\_\_\_

**Mechanical**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Do you have working heat? (Check Y or N or Not Sure)

Do you have working air conditioning? (Check Y or N or Not Sure)

Describe (50 words or less): \_\_\_\_\_

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**Electrical**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Do you have working electrical? (Check Y or N or Not Sure)

Is the electrical account currently active with DTE? (Check Y or N or Not Sure)

How many working outlets?

Describe (50 words or less): \_\_\_\_\_

**Plumbing**

Condition:

- Great (it's move in ready)
- Good (minimal repairs and \$)
- Fair (It needs some work and \$\$)
- Poor (it needs a serious work and \$\$\$\$)

Do you have working plumbing? (Check Y or N or Not Sure)

Is the water account currently active with DWSD? (Check Y or N or Not Sure)

How many bathrooms? How many working bathrooms?

Are the bathrooms ADA compliant? (Check Y or N or Not Sure)

Describe (50 words or less): \_\_\_\_\_

**Site**

Are there any special attributes of the site such as outdoor patio, security, lighting, etc.

Describe (50 words or less): \_\_\_\_\_

Any fire damage? If yes, please describe (Check Y or N or Not Sure)

Describe (50 words or less): \_\_\_\_\_

Have you done any environmental studies:

- Yes, Phase I and II
- Yes, Phase I
- No

Describe: \_\_\_\_\_

Are there any impediments to leasing the space, beyond its condition that we should be aware of? (50 words or less)

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## Attachment A-3

### ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT PROFESSIONAL SERVICES AGREEMENT WITH (For Reference Only)

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This Professional Services Agreement ("Agreement"), dated and made effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT** (hereinafter referred to as the "EDC"), located at 500 Griswold, Suite 2200, Detroit, Michigan 48226, and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter called the "Professional Contractor").

#### RECITALS:

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

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

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

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

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

#### **ARTICLE 1** **Engagement of the Professional Contractor**

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

1.02 The relationship of the Professional Contractor to the EDC, its agents, employees, officers and directors shall be that of an independent contractor, and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury, property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement. Should such claims arise against the EDC from the Professional Contractor's employees or agents, the Professional Contractor shall hold harmless, defend and indemnify the EDC from, against and for any such claim and any costs or expenses related thereto.

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

## **ARTICLE 2** **Agreement Term**

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

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

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

### **ARTICLE 3**

#### **Scope of Services**

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

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

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

### **ARTICLE 4**

#### **Personnel and Administration**

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

4.02 The EDC shall have the right of prior approval of all subcontractors assigned to this project, provided that neither this provision nor anything in this Agreement should be construed as waiving or releasing the Professional Contractor from its

ultimate responsibility for the work performed by its subcontractors, employees, or consultants. Upon request of the EDC, the Contractor shall supply a resume of each subcontractor it proposes be assigned to this

Agreement, as well as a summary of the subcontractor's professional activities and accomplishments. Each Employee, subcontractor, or consultant, if any, employed or utilized by the Professional Contractor in the performance of this Agreement shall devote such time, attention, skill, knowledge, and ability as is necessary to effectively and efficiently perform the Services to conform with the best practices in the industry.

4.03 The Professional Contractor hereby waives any claim against the EDC, Detroit Economic Growth Corporation (the "DEGC") and the City, and shall hold harmless, defend and indemnify the EDC, the DEGC and City from, against and for any liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) arising, in connection with, any personal injury to or property damage incurred by it, or by its personnel, Employees, subcontractors, agents, representatives, consultants, parent company, or any individuals or entities associated, or affiliated with, or subsidiary to, the Professional Contractor (such personnel, Employees, subcontractors, agents, consultants, parent company, individuals or entities are collectively herein called the "Associates") while working on this Project, excepting only that portion of any personal injury claim or property damage which a court of competent jurisdiction holds to be directly attributable to the gross negligence or malicious and intentional conduct of an employee of the EDC, the DEGC or the City acting within the scope of his or her employment. The provisions of this Section 4.03 shall survive the expiration or other termination of this Agreement.

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

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

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

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

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

4.08 Unless otherwise directed by the EDC, the Services shall be undertaken in such sequence, if any, described in the Notice to Proceed for the Services in question, and in a manner to assure their proper and expeditious completion prior to the date provided in the Notice to Proceed for those Services.

