

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

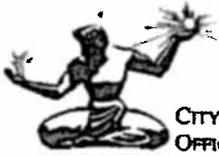
CONTRACT PO NUMBER 2842386
 STANDARD PO NUMBER
 CHANGE ORDER # 6
 REVISION 6
 REVISION

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT FINANCE
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %	DEPARTMENT CONTACT PERSON M JAMISON	PHONE NO. 224-2460
CONTRACTOR'S NAME: PLANTE & MORAN, PLLC		DATE PREPARED 05/30/2014
CONTRACTOR'S ADDRESS: 27400 NORTHWESTERN HIGHWAY, PO BOX 307 SOUTHFIELD, MICHIGAN 48037-0307	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$5,000,000.00 TOTAL CPO AMOUNT \$3,300,000.00 CHANGE AMOUNT \$1,700,000.00	
PHONE NO. 734-665-9494	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-1357951 MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
PURPOSE OF CONTRACT: PROJECT MANAGEMENT FOR RESTRUCTURING OF FINANCE DEPARTMENT, ASSESSMENT DIVISION AND IT ASSESSMENT AND STRATEGIC PLAN AND PROCESS REDESIGN CHARGE ACCOUNT: 4000- 3100-350061-000000-627900-13824-000000-00000 \$1,500,000 3100-350069-000000-627900-13824-000000-00000 \$200,000		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT - FINANCE AUTHORIZED DEPARTMENT REPRESENTATIVE	
SEP 04 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	14 SEP -9 AM 10:50 CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
JUN 06 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	6/6/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	9/5/14
	PURCHASING DIVISION _____ PURCHASING DIRECTOR	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		



CITY OF DETROIT
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3703
FAX 313•224•4433
WWW.DETROITMI.GOV

MEMORANDUM

To: Janice Winfrey, City Clerk
From: Kevyn D. Orr, Emergency Manager
City of Detroit
Date: July 1, 2014
RE: SERVICES CONTRACT SUBMITTED FOR APPROVAL ON JUNE 27, 2014

Approved
J. Orr

I am authorizing approval of the following:

FINANCE – Professional Service Contract

2879763 100% City Funding – Project Manager – Under the Director of the City's CFO, CIO, Finance Director, Contractor will Provide Restructuring of the Financing Department, Assessment Division, Completing an IT Assessment, Strategic Plan and Conduct Implementation Planning, Finance Department Process Redesign and Implement Management Assistance of a new ERP System – Contractor: Plante & Moran, PLLP, Location: 27400 Northwestern Highway, Southfield, MI 48037 – Contract Period: through December 31, 2017 – Increase Amount: \$1,700,000.00 – Contract Amount Not to Exceed: \$5,000,000.00.

This Amendment #6 is for an increase of funds. The original contract amount was \$3,300,000.00

BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL – Personal Service Contract

86891 100% City Funding – Director – To Provide Administrative and Management of the Activities of the Buildings, Safety Engineering and Environmental Department – Contractor: Eric Jones, Location: 48179 Milonas Drive, Shelby Township, MI 48315 – Contract Period: June 16, 2014 through June 15, 2015 – \$67.55 per hour – Contract Amount: \$140,500.00

CITY COUNCIL – Personal Service Contracts

86768 100% City Funding – To Provide a Legislative Assistant to Council President Pro Tem George Cushingberry, Jr. – Contractor: Betty Smith-Simmons, Location: 16200 Forrer, Detroit, MI 48235 – Contract Period: July 1, 2014 through October 31, 2014 – \$23.50 per hour – Contract Amount: \$16,732.00

86770 100% City Funding – To Provide a Legislative Assistant to Council President Pro Tem George Cushingberry, Jr. – Contractor: Eddie Gaylor, Sr., Location: 19923 Vaughn, Detroit, MI 48219 – Contract Period: July 1, 2014 through October 31, 2014 – \$11.00 per hour – Contract Amount: \$7,832.00

86776 100% City Funding – To Provide a Legislative Assistant to Council President Pro Tem George Cushingberry, Jr. – Contractor: Arthur J. Divers, Sr., Location: 18501 Marlowe, Detroit, MI 48235 – Contract Period: July 1, 2014 through October 31, 2014 – \$85.00 per hour – Contract Amount: \$30,600.00

RE: CONTRACTS SUBMITTED FOR APPROVAL ON JUNE 27, 2014

86802 100% City Funding – To Provide a Legislative Assistant to Council Member Mary Sheffield – Contractor: Shanika Owens, Location: 1415 Parker St., Apt 251, Detroit, MI 48214 – Contract Period: July 1, 2014 through June 30, 2015 – \$40.00 per hour – Contract Amount: \$20,000.00

ELECTIONS – Personal Service Contracts

86904 100% City Funding – Information Technology Training Outreach Associate I – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Amanda Peoples, Location: 15103 Greenview, Detroit, MI 48223 – Contract Period: July 1, 2014 through June 30, 2015 – \$15.00 per hour – Contract Amount: \$35,190.00

86905 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Carol J. Aldridge, Location: 4120 Rohns, Detroit, MI 48214 – Contract Period: July 1, 2014 through June 30, 2015 – \$14.48 per hour – Contract Amount: \$13,901.00

