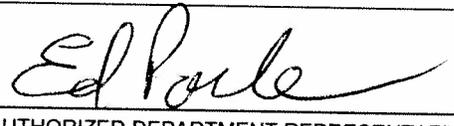
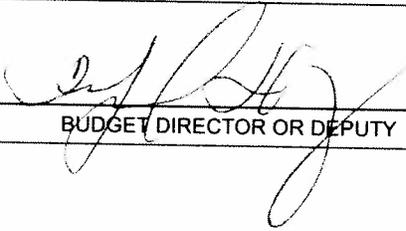
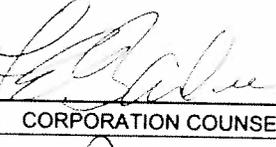
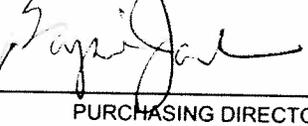


PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2838910
 STANDARD PO NUMBER
 AMENDMENT #1
 REVISION
 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 GSD	
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON ED PORCHE		PERSON NO. 6280910	
CONTRACTOR'S NAME: LIMBACH COMPANY LLC				DATE PREPARED 12/27/13	
CONTRACTOR'S ADDRESS: 926 FEATHERSTONE PONTIAC, MI 48342		ENGINEER'S ESTIMATE <input type="checkbox"/>		CONTRACT CHANGE <input checked="" type="checkbox"/>	
		TOTAL CONTRACT AMOUNT \$4,020,878.00		TOTAL CPO AMOUNT \$4,020,878.00	
		CHANGE AMOUNT \$0.00		14 MAR -5 PM 2:26	
PHONE NO. 313-961-1711		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL			
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 16-1622725		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
PURPOSE OF CONTRACT: BUILDING MANAGEMENT SERVICES @ MADISON CENTER, 36 TH DISTRICT COURT.					
CHARGE ACCOUNT: 1000 -470115 - 006004 -627190 -11351 -000000 - A4510 No ADDITIONAL FUNDS REQUESTED					

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	2-6-14
FEB 14 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	FEB 18 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
FEB 19 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	2/18/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	3/5/14
	PURCHASING DIVISION  PURCHASING DIRECTOR	4/2/14
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: April 11, 2014

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL
SESSION OF APRIL 1, 2014 (ITEMS PASSED WITHOUT WAIVERS)

I am authorizing approval of the following:

FINANCE

Reso. Autho. Contract No. 2821980 - 100% City Funding – Furnish Website Access on the Wayne County Register of Deeds Website. Original PO was \$150,000, no new funding is needed. This renewal is a Time Extension Only (expired 12/31/2013). New Period Jan. 1, 2014 – Dec. 31, 2014 Par# 127 – Company: Wayne County Register of Deeds – Contract Period: January 1, 2014 through December 31, 2014 – Contract Amount: \$0.00 Time Extension Only.

Reso. Autho. Contract No. 2879763 - 100% City Funding – To Provide Accounting Services for Preparation of the City's 2013 CAFR – Contractor: Randy Lane, PC, CPA, 535 Griswold, Suite 111-607, Detroit, MI 48226 - Contract Period: July 1, 2013 through June 30, 2014 – Contract Increase: \$18,500.00. Contract Amount Not to Exceed: \$208,500.00.

LAW

Reso. Autho. Legal Representation and Indemnification in lawsuit of Tyrus Cummings v. Roland Frederick, Mark Newton, Marvin Stribling, Reginald Dyas, William Jackson, Todd Messineo, and the City of Detroit; United States District Court Case No. 13-14772; for P.O. Mark Newton, P.O. Marvin Stribling, P.O. Reginald Dyas, P.O. William Jackson and Sgt. Todd Messineo.

Reso. Autho. Legal Representation and Indemnification in lawsuit of Brandon Kenney v. Jose Ortiz, Kevin Drury, Randolph Studley and the City of Detroit; Wayne County Circuit Court Case No. 13-008110-NO; for P.O. Kevin Drury.

BUDGET

Reso. Autho. Contract No. 2672983 - 100% City Funding – PAR Renewal – Annual Software Maintenance Fees November 1, 2013 to October 31, 2014 – Company: CGI Technologies Inc., 11325 Random Hills Road Bridgewater Corp. Ctr., Fairfax, VA 22030 – Contract Period: November 1, 2013 through October 31, 2014 – Contract Amount \$84,252.72. (This is a Contract Renewal – Contract Expired on October 31, 2013)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE
FORMAL SESSION OF APRIL 1, 2014 (ITEMS PASSED WITH WAIVERS)

BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL

Reso. Autho. Contract No. 2890128 - 100% Federal (CDBG) Funding – Notification of Emergency Procurement as provided by Ordinance No. 15-00 – Please be Advised of an Emergency Procurement as follows: Description of Procurement: Demolition of 11547-55 Livernois – Contractor: Able Demolition Inc., 5675 Auburn, Shelby Township, MI 48317 – Total Amount \$15,000.00.