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

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

## **ARTICLE 5**

### **Compensation**

5.01 The EDC agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a total amount not to exceed the sum of \_\_\_\_\_ Dollars, [ including any Reimbursable



Expenses, as defined below], in accordance with Exhibit B, attached hereto and made a part hereof by this reference.

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

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

[5.04 "Reimbursable Expenses" shall mean those expenses authorized in writing by the EDC, including, but not limited to, mileage, postage, telecopy, copy fees, and telephone charges. [The Professional Contractor acknowledges that reimbursement for Reimbursable Expenses is not contemplated under this Agreement.]

## **ARTICLE 6**

### **Method of Payment**

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

- (a) The total cost of Services rendered to the Project to date.
- (b) The total cost of all Services for the billing period.
- (c) The date of performance of the Services for that billing period.
- (d) A description of the Services rendered for that billing period.

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- (e) [A detailed statement of the Reimbursable Expenses incurred for the billing period.]
- (f) The total charge amount.

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

## **ARTICLE 7** **Termination**

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

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

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

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

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

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

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the EDC shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated.
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work that has been terminated.
- (d) As of the date the termination is effective, preserve all records and submit such records and reports to the EDC as the EDC shall specify, and furnish to the EDC an inventory of all furnishings, equipment, and other property purchased for the Agreement, if any, and carry out

such directives as the EDC may issue concerning the safeguarding or disposition of files and other property.

- (e) Submit a final report of receipts and expenditures of funds relating to this Agreement within thirty (30) days of the Notice of Termination, and a list of all creditors, subcontractors, lessors, and/or other parties with whom the Professional Contractor has incurred financial obligations pursuant to this Agreement, if any.

## **ARTICLE 8** **Amendments**

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

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

## **ARTICLE 9** **Conflict of Interest**

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

## **ARTICLE 10**

### **Assignment and Subcontracting**

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

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

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

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

## **ARTICLE 11**

### **Confidentiality and Proprietary Information**

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

11.02 All information or material provided by the EDC to the Professional Contractor or its Associates whether provided before or after the date of this Agreement, and whether or not specifically identified as confidential, including any information provided orally, in writing, in computer readable form or otherwise, and all summaries, analyses, compilations, data, studies or other documents prepared by the Professional Contractor or its associates containing, or based in whole or part on any such furnished information or otherwise prepared or assembled by the Professional Contractor under this Agreement, including but not limited to the Work Product, are confidential, and the Professional Contractor agrees that such information or material shall not be made available to any individual or organization without prior written consent of the EDC and shall not be used by the Professional Contractor or its Associates for any purposes other than the Project, except as expressly permitted by this Agreement. In the event that the Professional Contractor or its Associates shall be required by law, subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential, the Professional Contractor

shall give immediate written notice to the EDC. Upon receipt of such notice, the EDC expressly reserves the right to interpose all objections it may have to the disclosure of such information.

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

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

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

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

## **ARTICLE 12** **Indemnity**

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

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

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

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

12.03 In the event any action or proceeding shall be brought against the EDC, the DEGC or the City, or any of their respective agents or employees, by reason of any

claims covered hereunder, the Professional Contractor shall, upon notice from the EDC, at the Professional Contractor's sole cost and expense, resist or defend the same with counsel of the Professional Contractor's choice, provided the counsel is acceptable to the EDC and/or the City.

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

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

### **ARTICLE 13**

#### **Insurance**

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

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

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



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- (b) Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;

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

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

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

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

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

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

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

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

13.07 The Comprehensive General Liability insurance policy shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" and "Detroit Economic Growth Corporation" as additional insureds, and shall state that the Professional Contractor's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

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

## **ARTICLE 14**

### **Fair Employment Practices**

14.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Professional Contractor agrees that it will not discriminate against

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any person, employee, consultant, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment or hire because of his/her religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

14.02 The Professional Contractor agrees to comply with City of Detroit Executive Orders Nos. 2003-4 and 2007-01, if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Human Rights Department pursuant thereto. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City pursuant to this Article.

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

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the EDC or the City of Detroit Human Rights Department pursuant to this Section.