86905 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Christian Maduka, Location: 17335 Stoepel St., Detroit, MI 48221 – Contract Period: July 1, 2014 through June 30, 2015 – \$15.00 per hour – Contract Amount: \$35,190.00

86907 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Darren Craddieth, Location: 20552 Pierson, Detroit, MI 48219 – Contract Period: July 1, 2014 through June 30, 2015 – \$15.00 per hour – Contract Amount: \$35,190.00

86908 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: JoLynn Williams, Location: 24550 Rosewood St., Detroit, MI 48237 – Contract Period: July 1, 2014 through June 30, 2015 – \$17.31 per hour – Contract Amount: \$40,609.00

86909 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Rickey D. Hayes, Jr., Location: 14421 Marlowe, Detroit, MI 48227 – Contract Period: July 1, 2014 through June 30, 2015 – \$14.48 per hour – Contract Amount: \$33,970.00

86910 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Willie Wesley III, Location: 913 Stanley, Detroit, MI 48340 – Contract Period: July 1, 2014 through June 30, 2015 – \$17.31 per hour – Contract Amount: \$40,609.00

86911 100% City Funding – Information Technology Training Outreach Associate III – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Angeline Bellant, Location: 19619 Helen, Detroit, MI 48234 – Contract Period: July 1, 2014 through June 30, 2015 – \$17.31 per hour – Contract Amount: \$40,609.00

86912 100% City Funding – Information Technology Training Outreach Associate – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Rashad Harvey, Location: 14243 Winston, Redford, MI 48239 – Contract Period: July 1, 2014 through June 30, 2015 – \$14.00 per hour – Contract Amount: \$29,120.00

RE: CONTRACTS SUBMITTED FOR APPROVAL ON JUNE 27, 2014

86913 100% City Funding – Information Technology Training Outreach Associate – To Provide Training, Information Technology, Voter Education Outreach Support and other duties as Requested – Contractor: Duwan Glover, Location: 6375 London St., Detroit, MI 48221 – Contract Period: July 1, 2014 through June 30, 2015 – \$14.00 per hour – Contract Amount: \$29,120.00

FINANCE – Personal Service Contract

86919 100% City Funding – To Provide Accounting Services – Contractor: Carla Calhoun, Location: 521 N. Park, Detroit, MI 48215 – Contract Period: July 1, 2014 through June 30, 2015 – \$28.03 per hour – Contract Amount: \$58,300.00

86920 100% City Funding – To Assist with Close-Out and Documentation of Department of Human Services – Contractor: Jeanelle Drake, Location: 18515 Lauder Street, Detroit, MI 48235 – Contract Period: July 1, 2014 through October 31, 2014 – \$26.44 per hour – Contract Amount: \$18,331.74

86921 100% City Funding – To Provide Accounting Services – Contractor: Tylen Hadley, Location: 18466 Winston, Detroit, MI 48219 – Contract Period: July 1, 2014 through June 30, 2015 – \$18.00 per hour – Contract Amount: \$37,440.00

86922 100% City Funding – To Provide Accounting Services – Contractor: Lawrence Polec, Location: 6033 N. Navarre, Chicago, IL 60631 – Contract Period: July 1, 2014 through September 30, 2014 – \$60.00 per hour – Contract Amount: \$31,200.00

MAYOR'S OFFICE – Personal Service Contracts

86868 100% City Funding – Special Events Coordinator – Responsibilities include: Plan, Organize, Coordinate, Promote, Schedule and Maintain Communication with Speakers, Vendors and Participants; Coordinate, Monitor Timelines and Analyzes Evaluations; Provide Customer Service; to be Enthusiastic, Professional and Builds Relationships with Internal and External Customers – Contractor: Carlita Carr, Location: 16201 Greenview, Detroit, MI 48219 – Contract Period: July 1, 2014 through June 30, 2015 – \$20.24 per hour – Contract Amount: \$40,000.00.

86871 100% City Funding – Group Executive for Neighborhoods – To Provide Day-to-Day Management of Departments and Personnel – Contractor: Charles Beckham, Location: 1278 Navarre Place, Detroit, MI 48207 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$140,500.00

86872 100% City Funding – Deputy Mayor – To be Responsible for the Day-to-Day Management of Departments and Personnel – Contractor: Isaiah McKinnon, Location: 1324 Nicolet Place, Detroit, MI 48207 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$140,500.00

86874 100% City Funding – Executive Protection Services – To be Responsible for the Day-to-Day Management for Executive Protection Service for the Mayor – Contractor: Ronald Fleming, Location: 19328 Sussex, Detroit, MI 48235 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$84,000.00

86914 100% City Funding – Director of Youth Services – To be Responsible for Maximizing the Benefits of City Services to Young People; Assist City Leaders and to Improve the Likelihood of Youth Growing up Healthy – Contractor: Shawn Blanchard, Location: 400 River Place #4110, Detroit, MI 48207 – \$48.08 per hour – Contract Period: June 23, 2014 through July 31, 2014 – Contract Amount: \$11,153.00

RE: CONTRACTS SUBMITTED FOR APPROVAL ON JUNE 27, 2014

MUNICIPAL PARKING – Personal Service Contracts

86719 100% City Funding – Impound Lot Attendant Supervisor – Contractor: Renetta Corette Bates, Location: 19021 Webster Avenue, Southfield, MI 48076 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$58,500.00