Reso. Autho. Contract No. 2890130 - 100% Federal (CDBG) Funding – Notification of Emergency Procurement as provided by Ordinance No. 15-00 – Please be Advised of an Emergency Procurement as follows: Description of Procurement: Demolition of 4459, 4467 & 4473 St. Clair – Contractor: Brown Construction Co., 6450 Legrand, Detroit, MI 48214 – Total Amount \$18,500.00.

CITY PLANNING COMMISSION

Reso. Autho. Modification of Planned Development (PD) zoning district in the Elmwood Park #3 Urban Renewal area at 1300 McDougall Drive to allow for the construction of the 82-unit VOA Bradby Place Apartments.

CITYWIDE

Reso. Autho. Contract No. 2889936 - 100% City Funding – Notification of Emergency Procurement as provided by Ordinance No. 15-00 – Please be Advised of an Emergency Procurement as follows: Description of Procurement: ProtectMyID Elite 3B (Online/Offline Enrollment & Alerts) – Contractor: Experian Information Solutions Inc, 475 Anton Blvd., Costa Mesa, CA 92626 – Contract Amount \$52,000.00.

DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Reso. Autho. Thursday, April 17, 2014 at 10:15 a.m. public hearing regarding Amended and Restated 3800 Woodward Brownfield Redevelopment Plan.

Reso. Autho. Surplus Property Sale – 2926 Beatrice, to Leonard Pierce Jr., for the amount of \$4,900.00.

Reso. Autho. Surplus Property Sale – 8878 N. Clarendon, to Malcolm Clark and Edsel Clark, for the amount of 5,600.00.

Reso. Autho. Surplus Property Sale – 222 W. Grixdale, to Caisha Tarese Jones, for the amount of \$2,450.00.

Reso. Autho. Surplus Property Sale - 7415 Nett, to Mohamed Alani, for the amount of \$500.00.

Reso. Autho. Surplus Property Sale - 13857 Seymour, to Patricia Maxwell, for the amount of \$4,200.00.

Reso. Autho. Surplus Property Sale – 11701 St. Marys, to Clarice Ford and Howard Williams, tenants in common, for the amount of \$1,800.00.

Re: VOIING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE
FORMAL SESSION OF APRIL 1, 2014 (ITEMS PASSED WITH WAIVERS)

Reso. Autho. Surplus Property Sale – 11567 St. Patrick, to Iasha Barnes, for the amount of \$2,450.00.

Reso. Autho. Surplus Property Sale – 17214 Wyoming, to Joseph Fields and Joseph Fields Jr., for the amount of \$6,000.00.

Reso. Autho. Surplus Property Sale – Vacant Land - 20200 Asbury Park, to Darnel J. Williams, for the amount of \$420.00.

Reso. Autho. Surplus Property Sale – Vacant Land - 18941 & 18945 Hoover, to Lawrence H. Hill and Sonja Hill, for the amount of \$400.00.

Reso. Autho. Surplus Property Sale - Development: 3725 & 3733 Manistique, to Tina Powell, for the amount of \$1,200.00.

Reso. Autho. Declaration of Surplus and Transfer of Jurisdiction for 11559 Woodward.

GENERAL SERVICES

Reso. Autho. Contract No. 2838910 -100% City Funding – Building Management Services at Madison Center, 36th District Court – Contractor: Limbach Company LLC, 926 Featherstone, Pontiac, MI 48342 – Contract Period: March 1, 2011 through February 28, 2015 – Contract Amount: \$4,020,876.00. No Additional Funds Requested, Time Extension Only (Amendment to request extension of time only. Original contract approved by City Council June 14, 2011 for \$4,020,876.00.)

PUBLIC WORKS

Reso. Autho. Petition of Ingram Civil Engineering Group LLC (#2925), request to relocate two alleys on the eastern side of the medical center located at 15000 Gratiot Avenue to east of the subject property line and redirected inward to Rossini Drive.

Reso. Autho. Petition of DTE Energy (#2847), request permission to vacate alley bounded by First Street, Grand River, Plaza Drive and Jones Street.

RESOLUTIONS

Reso. Autho. Appointments of Derek L. Brown, Khalilah Burt Gaston, Aaron Goodman and Sandra Yu to the Brownfield Redevelopment Authority - Community Advisory Committee, effective immediately, for a term ending on June 30, 2015.

Reso. Autho. Appointment of Maggie DeSantis to the Detroit Building Authority, effective immediately, for a term ending on June 30, 2018.

Reso. Autho. Appointments of Melanie Bazil, Zene Frances L. Fogel-Gibson, and Robert Linn to the Historic Designation Advisory Board, effective immediately, for a term ending on February 14, 2016.

Reso. Autho. Appointment of Victoria Byrd-Olivier to the Historic Designation Advisory Board, effective immediately, for a term ending on February 14, 2015.

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE
FORMAL SESSION OF APRIL 1, 2014 (ITEMS PASSED WITH WAIVERS)

Reso. Autho. Appointments of Karissa M. W. Holmes, Freddie M. Linsey-Payne, Toney Stewart, and
Eric C. Williams to the Olympia Development of Michigan, LLC Event Center Project
Neighborhood Advisory Council.