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

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

**ARTICLE 15**  
**Notices**

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

If to EDC:

Economic Development Corporation of City of Detroit  
500 Griswold, Suite 2200  
Detroit, Michigan 48226  
Attention: Authorized Agent

with a copy to:

Detroit Economic Growth Corporation  
500 Griswold, Suite 2200  
Detroit, Michigan 48226  
Attention: General Counsel  
Email: [mavin@degc.org](mailto:mavin@degc.org)

If to Professional Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE 16**  
**Government Regulations**

16.01 The Professional Contractor shall comply with all laws, rules, regulations, orders, etc. (hereinafter referred to as the "Regulations") of all government agencies applicable to the Services performed under this Agreement. The Professional Contractor shall cooperate with the EDC in promptly furnishing any information

required by such agencies. It shall be an obligation of the Professional Contractor to keep itself informed of the Regulations which are applicable to the Services.

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

## **ARTICLE 17** **Miscellaneous**

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

Each party reserves, and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party, and expressly stated to constitute a waiver.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 18**

### **Community Development Block Grant (CDBG) Funding**

18.01 Compliance with Federal, State and Local Laws. The Professional Contractor shall comply, and shall require all employees, subcontractors and consultants to comply with, all applicable assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 24 CFR Parts 85 and 570 and 2 CFR 200 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific CDBG regulations that must be adhered to include:

(a) Conflict of Interest. In accordance with 24 CFR 570.611 no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or the Contractor who exercises or has exercised any function or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG –assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties.

(b) Consultant Activities; No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds.

18.02 Notwithstanding the provisions of Article 6 herein:

(a) Costs to be paid under this Agreement shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2CFR 400.

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

18.03 24 CFR Part 570.506 and 2 CFR 200.333 –Professional Contractor shall maintain full and complete books, ledgers, journals, accounts, or records and supporting data (Collectively, “Records”) wherein are kept all entries reflecting its operation pursuant to this Agreement. The Grantees or Subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters closed. The Grantee, the Subgrantee, the Federal grantor agency, the Comptroller General of the United States, and any of their duly authorized representatives must have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excerpts and transcriptions. The Records shall document all services performed under or pursuant to this Agreement and shall include all financial records associated therewith as detailed below:

(a) Said Records shall be kept in sufficient detail by the Professional Contractor and its subcontractors, and the Professional Contractor shall provide to the EDC all data and information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to

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meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for project close-out submissions to the City of Detroit or the U.S. Department of Housing and Urban Development.

(b) The Professional Contractor shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under this Agreement by the EDC, P&DD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.

(c) All such required Records shall be maintained for three four (3) years:

- (1) after the Professional Contractor completes the Services to be completed pursuant to this Agreement,
- (2) after final payment under this Agreement, or
- (3) after all pending matters pursuant to or relating to this Agreement are closed, whichever comes later.

(d) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern.

18.04 The Professional Contractor shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the Professional Contractor, and any subcontractor, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub-awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub-awards at all tiers. If compensation to be paid to the Professional Contractor, as provided in 2 CFR Part 418.110, exceeds \$100,000, the Professional Contractor shall submit to P&DD the Certification Regarding Lobbying, Exhibit C herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Exhibit D herein (the "Disclosure"). The Professional Contractor shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification, and require that the language of the certification be included, in the award documents for any subcontracts.

18.05 § 200.212 Suspension and debarment. Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.



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(a) The Professional Contractor shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations at 24 CFR 200.330(b), during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR, part 200, or during any period during which the contractor or subcontractor or principal is proposed for debarment. If during the term of this Agreement, the Professional Contractor is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2CFR 200, the Professional Subcontractor shall immediately notify the EDC.

(b) The Professional Contractor shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit E, and in conformance to the instructions thereon.

(c) The Professional Contractor shall require all parties who occupy a position with the Professional Contractor defined in 2 CFR 200.330(b) as a principal to submit said certification to the Professional Contractor, who in turn, shall submit said certification to the EDC. The Professional Contractor shall require all parties who stand in a lower tier relationship to the Professional Contractor to submit said certification to the Professional Contractor, and the Professional Contractor shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200 (b).

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

WITNESSES

EDC

THE ECONOMIC DEVELOPMENT  
CORPORATION OF THE CITY OF DETROIT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: Authorized Agent

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESSES:

CONSULTANT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to form only:

General Counsel to EDC

By: \_\_\_\_\_  
Rebecca A. Navin, Esq.

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**EXHIBIT A**

**Human Rights Clearance Form**

**W-9 Form**

**Income Tax Clearance Form**

**City of Detroit EEO 2014-4**

**City of Detroit EEO 2014-5**

**(See Attached)**