86720 100% City Funding – Administrative Hearing Officer – To have knowledge of Chapter 55 of the 1984 Detroit City Code and Administrative Rules; Hear, Decide and Dispose of Cases Regarding the Merits of Parking Violation Notices or Citations; on a daily basis Prepare and Distribute forms
“Disposition of Administrative Hearing and Compensation Request by Hearing Officer – Contractor: Sharon Clark Woodside, Location: 21400 Potomac St., Southfield, MI 48076 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$22,500.00

86721 100% City Funding – Administrative Hearing Officer – To have knowledge of Chapter 55 of the 1984 Detroit City Code and Administrative Rules; Hear, Decide and Dispose of Cases Regarding the Merits of Parking Violation Notices or Citations; on a daily basis Prepare and Distribute forms
“Disposition of Administrative Hearing and Compensation Request by Hearing Officer – Contractor: Thomas James Shannon, Location: 719 Fisher Road, Grosse Pointe, MI 48230 – Contract Period: July 1, 2014 through June 30, 2015 – Contract Amount: \$22,500.00

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operations Officer
John Hill, Chief Financial Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shani Penn, Special Advisor to the Emergency Manager



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 628 • 1160

Date: September 15, 2014
To: M. Jamison
From: Zenola Holland
Purchasing Division
RE: **Contract Number #2842386 – Plante & Moran, PLLC**

The Purchasing Division has received the contract indicated above. It is the department's responsibility to ensure that all documents (clearances, insurance, etc.) are provided to the Purchasing Division. However, the following documentation must be provided before this contract can be submitted to City Council:

- Signed City Council Review Checklist
- Bid Tabulations or Evaluation Score Sheet (**Must Have To Justify Competitive Bidding**)
- Revenue/Property Tax Clearance
- Income Tax Clearance
- Human Rights Affidavit
- Insurance Certificate—Needs Coverage for Automobile and Worker's Compensation and Employer's Liability and the **City of Detroit needs to be named as additional insured**
- Hiring Policy
- Employment Application (**Application has question regarding a felony**)
- Slavery Era Affidavit
- Other—**Returned to the Department—Contract Incomplete**

IT IS THE PURCHASING DIVISION'S POLICY TO RETURN ALL CONTRACTS THAT ARE INCOMPLETE.

If you have any further questions, please do not hesitate to contact me. I can be reached at 224-9235. Thank you, in advance, for your cooperation.

cc: Boysie Jackson, Chief Procurement Officer
File

City Council Contract Agenda Items Review Checklist

Reviewer: J. Moran

Date Received: 05/30/2014

Date: 05/30/2014 Department FINANCE Division: Admin

Dept Head/Contact Person: John Naglick Phone No.: 313-224-4351

Description: Plante & Moran CPO Amendment Rev 6

Contract No.: 2842386 PO Type: _____ Est. Value: \$ 5,000,000.00

Contract Term (if applicable): 05/15/2014 to 05/15/2017

Funding: City 100% State _____% Federal _____% Other: _____%
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Plante & Moran PLLC Required Date: 06/15/2014

Consequence of not buying: _____

1. Was the product or service competitively bid? Yes No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: AMENDMENT

2. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: AMENDMENT

3. Were savings achieved?
 Yes Amount \$ _____ No

4. The business being awarded is RENEWAL
If #5 is a renewal provide justification for renewal: _____

5. This agreement represents an INCREASE via Amendment.
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
 Change in amount/volume of the good or service to be used. \$1,700,000.00

- 6. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____
- 7. Is this good/service used by other departments? Yes No
If "yes" can this Req/PAR be combined other department requirements? Yes No
- 8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: _____, 2014
(Department)

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE: _____

*NAGLUK OR?
SIGN
complete*





REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT DIVISION Finance Department - Assessments Division

E-MAIL ADDRESS DavisJe@detroitmi.gov

CONTACT NAME Jennifer Davis PHONE 224-6989 FAX (313) 224-9400

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

<p>To: A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name <u>PLANTE & MORAN, PLLC</u> Address <u>27400 NORTHWESTERN HWY. P.O. BOX 307</u> City <u>SOUTHFIELD</u> State <u>MICHIGAN</u> Zip Code <u>48037-0307</u> Telephone <u>(248) 352-2500</u> Fax # <u>(248) 233-7453 or (248) 628-2717</u> E-mail Address _____</p>
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<p>B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) <u>DANIEL J. TROTTA, CONTROLLER</u></p>	<p>Telephone # <u>(248) 603-5374</u> Fax # <u>(248) 603-5474</u></p>
<p>Employer Identification or Social Security Number <u>38-1357951</u></p>	<p>Spouse Social Security Number <u>N/A</u></p>

Nature of Contract ACCOUNTING SERVICES BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____
Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- Were you employed during the last seven (7) years? Yes No
- Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS 4) Yes No
- Will the company have employees working in Detroit? Yes No
- Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the Income Tax Ordinance?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Signature <u>DANIEL J. FISHER</u>	Date <u>FEB 10 2014</u>	Expires <u>FEB 10 2015</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroitmi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