TRANSPORTATION

Reso. Autho. Contract No. 2805507 - 100% Federal Funding – To Provide Normal and Emergency
HVAC Repairs – Company: Walker's Heating and Cooling, Location: 15921 W. 8 Mile Road,
Detroit, MI 48235 – Contract Period: February 1, 2014 through January 31, 2015 –Potential Cost
Savings: \$220,590.30 - Original Contract Amount: \$6,827,209.00 - No Additional Funds Needed.
TRANSPORTATION (Renewal of Existing Contract – Original Contract expired January 31, 2014.)

UNFINISHED BUSINESS

An ordinance to amend Chapter 14 of the 1984 Detroit City Code, Community Development, by
adding ARTICLE IX. COMMUNITY ADVISORY COUNCILS; DIVISION 1. IN GENERAL;
CREATION AND DISSOLUTION OF COMMUNITY ADVISORY COUNCILS, Sections 14-9-
1 through 14-9-8; DIVISION 2. OPERATION OF COMMUNITY ADVISORY COUNCILS;
RULES AND PROCEDURES; Subdivision A. Members and Officers, Section 14-9-11 through 14-
9-20; and Subdivision B. Meetings and Records, Sections 14-9-21 through 14-9-29, to implement the
provisions of Article 9, Chapter 1 of the 2012 Detroit City Charter regarding procedures for the
creation and operation of Community Advisory Councils. (SIX (6) VOTES REQUIRED FOR
IMMEDIATE EFFECT ON THE EIGHTH DAY AFTER PUBLICATION) ROLL CALL

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating 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: March 12, 2014
To: Ed Porche
From: Zenola Holland
Purchasing Division
RE: **Contract Number #2838910-Limbach Company LLC, CO#1**

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 – Expired January 15, 2014
- Income Tax Clearance
- Human Rights Affidavit
- Insurance Certificate ('Hired Auto & Owned Auto' or Waiver to Certify no Owned Autos)
- Hiring Policy Affidavit & Employment Application (without reference to questions regarding a felony)
- Slavery Era Affidavit
- Certificate of Authority
- 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 224-4608. Thank you, in advance, for your cooperation.

cc: Boysie Jackson, Purchasing Director
File

City Of Detroit

Law Department
Office of Corporation Counsel
-Contracts Section-

INTERDEPARTMENTAL MEMORANDUM

TO: Shekia Sewell-Lovely, Contracts Desk
Purchasing

FROM: Jim Edwards
Assistant Corporation Counsel
Direct Dial: (313) 237-3046

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2838910

Vendor Name: Limbach Company, LLC

DATE: 3/5/2014

The documents checked below have expired. Prior to placement of this contract on City Council's agenda, please insure that the documents identified below are current or have been renewed. The department has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

*Expired
1/15/2014*

Property Tax ___ Income Tax
___ Human Rights ___ Other (Identify: _____)

INSURANCE

_____ The coverage required by this contract per the certificate of insurance furnished with this contract has expired as follows:

Entire Certificate: ___ General Liability: ___
Prof. Liability: ___ Excess Liability: ___
Automobile: ___ Workers Comp. & Emp. Liab.: ___
Other (Identify) _____

The departmental requestor was notified by this writer on 3/5/2014

cc: GSD Department - Attn: Ed Porche

CONTRACT # 2838910 Amendment #1

DEPARTMENT General Services

WAVIER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Limbach Company LLC

ADDRESS: 926 Featherstone Road
Poniac, MI 48342

PROJECT: Building Management Services

TYPE OF FUNDING AND %: 100% COD

CONTRACT AMOUNT: \$4,020,876.00 (No Additional Funds Requested)

CONTRACT PERIOD: March 1, 2011-February 28, 2015

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Building and operations management services at Madison
Center, 36Th District Court.

REASON FOR DELAY: _____

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: December 2, 2013 Department: General Services Division: Building Maintenance

Dept Head/Contact Person: Ed Porche Phone No.: 628-0910

Description: Building Management Services, Contract No.: 2838910 PO Type: Prof Svc - CPO Est. Value: \$255,068.00.

Contract Term (if applicable): March 1, 2014 to February 28, 2015

Funding: City 100% State _____ % Federal _____ % Other: _____ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Limbach Company, LLC Required Date: March 1, 2014

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: Provides building management services for 36th District Court
Consequence of not buying: Not able to maintain building for court.

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name:

4. Deal If answer to #3 is "No" explain why a Co-Op was not considered: N/A

5. Were savings achieved?

Yes Amount \$ N/A No

Were additional savings requested? (10%) Yes No

6. Does the supplier currently provide other goods and services to the City? Yes No

If yes please list: _____

7. The business being awarded is Renewal Contract

If #6 is a renewal provide justification for renewal: Building Management Services

If #6 is a increase/decrease does this represent:

Variance in unit price only (Current unit price \$N/A Suggest Unit Price \$ _____)

Change in amount/volume of the good or service to be used (no change in unit price)

8. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

01/11/12

9. 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 CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: January 12, 2012

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE NO. _____

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: General Service CONTACT: Ed. Porche PHONE: 313-628-0910

