

P2DD # 4141

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Change Order # 2

STANDARD POSITION NUMBER
2839842

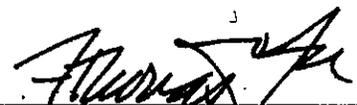
CONTRACT POSITION NUMBER
2839842

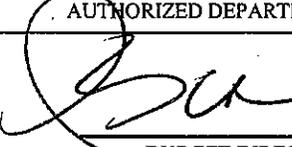
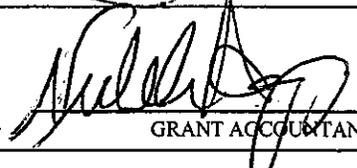
REVISION
1

REVISION
1

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 PDD - Housing Services Section
FUNDING SOURCE (Percent) FEDERAL 100% STATE CITY OTHER	DEPARTMENT CONTACT PERSON Laura E. Bryant	PHONE NO. 224-2574	
CONTRACTORS NAME: Lewis & Munday, P.C.		DATE PREPARED April 09, 2014	
CONTRACTORS ADDRESS: 660 Woodward Suite 2490 Detroit, Michigan 48226		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> ³⁰ CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT \$300,000.00 CHANGE AMOUNT \$150,000.00 \$40,000 ^{90,550} <i>rec</i> TOTAL CPO AMOUNT \$450,000.00 \$340,000 <i>rec</i>	
PHONE NO. (313) 961-2550	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		8390,55 <i>rec</i> 9/15/15
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-1991289	MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
PURPOSE OF CONTRACT: HOME-professional services contract to extend for time only and amount only			
CHARGE ACCOUNT: 4620 - 360976 - 000000 ⁰⁰⁰⁷⁹⁵ - 651120 - 05537 - 000000 - 00000 <i>A3050 rec</i>			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT City of Detroit Planning & Development Dept. 65 Cozmic Square, Ste. 1200 Detroit, Michigan 48226	 7/23/14
AUG 08 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 BUDGET DIRECTOR OR DEPUTY 14 SEP -9 AM 10:50 AUG 13 2014
JUL 17 2015	GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 GRANT ACCOUNTANT CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION 15 JUL 23 PM 4:17 JUL 23 2015
AUG 13 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 FINANCE DIRECTOR OR DEPUTY 15 JUL 23 PM 4:17 8/13/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 CORPORATION COUNSEL CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION 9/8/14
	PURCHASING DIVISION RECEIVED AUG 13 2014	 PURCHASING DIRECTOR 15 JUL 23 PM 4:17
	CITY OF DETROIT CONTRACTS SECTION LAW DEPARTMENT	OCT 20 2015

CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO
CONTRACT NO. (CPO 2839842/SPO 2839843)

THIS AMENDMENT AGREEMENT, NO. 2 (*herein called the "Amendment"*) between **Lewis & Munday P.C., a Professional Corporation**, (*herein called the "Contractor"*); and the City of Detroit, a Municipal Corporation, acting by and through the Housing & Revitalization Department, (*herein called the "City"*), and pertaining to Contract No. 2839842, (*herein called the "Contract"*).

WITNESSETH :

WHEREAS, the City has received a letter of credit for its entitlement of HOME Funds (*herein called "HOME"*) from the U.S. Department of Housing and Urban Development (*herein called HUD*), CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (CFDA) 14.239, GRANT AGREEMENT NUMBER M-11-MC-26-0202 for fiscal year(s); **2011-2012, and;**

WHEREAS, the *Contractor and the City did heretofore enter into the Contract to provide certain legal services to the City, and;*

WHEREAS, said Contract can *be modified pursuant to Article 13 thereof, and;*

WHEREAS, the Contractor and the City did heretofore enter into the Contract, as amended by Amendment No. 1, and by Amendment No. 2, and;

WHEREAS, *it is the mutual desire of the parties hereto to amend and extend the Contract for a term of July 1, 2015 through December 31, 2015, and;*

WHEREAS, *it is the mutual desire of the parties hereto to continue to provide services as set forth in Exhibit A, Scope of Services, which is attached hereto.*

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree that the *Contract* is hereby amended in the following manner:

That Article 3.01 of Amendment 1, which now reads:

"This Contract, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from **July 1, 2010 through June 30, 2014**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Professional Contractor. This Article 3 is subject to the provisions of Article 9, Termination."