5/20/14
Copy to Purchasing Please
mase@detraim.gov
224-2804

**PURCHASING DIVISION
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract Accounting Services
Contract Amount _____

Business Type: () Corp (X) Partnership () Sole Proprietorship () Personal Services

Business Name Plante & Moran, PLLC

Business Address 27400 Northwestern Highway, PO Box 307, Southfield, MI 48037-0307

Ward/Item # _____

F.I.D. NO. 38-1357951

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person Phil Smith

Phone Number 248-603-5352

Fax Number 248-233-7463

Owner(s) Home Address _____ () Lease () Own

Please do not write below this line for department use only.

phil.smith@plantemoran.com
com

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
(X) Approved (X) Approved (X) Approved (X) Approved

Comments: _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature (City of Detroit)

5-20-14
Date

DEC 30 2014
Expiration Date

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the PLANTE & MORAN, PLLC (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific Clearance* on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. 2842386

Printed Name of Contractor: PLANTE & MORAN
(Type or Print Legibly)

Contractor Address: Southfield MI 48037
(City) (State) (Zip)

Contractor Phone/E-mail: 248-223-3454 CHRIS.MCCOY@PLANTEMORAN.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: CHRIS MCCOY, Human Resource Director

Signature of Authorized Representative: [Signature]

Date: 4/1/11

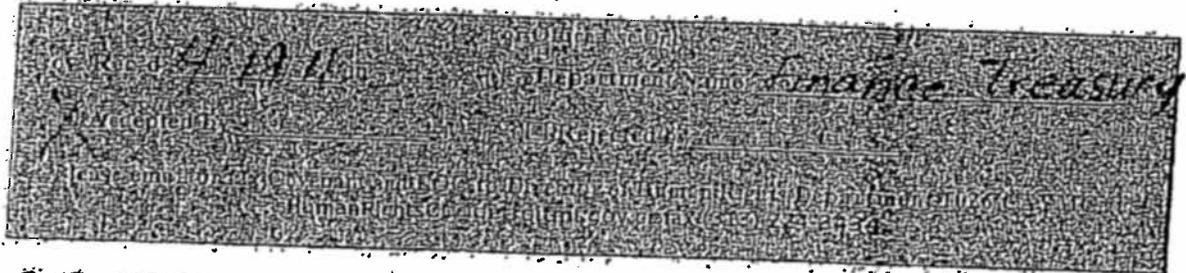
*** This document **MUST** be notarized ***

Signature of Notary: [Signature]

Printed Name of Seal of Notary: LEONA M. MERZOWSKI

My Commission Expires: 8/24/2013

LEONA M. MERZOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 24, 2013
ACTING IN COUNTY OF



NOTEPAD:

HOLDER CODE CIDEFDM
INSURED'S NAME P&M Holding Group, LLP and

PLANT-5
OP ID: AK

PAGE 2
DATE 03/19/14

(continued)

City of Detroit on the commercial general liability policy per the attached form #80-02-9779 and on the auto liability per the attached form #16-02-0252.

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

~~UNLESS SPECIFICALLY SET FORTH IN THIS ENDORSEMENT, THE POLICY CONTAINS THE FOLLOWING CONDITIONS:~~

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. — CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company;
 - (b) That is an "insured" under any other automobile policy;
 - (c) That has exhausted its Limit of Insurance under any other policy; or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
- (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE
 EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE
 Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
 Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts
 In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE
 Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense
 We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

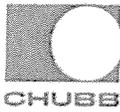
7. EXTRA EXPENSE - BROADENED COVERAGE
 Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense
 We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
 Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
 Paragraph B.4. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.



Policy Conditions

Endorsement

Policy Period

Effective Date

Policy Number 3575-66-13 MBO

Insured P & M HOLDING GROUP LLP AND SUBSIDIARIES

Name of Company FEDERAL INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Conditions
(continued)

Authorized Representative



Policy Number
(14)7326-30-17

ENDORSEMENT

Named Insured P & M HOLDING GROUP LLP AND

Effective Date: 03-13-14

12:01 A.M, Standard Time

Agent Name MARSH & MCLENNAN AGENCY LLC

Agent No. 36604-999

NOTICE OF CANCELLATION

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with Notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

"Per schedule on file with company"

Hiring Policy Compliance Affidavit

I, MICHAEL J SWARTZ, being duly sworn, state that I am the PARTNER
of PLANTE & MORAN, PLLC
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,



Title: PARTNER Date: 6/29/12

STATE OF Michigan
COUNTY OF Washtenaw) SS

The foregoing Affidavit was acknowledged before me the 29th day of July, 2012
by Barbara A Becker

Notary Public, County of Livingston
State of Michigan
My commission expires: 5-7-2013

Career Search for Experienced Hires

years of age or older?

Have you ever been in our employ? Yes No

If yes, in what capacity.

Do you know anyone who has been or is still in our employ? Yes No

If yes, then whom?

Required if prior field is set to yes

Name Relationship
Name Relationship

Have you ever been convicted of a felony? Yes No

If Yes please explain

If Yes County you were convicted in?

If Yes State you were convicted in?