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

A. To: City of Detroit For: Individual
Income Tax Division or Company Name Limbach Company LLC.
Coleman A. Young Municipal Center Address 926 Featherstone Rd.
2 Woodward Avenue, Ste. 812 City Pontiac
Detroit, MI 48226 State Michigan Zip Code 48343
Phone: (313) 224-3328 or 224-3329 Telephone 248/391.1411 Fax # _____
Fax: (313) 224-6688

B. Name of Chief Financial Officer/Authorized Contact Person (Indicate address if different from above) Kristopher Thorne Telephone # 248.391.1411
Employer Identification or Social Security Number 16-1622725 Fax # 1248.975.5860
Spouse Social Security Number _____

Nature of Contract: _____ 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

- 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&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 City Income Tax Ordinance?
 Yes No Signature [Signature] Date 10/14/13 Expires 10/14/14
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

**PURCHASING DIVISION
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4067 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract Building Maintenance Contract
Contract Amount _____

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name LIMBACE COMPANY LLC

Business Address 526 FEATHERSTONE PONTIAC, MI 48343

Ward/Item # _____

F.I.D. NO. 16-1622725

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person KRISTOPHER THORNE

Phone Number 248.931.1411

Fax Number _____

Owner(s) Home Address _____ Lease Own.

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

Real Property Special Assessment Personal Property Other Receivable

Denied
 Approved

Denied
 Approved

Denied
 Approved

Denied
 Approved

Comments: _____

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 bill.

[Signature]
Signature (City of Detroit)

2-24-14
Date

DEC 30 2014
Expiration Date

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the Limbach Company, (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. 283 8910

Printed Name of Contractor: Limbach Company
(Type or Print Legibly)

Contractor Address: 421 MADISON DETROIT MI 48226
(City) (State) (Zip)

Contractor Phone/E-mail: (248) 521-0918 | CARTERJESSE3@CS.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: JESSE CARTER - FACILITY MANAGER

Signature of Authorized Representative: [Signature]

Date: FEB 3, 2011

*** This document MUST be notarized ***

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Darnell Pettway

My Commission Expires: July 15, 2013

DARNELL C. PETTWAY
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 15, 2013
Acting in the County of Wayne

For Office Use Only:	
Cov. Rec'd: <u>2/4/11</u> in	Department Name: <u>General Services</u>
<input checked="" type="checkbox"/> Accepted by: <u>[Signature]</u>	<input type="checkbox"/> Rejected by:
Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434.	

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Limbach Company LLC

2. Address of Contractor: 926 FEATHERSTONE RD
PONTIAC MI 48342

3. Name of Predecessor Entities (if any): _____

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 1901 (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).

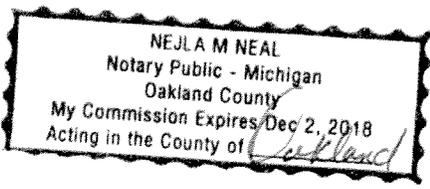
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to 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.

Kris THORNE (Printed Name) SR. VICE PRESIDENT (Title)

[Signature] (Signature) 10/30/13 (Date)

Subscribed and sworn to before me
this 30th day of October, 2013

Nejla M. Neal
Notary Public, Oakland County, Michigan
My Commission expires: 12-2-18



Hiring Policy Compliance Affidavit

I, Kris Thorne, being duly sworn, state that I am the SR. VICE PRESIDENT
_____ of Limbach Company LLC
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.

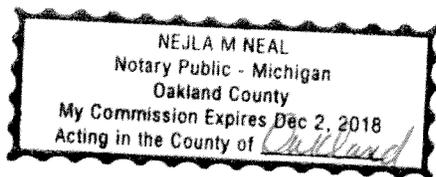
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

[Signature]
Title: SR. VICE PRESIDENT Date: 10/30/13

STATE OF Michigan)
COUNTY OF Oakland) SS

The foregoing Affidavit was acknowledged before me the 30th day of October 2013,
by Nejla M Neal



Notary Public, County of Oakland
State of Michigan
My commission expires: 12.2.18

LIMBACH

Since 1901 Consistently Exceeding Expectations

EMPLOYMENT APPLICATION

NOTE: If any clause(s) contained herein is found to be unenforceable in a particular state, such clause(s) is deemed stricken.

Position applying for: _____

PERSONAL DATA

Name: _____ (_____)
Last First Middle (Preferred First Name)

Current Address _____
Street & Number City/Town State Zip

Home Phone Number: (_____) _____ Social Security No. _____ - _____ - _____

Other Phone Number: (_____) _____ e-mail address: _____

Contact in Case of Emergency _____
Name Address Phone

How did you find out about this job? _____

Are you legally eligible to work in the United States? ____ Yes ____ No

EDUCATION

	Institution Name/City, State	Course/Major	Highest Grade Completed	Degree
High School	_____	_____	_____	_____
College	_____	_____	_____	_____
Graduate School	_____	_____	_____	_____
Technical/Business	_____	_____	_____	_____
Certifications/Licenses	_____			