Is amended to read as follows:

"This Contract, subject to the approval of the City Council, shall be effective upon (1) such approval of the City Council and (2) execution by the Purchasing Director of the City of Detroit. The term shall be from **July 1, 2015 through December 31, 2015**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Professional Contractor. This Article 3 is subject to the provisions of Article 9, Termination."

That Article 5.01 of Amendment 1, which now reads:

"The City agrees to pay the Professional Contractor for the complete and proper performance of the Services required hereunder, at the rates set forth in Exhibit B, Fee Schedule, attached hereto and made a part hereof, for all billable hours, compensation in an amount not to exceed **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**, inclusive of Reimbursable Expenses, as defined hereinafter, if any. Reimbursable Expenses are those reasonable and necessary out-of-pocket expenses incurred by the Professional Contractor in the performance of the Services. All compensation, including but not limited to payment for Reimbursable Expenses, if any, shall be paid to the Professional Contractor pursuant to the terms set forth in Exhibit B, Fee Schedule, and is inclusive of any and all remuneration to which the Professional Contractor may be entitled.

Is amended to read as follows:

"The City agrees to pay the Professional Contractor for the complete and proper performance of the Services required hereunder, at the rates set forth in Exhibit B, Fee Schedule, attached hereto and made a part hereof, for all billable hours, compensation in an amount not to exceed **Ninety Thousand Five Hundred Fifty (\$90,550.00)**, inclusive of Reimbursable Expenses, as defined hereinafter, if any. Reimbursable Expenses are those reasonable and necessary out-of-pocket expenses incurred by the Professional Contractor in the performance of the Services. All compensation, including but not limited to payment for Reimbursable Expenses, if any, shall be paid to the Professional Contractor pursuant to the terms set forth in Exhibit B, Fee Schedule, and is inclusive of any and all remuneration to which the Professional Contractor may be entitled.

That "Exhibit A", Scope of Services, of Amendment 1, which is attached hereto as Attachment 1, is hereby amended and the new Amendment 2 is attached as Attachment 2.

That "Exhibit B", Fee Schedule, of Amendment 1, which is attached hereto as Attachment 3, is hereby amended and the new Amendment 2 is attached as Attachment 4.

That all other terms and conditions and covenants of the contract shall remain in full force and effect as set forth herein.

IN WITNESS WHEREOF, the City and the Attorney, by and through their duly authorized officers and representatives, have executed this Amendment No. 2 as of the date first above written.

WITNESSES:

- 1. Patricia A. Cotton 5/22/14
Patricia A. Cotton Date
- 2. Lori C. Cancilla 5/22/14
Lori C. Cancilla Date

ATTORNEY:

BY: Blair A. Person 5/22/14
Blair A. Person Date

ITS: PRESIDENT

WITNESSES:

- 1. Karen M. Beaver 7/10/14
Karen M. Beaver Date
- 2. _____
Date

CITY OF DETROIT PLANNING AND DEVELOPMENT DEPARTMENT

BY: F. Thomas Lewand
F. Thomas Lewand

ITS: Group Executive for Jobs & Economy

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON OCT 20 2015

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

Benjamin Jackson
Purchasing Director Date

[Signature] 9/8/14
Corporation Counsel Date

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

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 10th day of July, 2014, by F. Thomas Lewand, Group Executive for Jobs & Economy for the City of Detroit, Michigan, a municipal corporation, on behalf of the City of Detroit.

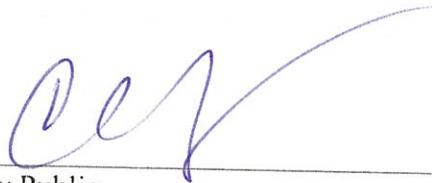
KAREN M. BEAVER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 21 2018
ACTING IN COUNTY OF Wayne

Karen M. Beaver
Notary Public
Wayne County, Michigan
My Commission Expires: 6/21/2018

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22nd day of May, 2014,
by Blair A. Person, the President of Lewis & Munday P.C., on behalf
of said corporation.