Have you ever applied for a position through Plante & Moran in the past? Yes No

If yes, when and what position:

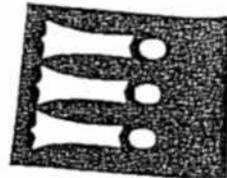
Can you perform the essential job functions for the position for which you are applying?: (If you have any questions as to what job functions are applicable to the position for which you are applying, please ask the interviewer before you answer this question.)

If accommodation is required, please clarify:

With Accommodations
 Without Accommodations

Are there any felony charges currently pending against you? Yes No

If yes, please describe:



Employment Preferences

Position Desired

Current Salary?(dddd.cc)

Are you willing to relocate?

Yes No

Are you eligible to work in the US?

Yes No

Pay Desired (U.S. Dollar Amount) (dddd.cc)

Will you now or in the future require "sponsorship for an immigration-related employment benefit?"

Yes No

("Sponsorship for an Immigration-related employment benefit" means "an H-1B visa petition, an O-1 visa petition, an E-3 visa petition, TN status and 'job flexibility benefits' (also known as I-140 portability or Adjustment of Status portability) for long-delayed adjustment of status applications that have been pending for 180 days or longer.")

If yes, please indicate which type of Visa petition or status:

(Select all that apply)

<input type="checkbox"/> H-1B Visa
<input type="checkbox"/> O-1 Visa Petition
<input type="checkbox"/> E-3 Visa Petition
<input type="checkbox"/> TN Status

I am available to work:

- Full-Time Hours (40+hrs/wk)
- Part-Time Hours (less than 40 hrs/wk)
- Seasonal Hours

Are you willing to Travel?

Yes No

If yes, what percentage?

Are you authorized to work for any employer in the U.S.?

Yes No

Educational Background

High School

School Name

School State

Diploma/Degree

GPA:

List any academic honors or offices held in high school:

College/University

School Name

School State

Diploma/Degree

GPA:

List any academic honors or offices held in college:

School City

Did you graduate?

Yes No

Course of study

Choose Last year attended:

School City

Did you graduate?

Yes No

Course of study

Choose Last year attended:

Technical School

School Name

School State

Diploma/Degree

GPA:

List any academic honors or offices held in technical school:

Graduate/Professional

School Name

School State

Diploma/Degree

GPA:

List any academic honors or offices held in graduate school:

School City

Did you graduate?

Yes No

Course of study

Choose Last year attended:

School City

Did you graduate?

Yes No

Course of study

Choose Last year attended:

Other Information

Languages Spoken

(maximum of 300 characters)

Languages Written

(maximum of 300 characters)

Have you completed any special courses, seminars, and/or training that would enable you to perform the duties of the position for which you are applying? Yes No

May we contact your present employer?

Yes No

If no, please explain:

Have you signed any non-compete agreements, non-solicitation agreements, trade secret agreements and/or covenants with any of your former or current employers?*

Yes No

Has your employment ever been terminated?

Yes No

If yes, please explain:

List any current professional affiliations and organizations:

Membership in professional, trade or civic organizations

(Exclude those which disclose your race, sex, religion, national origin, age, ancestry, disability, or other protected status)

License Name

License Number

License State

List any additional professional certifications or licenses and date last renewed: Please include License Name, License State.

Plante & Moran, PLLC is an Equal Opportunity Employer

If you have any technical issues with Plante & Moran, PLLC's Employment Application process, please contact OpenHire's Customer Support at 1-866-927-2472 or send an email at applicant_support@silkroad.com. Please provide the customer support representative with any information including error messages, so they may troubleshoot and correct any issues accordingly.

Please be prepared to complete this application in full within 60 minutes.

Personal Information

Required fields are marked with an asterisk (*)

▲ First Name *

Middle Name

▲ Last Name *

Suffix

Country of residence *

▲ Address *

▲ City *

State/Location *

▲ Postal Code *

▲ Primary Phone *

Secondary Phone

▲ Email Address *

CUSTOM FIELDS

Cell Phone Number

Background Information
Are your former Yes No
employment
references or
education listed
under a name
other than that
stated above?
If yes, please
indicate former
name.
Are you 18 Yes No

[Redacted]

Employment History

Please list your most recent employer first.

Employer 1

Employer Name

[Redacted]

Employer's Address

[Redacted]

State

[Redacted]

Phone Number (XXX-XXX-XXXX)

[Redacted]

Job Title

[Redacted]

Starting Date (mm/dd/yyyy)

[Redacted]

Starting Pay

(in U.S. Dollars) (dddd.cc)

[Redacted]

Ending Pay

(in U.S. Dollars) (dddd.cc)

[Redacted]

Supervisor's Name

[Redacted]

Reason for leaving or seeking other employment?
(maximum of 500 characters)

[Redacted]

Brief description of job

(maximum of 500 characters)

[Redacted]

Please explain any period between jobs:

[Redacted]

Type of Business

[Redacted]

City

[Redacted]

Zip Code

[Redacted]

May we contact this employer?

Yes No

I am currently employed with this employer

Yes No

Ending Date (mm/dd/yyyy)

If currently employed enter today's date.