Courses taken toward certification and licensure	_____			

Professional/Technical Memberships	_____			

Interviewed By: _____ Date Interviewed: _____

PLEASE COMPLETE EVERY ITEM WHETHER OR NOT YOU ARE ALSO ATTACHING A RESUME

EMPLOYMENT HISTORY

Begin with current or last employer

Employer's Name: _____

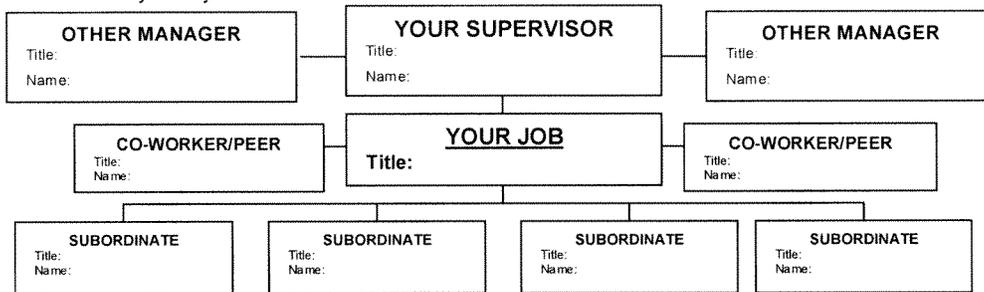
Mailing Address: _____ May we Contact? _____

Dates of Employment: From ____/____/____ To ____/____/____ Phone: (____) _____

Final Earnings: \$ _____ per _____ Reason for leaving: _____

Your Job: Describe below your exact function in the organization. If a technical or management position, explain types of equipment, size of crews and your position relative to the organization.

Complete the following chart. Provide your supervisor's title and name, your job title and the titles and names of people (if any) that reported to you or worked closely with you:



Employer's Name: _____

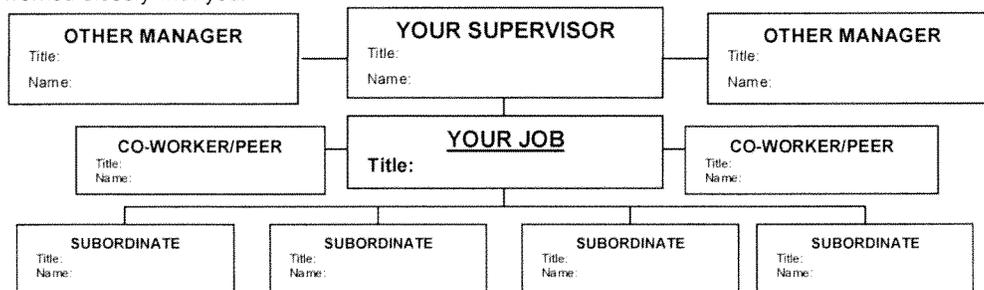
Mailing Address: _____ May we Contact? _____

Dates of Employment: From ____/____/____ To ____/____/____ Phone: (____) _____

Final Earnings: \$ _____ per _____ Reason for leaving: _____

Your Job: Describe below your exact function in the organization. If a technical or management position, explain types of equipment, size of crews and your position relative to the organization.

Complete the following chart. Provide your supervisor's title and name, your job title and the titles and names of people (if any) that reported to you or worked closely with you:



Employer's Name: _____

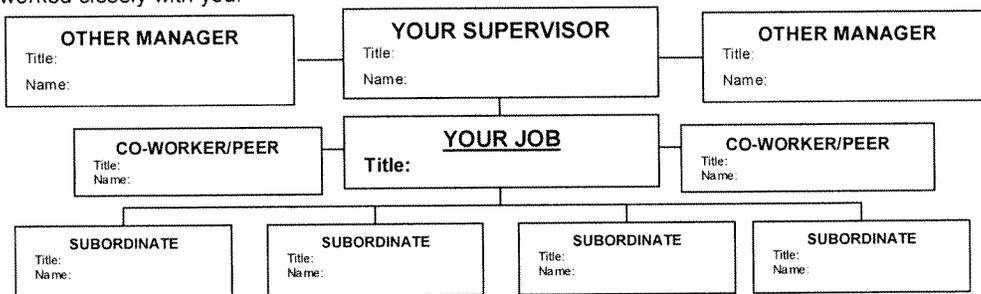
Mailing Address: _____ May we Contact? _____

Dates of Employment: From ____/____/____ To ____/____/____ Phone: (____) _____

Final Earnings: \$ _____ per _____ Reason for leaving: _____

Your Job: Describe below your exact function in the organization. If a technical or management position, explain types of equipment, size of crews and your position relative to the organization.