[Redacted]

Starting Pay Interval

[Redacted]

Ending Pay Interval

[Redacted]

Supervisor's Title

[Redacted]

Employer 2 All fields required if an employer name is provided

Employer Name

[Redacted]

Employer's Address

[Redacted]

State

[Redacted]

Phone Number (XXX-XXX-XXXX)

[Redacted]

Job Title

[Redacted]

Starting Date (mm/dd/yyyy)

[Redacted]

Type of Business

[Redacted]

City

[Redacted]

Zip Code

[Redacted]

May we contact this employer?

Yes No

I am currently employed with this employer

Yes No

Ending Date (mm/dd/yyyy)

If currently employed enter today's date.

[Redacted]

Career Search for Experienced Hires

Starting Pay
(in U.S. Dollars) (dddd.cc)

Ending Pay
(in U.S. Dollars) (dddd.cc)

Supervisor's Name

Starting Pay Interval

Ending Pay Interval

Supervisor's Title

Reason for leaving or seeking other employment?
(maximum of 500 characters)

Brief description of job
(maximum of 500 characters)

Please explain any period between jobs:

Employer 3 All fields required if an employer name is provided

Employer Name

Type of Business

Employer's Address

City

State

Zip Code

Phone Number (XXX-XXX-XXXX)

May we contact this employer?

Yes No

Job Title

I am currently employed with this employer

Yes No

Starting Date (mm/dd/yyyy)

Ending Date (mm/dd/yyyy)

If currently employed enter today's date.

Starting Pay

(in U.S. Dollars) (dddd.cc)

Starting Pay Interval

Ending Pay

(in U.S. Dollars) (dddd.cc)

Ending Pay Interval

Supervisor's Name

Supervisor's Title

Reason for leaving or seeking other employment?
(maximum of 500 characters)

Brief description of job
(maximum of 500 characters)

Please explain any period between jobs:

[Redacted]

Employer 4 All fields required if an employer name is provided

Employer Name

[Redacted]

Type of Business

[Redacted]

Employer's Address

[Redacted]

City

[Redacted]

State

[Redacted]

Zip Code

[Redacted]

Phone Number (XXX-XXX-XXXX)

[Redacted]

May we contact this employer?

Yes No

Job Title

[Redacted]

I am currently employed with this employer

Yes No

Starting Date (mm/dd/yyyy)

[Redacted]

Ending Date (mm/dd/yyyy)

If currently employed enter today's date.

[Redacted]

Starting Pay

(in U.S. Dollars) (dddd.cc)

[Redacted]

Starting Pay Interval

[Redacted]

Ending Pay

(in U.S. Dollars) (dddd.cc)

[Redacted]

Ending Pay Interval

[Redacted]

Supervisor's Name

[Redacted]

Supervisor's Title

[Redacted]

Reason for leaving or seeking other employment?
(maximum of 500 characters)

[Redacted]

Brief description of job

(maximum of 500 characters)

[Redacted]

Please explain any period between jobs:

[Redacted]

Employer 5 All fields required if an employer name is provided

Employer Name

[Redacted]

Type of Business

[Redacted]

Employer's Address

[Redacted]

City

[Redacted]

State

[Redacted]

Zip Code

[Redacted]

Phone Number (XXX-XXX-XXXX)

[Redacted]

May we contact this employer?

Yes No

Job Title

[Redacted]

I am currently employed with this employer

Yes No

Starting Date (mm/dd/yyyy)

[Redacted]

Ending Date (mm/dd/yyyy)

If currently employed enter today's date.

[Redacted]

Starting Pay

Starting Pay Interval

Career Search for Experienced Hires

(In U.S. Dollars) (dddd.cc)

Ending Pay

(In U.S. Dollars) (dddd.cc)

Supervisor's Name

Reason for leaving or seeking other employment?
(maximum of 500 characters)

Brief description of job
(maximum of 500 characters)

Please explain any period between jobs:

References

All references should be people you've worked with or for, not personal acquaintances, friends, relatives, etc.

Reference 1

Name

Business Address

State

Occupation

Relationship

Business Phone Number (###-###-####)

Email Address

Company Name

City

Zip

Job Title

Years Known

Secondary Phone Number (###-###-####)

Reference 2

Name

Business Address

State

Occupation

Relationship

Business Phone Number (###-###-####)

Email Address

Company Name

City

Zip

Job Title

Years Known

Secondary Phone Number (###-###-####)

Reference 3

Name

Business Address

State

Occupation

Relationship

Business Phone Number (###-###-####)

Email Address

Company Name

City

Zip

Job Title

Years Known

Secondary Phone Number (###-###-####)

Additional Information

List any other job-related experience, skills, or other qualifications that you believe should be considered in evaluating your qualifications for employment. (maximum of 500 characters)

Conditions of Application and Employment

I certify that the facts set forth in this Application of Employment, in my resume, and in the other materials I have submitted are true and complete. I understand that any false, misleading, or incomplete information will result in disqualification from employment with the Firm, or in dismissal from employment if an offer of employment has been made and accepted.

I hereby authorize the Employer to contact all my former and current employers, educational institutions, and the other references I have provided regarding me and my performance record and work, academic, and/or military experience.

I hereby authorize my current and former employers to disclose to the Firm all requested information, whether or not substantiated and whether or not included in my personnel record, including but not limited to, any information concerning any unprofessional conduct by me, and to make available to the Firm copies of all documents, whether or not maintained in my personnel record, including but not limited to, documents relating to any unprofessional conduct by me.

I also hereby release the Employer and its employees and agents, and all of my former and current employers, educational institutions, and the other references I have provided from any and all liability and damages for releasing in good faith, or using information concerning me and my performance record and work, academic, and/or military experience. I also hereby waive any right under the Bullard-Plawecki Right to Know Act, 1978 PA 397, The Illinois Personnel Record Review Act, PA-86-324, or any other applicable law, to receive written notice from the Employer or any former or current employer, that disciplinary reports, letters of reprimand, or other disciplinary action taken against me while employed, will be or have been disclosed to a third person or entity.

I also understand that the Employer may conduct or have conducted by an individual or entity of its choice, a conviction-only criminal background history search on me. I hereby consent to this search being conducted and to the disclosure of the results of that search by the individual or entity conducting the search, the Employer, and its employees and agents,

and hereby release and hold those individuals and entities harmless from any and all liability, claims, and damages, including but not limited to, claims for releasing or using any information revealed as a result of this search. I also understand and acknowledge that criminal convictions may result in disqualification from employment with the Employer or in dismissal from employment if an offer of employment had been made and accepted.

In consideration of my employment, I agree and understand that my employment and compensation can be terminated with or without cause, with or without notice, at either my option or at the option of the Employer, it being mutually understood and agreed that my relationship with the Employer is one of employment at will and that no representative of the Employer, has any authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing, unless in the form of a written personal contract signed by the Human Resource Director.

I agree not to commence any action or suit relating to my employment with the Employer more than six (6) months after the occurrence of the facts giving rise to the claim, or more than six (6) months after the date of my termination of such employment, whichever is earlier, and to waive any longer statute of limitations to the contrary. In the event that the statute of limitations applicable to such a claim is less than six (6) months, I agree that the shorter statute of limitations shall apply.

If I am employed, I understand that additional personal data will be required for determination of benefit eligibility and for statistical purposes.

I will abide by all policies, rules and regulations, as amended from time to time, of the Employer.

I agree to the statements of the authorization above. •
 Yes No

I hereby Authorize this
electronic signature submittal to
serve as my legal signature •

Yes No

Electronic Signature(enter full legal name):

Print Name (enter full legal name)

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: PLANTE & MORAN, PLLC
2. Address of Contractor: 27400 NORTHWESTERN HWY
SOUTHFIELD, MI 48026
3. Name of Predecessor Entities (if any): PLANTE & MORAN, LLP
PLANTE & MORAN, CPAs
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in 1984 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

MICHAEL J. SWARTZ (Printed Name) PARTNER (Title)
[Signature] (Signature) 6/29/12 (Date)

Subscribed and sworn to before me
this 29th day of July
[Signature]
Notary Public, Wayne County, Michigan
My Commission expires: 5-7-2013

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 6
TO CONTRACT NO. 2842386**

THIS AMENDMENT AGREEMENT NO. 6 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department ("City"), and Plante Moran PLLP, a Michigan Partnership, with its principal place of business located at 27400 Northwestern Highway, Southfield MI 48037 ("Contractor").

WITNESSETH:

WHEREAS, the City has engaged the Contractor to provide certain services ("Services") to the City; and

WHEREAS, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, Article 17 of the Contract permits the parties to amend the Contract by mutual agreement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

**1. AMENDMENT TO SECTION 7
COMPENSATION**

1.01 Section 7.01, which now reads:

Compensation for Services provided shall not exceed the amount of **Three Million Three Hundred Thousand and 00/100 Dollars (\$3,300,000.00)** inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

Is amended to read:

Compensation for Services provided shall not exceed the amount of **Five Million and 00/100 Dollars (\$5,000,000.00)** paid in the manner set forth in Exhibit B. Unless this contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

2. EFFECT OF AMENDED TERMS ON THE REMAINING

PROVISIONS OF THE CONTRACT

2.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

3. AMENDMENT AUTHORIZATION

3.01 This Amendment to the Contract shall not become effective until:

- (a) The Amendment has been approved by the required City departments;
- (b) The Amendment has been authorized by resolution of the City Council; and
- (c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

1. Bruce H Shapiro
(signature)

Bruce H Shapiro
(print name)

2. David Helisek
(signature)

DAVID HELISEK
(print name)

CONTRACTOR:

BY: Michael J. Swartz
(signature)

Michael J. Swartz
(print name)

ITS: Partner
(title)

WITNESSES:

1. Tylene Hadley
(signature)

Tylene Hadley
(print name)

2. Darin Carrington
(signature)

(print name)

CITY OF DETROIT Finance Department
DEPARTMENT:

BY: John Naglich
(signature)

John Naglich
(print name)

ITS: Finance Director
(title)

THIS AMENDMENT WAS APPROVED
DEPARTMENT
BY THE CITY COUNCIL ON
THE
DETROIT _____

APPROVED BY LAW
PURSUANT TO SECTION 6-406 OF
CHARTER OF THE CITY OF

Bonnie Jacobs
Purchasing Director Date

[Signature] 9/5/14
Corporation Counsel Date

THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.