Complete the following chart. Provide your supervisor's title and name, your job title and the titles and names of people (if any) that reported to you or worked closely with you:



Employer's Name: _____

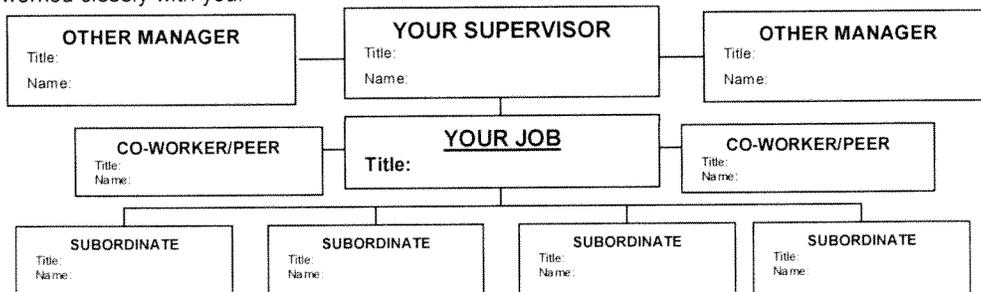
Mailing Address: _____ May we Contact? _____

Dates of Employment: From ____/____/____ To ____/____/____ Phone: (____) _____

Final Earnings: \$ _____ per _____ Reason for leaving: _____

Your Job: Describe below your exact function in the organization. If a technical or management position, explain types of equipment, size of crews and your position relative to the organization.

Complete the following chart. Provide your supervisor's title and name, your job title and the titles and names of people (if any) that reported to you or worked closely with you:



MILITARY SERVICE

Branch: _____ Dates Served: From: ____/____/____ To: ____/____/____

Highest Rank Achieved: _____ Present Status: _____

PROFESSIONAL REFERENCES

Industry associates, peers, subordinates or operators with whom you worked or associated that can serve as a reference regarding your capability and experience. Be specific regarding relationship, title, employer.

1.	_____	_____	_____	_____	_____
	Name	Title	Company	Address	Phone Number
2.	_____	_____	_____	_____	_____
	Name	Title	Company	Address	Phone Number
3.	_____	_____	_____	_____	_____
	Name	Title	Company	Address	Phone Number

CERTIFICATION AND AUTHORIZATION

(Please read the following carefully and be sure you understand before signing.)

I certify that the information on this application and any supporting documents is true, accurate and complete to the best of my knowledge.

I authorize Limbach Facility Services LLC ("Company") to investigate all statements contained in this application and any supporting documents. I authorize the Company to secure information about my experience from former employers, educational institutions, financial institutions or any references I have provided. I authorize these entities and persons to furnish such information, and I release these entities and persons from any liability arising in relation to such investigation. I further understand that the investigation will be conducted in accordance with the regulations of the Equal Employment Opportunity Commission.

I understand that any false statement, misrepresentation, or omission of facts made by me in connection with this application or any supporting documents, regardless of when discovered, will be considered just cause for rejection of this application or immediate dismissal from employment. I also understand that, if hired, I will be an employee-at-will and will be free to resign at any time, and that the Company will likewise be free to terminate my employment at any time, with or without cause, and with or without notice. I further understand that neither this application, nor any other communication from the Company is intended to create an employment contract and that no representative of the Company has the authority to make any assurances to the contrary.

I hereby acknowledge that should I be considered for employment with the Company, I will be required to submit to a screening for intoxicants. Should I be hired prior to this process, the company's offer of employment will be contingent upon successful completion of the required drug screen.

Signature: _____ **Date:** _____

Limbach Facility Services LLC is an Equal Opportunity Employer dedicated to a policy of nondiscrimination in employment on any basis including race, religion, sex, national origin, age, veteran status, marital status, disability or any other basis prohibited by law.

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

LIMBACH COMPANY LLC

CONTRACT NO.

2838910

Amendment #1

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 1
TO CONTRACT NO. 2838910**

THIS AMENDMENT AGREEMENT NO. 1 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its General Services Department "City"), and Limbach Company LLC of Pontiac, a Michigan LLC, with its principal place of business located at 926 Featherstone Road, Pontiac, MI 48342 ("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 16 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. additional services or locations are added to the Agreement, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

1. AMENDMENT TO EXHIBIT A

- 1.01** Exhibit A of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit A in its place.

**4. EFFECT OF AMENDED TERMS ON THE REMAINING
PROVISIONS OF THE CONTRACT**

4.01 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.

5. AMENDMENT AUTHORIZATION

5.01 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. EA
(signature)
Enod Ammeri
(print name)

2. [Signature]
(signature)
ERICKA MENT
(print name)

CONTRACTOR:

Limbach Company, LLC

BY: [Signature]
(signature)
Keith Thorne
(print name)

ITS: SVP
(title)

WITNESSES:

1. [Signature]
(signature)
MARK TIPKIAN
(print name)

2. [Signature]
(signature)
MICHAEL JACOBS
(print name)

CITY OF DETROIT:

General Services Department

BY: [Signature]
(signature)
Brad Dick
(print name)

ITS: Director
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON APR 0 1 2014
EM APR 1 1 2014

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

[Signature] 4/22/14
Purchasing Director Date

[Signature] 3/5/14
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 Contract upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed. The amended contract is for one (1) year with one (1) one (1) year renewal. The Contract shall start on March 1, 2011 and be completed on February 28, 2015.

1. INTRODUCTION

The City of Detroit General Services is responsible for the day-to-day operation and maintenance of the building and its major systems. The General Services Department has contracted with Limbach Company the Building Management Firm to assume these responsibilities.

For the purposes of this professional services contract, the General Services Department will be the contracting agency and the 36th District Court will be the tenant of the buildings.

2. MADISON CENTER BUILDING

The home of the 36th District Court is the Madison Center Building located at 421 Madison Street in Detroit, Michigan is the subject of this professional services contract.

BACKGROUND

This building is located on Madison Avenue, north of Gratiot and east of Brush. The existing building was constructed in 1985 by Limbach, and is currently managed by Limbach Facilities Services.

The building includes approximately 240,000 square feet of space on six levels. The building contains One Main Entrance, Cashier's Station, 32 Courtrooms, 114 Restrooms, 1 Cafeteria (non-service), 36 Judges Chambers, offices, 10 Prisoner Holding Areas, Shipping and Receiving Docks and an entire floor for Storage.

Currently, the Court is open to the public Monday through Friday 8:00 a.m. to 4:30 p.m., but is open for arraignments 365 days of the year.

3. BUILDING SYSTEMS

The Madison Center Building has the following major systems:

- (a) Heating: Two Kewanee Boilers provide perimeter heating for the entire building. Approximate age 25 years. The facility is serviced with gas from DTE.
- (b) Cooling: One 500-ton chiller tower located on the roof with an approximate age of 25 years.
- (c) Air Handling: There are twelve air handling mechanical equipment rooms; two on each floor of the building.
- (d) Building Controls: The building controls are DDC controls from American Auto-Matrix and are approximately 15 years. They are located in several locations throughout the building and in a Lower Level office.
- (e) Conveying Systems The building has eight passenger elevators and two escalators.
- (f) Electrical Systems The building is powered by DTE Energy and there is an Emergency Natural Gas Generator. The generator services the Fire Pump, one elevator and the emergency lights in the event of an emergency.
- (g) Domestic Hot Water Peerless Boiler for domestic Hot Water

4. REQUIRED SERVICES

The required services are all those necessary to operate the systems within the buildings, to provide all scheduled maintenance, to perform any non-scheduled maintenance and repairs, cleaning/janitorial services and to provide input into potential capital projects.

APPLICABLE SYSTEMS

The Limbach Company will be responsible to, operate and maintain the following building systems:

- (a) Environmental conditioning systems including but not limited to primary energy sources, heating, cooling, humidification, air handling, building controls
- (b) Plumbing systems
- (c) Fire protection systems including smoke and fire alarm
- (d) Electrical systems including primary power, emergency power, distribution, terminations, power to systems.
- (e) Lighting, both interior and exterior
- (f) Doors and hardware maintenance
- (g) Grounds maintenance

- (h) Conveying systems
- (i) Pest eradication
- (j) Janitorial and cleaning services to included but limited to all of the aforementioned spaces, any open office spaces, floor waxing and maintenance, all daily maintenance.
- (k) Waste management

EXCLUDED SYSTEMS

The following systems are separately contracted services. Maintenance and operation of these services is not included in the required services. The General Services Department staff will manage these systems or will separately contract for these services:

- (l) CCTV surveillance
- (m) Intrusion detection
- (n) Telephone system
- (o) Data network system

The Limbach Company will be responsible for interfacing with the outside contractors managing these systems and/or services.

OPERATIONS MANUAL

At the initiation of the project, Limbach Company will undertake the following:

- Comprehensively review the existing building systems, the Courts operations, the Court contents and required standards to produce an Operations Manual
- Define policies and procedures to be utilized during the term of the contract. Policies and Procedures shall include schedules for all repetitive activities, required maintenance, and required actions for all probable events.
- Develop forms to be utilized in invoicing.
- Policies and Procedures shall be documented in an Operations Manual.
- Copies of the draft manual shall be reviewed with the General Services Department and the 36th District Court and four copies of the final manual shall be provided to GSD.
- The Operations Manual shall be retained in an Operations Office and will be considered a guide for all operations staff work
- The Operations Manual shall be completed within 30 days of the commencement of the services
- The Operations Manual shall describe the computerized maintenance management system to be utilized by Limbach Company
- The Operations Manual shall become the property of the City of Detroit and the General Services Department.

SERVICES INITIATION AND SUPERVISION

The Limbach Company shall adequately train, manage and direct all Limbach's employees in the

performance of the services in accordance with the Operations Manual. The Limbach Company shall provide facility maintenance and support to ensure passing City and/or State inspections of the building systems that are the subject of this professional services contract.

EMERGENCY CONTACT

The Limbach Company shall be the emergency contact for any "after hours" situations at the buildings except those related to security. The Limbach Company is to provide an emergency telephone number plus a back-up number that will ensure a response to "after hours" emergencies at all times.