FIRST AMENDED EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The Contractor shall commence performance of this contractor upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed. The Contract shall be completed by **December 31, 2017**.

II. Service to be Performed

Under the direction of the City's CFO, CIO, Finance Director and/or Board of Assessors, Plante & Moran (P&M) will act as the Project Manager for the Restructuring of the Finance Department, Assessment Division, completing an IT Assessment and Strategic Plan, and conducting Implementation Planning, Finance Department Process Redesign, and Implementation Management Assistance with the City's selection and installation of a new ERP system.

Project 1: Restructuring of the Finance Department, Assessment Division

- **Serve as Project Manager for the Restructuring of the Assessment Division.**
- **At the direction of the Board of Assessors, reorganize division to support core functions.**

The administration of this project will include the following components:

- Overall project management, including weekly meetings with Assessing leadership and monthly meetings with the project Oversight Committee to ensure project alignment with City objectives;
- Residential appraisal vendor selection, including researching best practices, draft RFP for vendor selection, reviewing proposals and oversight of selection process;
- Technical records upgrade, including contract negotiations and liaising with Assessing vendors:
- Pictometry and iLookabout (aerial and street-view imagery)
- BS&A (City's CAMA database)
- Sketch digitization, remote data verification, and residential appraiser vendor (to be selected by City) for updated Assessing records
- Change management/organizational development services including communication planning as requested, advising Assessing leadership on restructuring, assisting on restructuring efforts, coordination of efforts with other City stakeholders, as needed.

This project is a continuation of work performed by Plante Moran in 2013 and 2014. It will continue through 2014, 2015 and 2016. The project will be completed when sketches are digitized by a 3rd party, property record information is verified by a 3rd party, and properties are appraised by a 3rd party.

Project 2: IT Division Assessment and Strategic Plan

- Conduct an IT Division Assessment and develop a Strategic Technology Plan

The City has requested that Plante Moran conduct an assessment of the IT functions of the organization. The objective of this project is to perform an IT Assessment and Strategic planning process, including a thorough physical network health check, a security assessment, a strategic sourcing analysis, a mobility strategy, and an overall IT Strategic and Tactical plan to guide the City in prioritizing future initiatives. In this effort, Plante Moran will leverage recent work with the City to assess three areas: IT organization, IT administration, and IT technology.

The administration of this project will consist of the following components:

- Project Management activities, including a project charter, an organizational structure, and a detailed project plan;
- Information Technology Assessment, including document review, staff interviews, technical environment review, survey of end-user satisfaction, strategic sourcing analysis, and production of a preliminary assessment as a deliverable; and
- Strategic Technology Master Plan, including a visioning session with leadership, definition and prioritization of projects, scheduling of projects, and production of a draft strategic technology master plan as a deliverable.

Deliverables for this project include an Information Technology Assessment, Strategic Technology Plan and a prioritized project portfolio. This project will be completed in 2014. Additional work that may result from recommendations, including assistance with implementation of recommendations, will be negotiated after next steps have been identified by the City.

III. General

Plante Moran will be paid for the above services through December 31, 2017 pursuant to a contract maximum as follows:

- Project 1: \$1,500,000
- Project 2: \$200,000

Project Billing Rates

Plante Moran will provide services on an hourly, as needed, basis and will submit invoices for services semi-monthly. Fees will be based on specific hours comparable for the work at the following blended rates:

- Project 1: \$215 per hour
- Project 2: \$235 per hour

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN

)SS.

COUNTY OF WAYNE

The foregoing contract was acknowledged before me the 6th day of June, 2014, by John Naglick (name of person who signed the contract) the Finance Director (title of person who signed the contract as it appears on the contract) of Finance Department (complete name of the City department)

on behalf of the City.

Jennifer J. Davis

Notary Public, County of WAYNE

State of MICHIGAN

My commission expires: October 20, 2014

JENNIFER J. DAVIS
Notary Public - Michigan
Wayne County
My Commission Expires October 20, 2014

**PARTNERSHIP
CERTIFICATE OF AUTHORITY**

I, Michael J. Swartz, a General Partner in Plante & Moran PLLP,
(name of general partner) (complete name of partnership)

a Oakland County, Michigan Partnership (the "Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to
a Partnership Agreement dated July 1, 2008, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on October 22, 2008.

and that the same is now in full force and effect:

"**RESOLVED**, that each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by a general partner shall be conclusive evidence of such approval."

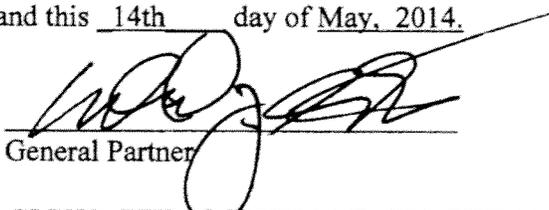
FURTHER, I CERTIFY that the following persons are General Partners:

Michael J. Swartz
Gordon Krater
Frank Audia
Beth Bialy

David Helisek
Adam Rujan
James Proppe
Dianne Wells

FURTHER, I CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute and commit the Partnership to the conditions, obligations, stipulations and undertakings contained in Contract No. 2842386 between the City and the above referenced partnership and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 14th day of May, 2014.



General Partner

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.