SYSTEMS OPERATION

Required services for normal systems operation include but are not limited to the operation of the following:

- (a) Air cooled glycol/water chillers and their related installations
- (b) Chilled water pumps, the piping distribution system and related installations
- (c) Air handling units and their related installations
- (d) Heating and humidification system, piping distribution systems and their related installations
- (e) Exhaust ventilation systems and related installations
- (f) Domestic water heating equipment, the piping distribution system and related installations
- (g) Domestic cold water system, the piping distribution system and related installations
- (h) Plumbing drainage and vent systems, sump pumps and related installations
- (i) Fire protection systems and related installations
- (j) Lighting systems and related installations
- (k) Power distribution systems and related installations

SCHEDULED MAINTENANCE

Required services for Scheduled Maintenance include but are not limited to the following:

- (a) Turning on and off heating and cooling systems based on season
- (b) Adjust and/or replace v-belts of all air-handling and exhaust systems based on wear. Check sheaves for alignment and wear
- (c) Replace air filters of all air handling systems based on pressure drop
- (d) Clean condensers of air-cooled chillers periodically, especially during cotton seed season
- (e) Clean pipe strainers in steam, heating hot water and chilled water systems at least twice a year
- (f) Check/adjust glycol and corrosion inhibitor concentration in chilled water system before start of cooling season
- (g) Grease bearings based on manufacturers recommended interval
- (h) Check/adjust chemical treatment in hot water heating system before start of heating

season

- (i) Periodic testing (at least once each quarter) of all motors (fans, hot water and chilled water pump, sump pumps, condensate pumps, etc.) in manual mode.
- (j) Periodic control valve and control damper monitoring (functional testing of actuator and linkages at least twice a year)
- (k) Replace burned-out exterior lamps. Clean exterior light fixtures once a year
- (l) Check and adjust door hardware.

SCHEDULES

The Limbach Company is required to provide a schedule detailing the equipment, the manufacturer, the month the maintenance is required, and the type of maintenance to be performed (i.e. In June, the operational inspection is required for Chiller 1).

NON-SCHEDULED MAINTENANCE

Non-scheduled maintenance includes all unforeseen events occurring in connection with the systems being operated. Services included include all those necessary to determine the nature of the unscheduled event, to determine the necessary remedy, and to implement and/or oversee the remedial and/or repairs work. These potential services shall be addressed in the Operation Manual. Refer to Section 12 of the RFP for details of payment for non-scheduled maintenance.

The Limach Company will be expected to assist the General Services Department in establishing an annual budget for the non-scheduled maintenance.

Costs for the non-scheduled maintenance work with materials plus labor costs exceeding \$500 each repair are to be approved by the General Services Department before committing to the work.

After hours service coverage is to be available 24 hours a day and 7 days per week including holidays.

CAPITAL PROJECTS

The ownership of the building is retained by the City of Detroit. As such they will be eligible for support for capital projects.

Services to be included in the response include those necessary to identify desirable capital projects, particularly those that will significantly contribute to the more efficient operation of the facilities. Design work, cost estimating, etc. of these projects will be undertaken separately. However services should be included in the responses for the normal participation of the building systems operator in such projects.

SERVICES STANDARDS

All services shall be provided in strict conformance with local, state and federal laws, regulations, ordinances, codes and standards.

PERFORMANCE MEASUREMENTS

Limbach's performance is to be reviewed monthly with the General Services Department including but not limited to the following:

- Building Operator performance
- Building Operator scheduled absences and alternative coverage
- Status of repair expenditures and allowance budgets
- Service response times – review of records
- Outstanding service requests
- Equipment downtime
- Maintenance schedule completion status
- Utility bill review
- 36th District Court satisfaction rating

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 2nd day of December,
20 13, by Brad Dick
(name of person who signed the contract)
the Director
(title of person who signed the contract as it appears on the contract)
of General Services Department
(complete name of the City department)
on behalf of the City.

Edward E. Porche

Notary Public, County of Wayne

State of Michigan

My commission expires:

EDWARD E. PORCHE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 15, 2014
ACTING IN COUNTY OF Wayne

CORPORATE ACKNOWLEDGMENT

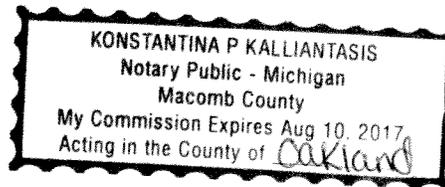
STATE OF Michigan)
)SS.
COUNTY OF Oakland)

The foregoing contract was acknowledged before me the _____ day of November,
20 13, by Kristopher Thorne,
(name of person who signed the contract)
the Senior Vice President,
(title of person who signed the contract as it appears on the contract)
of Limbach Company LLC,
(complete name of the corporation)

on behalf of the Corporation.

[Signature]

Notary Public, County of Macomb
State of Michigan
My commission expires: 8/10/17



CORPORATION CERTIFICATE OF AUTHORITY

I, Virginia Baumgardner Assistant Corporate Secretary of
(name of corporate secretary)
Limbach Company LLC, a Delaware
(complete name of corporation) (state of incorporation)
For Profit, Limited Liability Co. ~~corporation~~-(the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on 11/5/13, and that the same is now in full force and effect
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, 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 any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that Charles A. Bacon, III is Chairman,
Charles A. Bacon, III is President, Senior
Kristopher Thorne is ~~(are)~~ Vice President(s),
Not Authorized is Treasurer,
Not Authorized is Secretary,
N/A is Executive Director, and
N/A is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. 2838910 between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 14 day of November, 20 13.
CORPORATE SEAL
(if any)


Asst. Corporation Secretary

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