Notary Public

County, Michigan
My Commission Expires: _____

CHERYLL WEZNER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Dec. 02, 2017
Acting in the County of Wayne

CORPORATION CERTIFICATE OF AUTHORITY

I, Reginald G. Dozier, Corporate Secretary of Lewis & Munday, P.C. a Michigan Corporation (the "Company") **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 2013 and that the same is now in full force and effect:

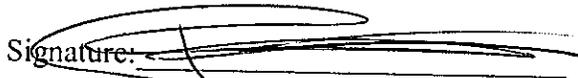
"RESOLVED, that the Chairperson, the President, each Vice President, the Treasurer, the Secretary and each of them, is authorized to execute and deliver, in the name and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter of 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."

I FURTHER CERTIFY that Reuben A. Munday is Chairperson, Blair A. Person is President, N/A is (are) Vice President(s), Reginald G. Dozier is Treasurer, Reginald G. Dozier is Secretary and N/A is N/A.

I FURTHER 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 the Contract No. 2839842 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 23rd day of May 20 14

CORPORATE SEAL
(if any)

Signature: 

Corporate 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.

EXHIBIT A

SCOPE OF SERVICES

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 Contract shall be completed on **June 30, 2014**.

The firm shall represent, when requested, the City's interests in discussions and negotiations with other governmental entities, lenders, borrowers, and all other persons or entities which participate directly or indirectly with the City's development, improvement, administration, and implementation of its HOME Investor Loan Program, (hereinafter referred to as the "HOME Program"). The source of funding for the HOME Program is 100% federally funded from the U.S. Department of Housing and Urban Development's HOME entitlement. The legal services to be funded would include, but not necessarily be limited to, the following:

1. Providing research and recommendations on issues, concerns or problems identified by the City relative to the development, improvement, administration and/or implementation of the Programs.
2. Drafting letters, statements of policy, documents, agreements, contracts and other writings necessary or desirable for the development, improvement, administration and/or implementation of the Programs.
3. Attend and participate in all meetings and telephone conferences as requested by the City to achieve the objectives of the Programs.
4. Prepare any and all City Council resolutions necessary to authorize the City to effectuate the objectives of the Programs.
5. Assist the City's efforts to coordinate, when applicable, the activities and procedures of the Programs with HUD.
6. Review all Michigan Statutes applicable to implementation of the City Programs.
7. Review all federal consumer protection legislation applicable to the Programs developed, or to be developed, by the City.

8. Review federal regulations related to eligible uses of Community Development Block Grant Funds.
9. Review federal regulations pertaining to City loans under the Home Investment Partnerships Act, and assist the City in consummating loans made with Home funds to qualified borrowers.
10. Attend and participate in strategy sessions with City officials.

EXHIBIT A

SCOPE OF SERVICES

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 Contract shall be completed on **December 31, 2015**.

The firm shall represent, when requested, the City's interests in discussions and negotiations with other governmental entities, lenders, borrowers, and all other persons or entities which participate directly or indirectly with the City's development, improvement, administration, and implementation of its HOME Investor Loan Program, (hereinafter referred to as the "HOME Program"). The source of funding for the HOME Program is 100% federally funded from the U.S. Department of Housing and Urban Development's HOME entitlement. The legal services to be funded would include, but not necessarily be limited to, the following:

1. Providing research and recommendations on issues, concerns or problems identified by the City relative to the development, improvement, administration and/or implementation of the HOME Program.
2. Drafting letters, statements of policy, documents, agreements, contracts and other writings necessary or desirable for the development, improvement, administration and/or implementation of the HOME Program.
3. Attend and participate in all meetings and telephone conferences as requested by the City to achieve the objectives of the HOME Program.
4. Prepare any and all City Council resolutions necessary to authorize the City to effectuate the objectives of the HOME Program.
5. Assist the City's efforts to coordinate, when applicable, the activities and procedures of the HOME Program with HUD.
6. Review all Michigan Statutes applicable to implementation of the City's HOME Program.
7. Review all federal consumer protection legislation applicable to the HOME Program developed, or to be developed, by the City.

8. Review federal regulations related to eligible uses of Community Development Block Grant Funds.
9. Review federal regulations pertaining to City loans under the HOME Investment Partnerships Act, and assist the City in consummating loans made with HOME funds to qualified borrowers.
10. Attend and participate in strategy sessions with City officials.
11. Meet, as necessary, with representatives of HUD and any other governmental officials, whether local, state or federal, as may be necessary to implement the HOME Program.
12. Assist the City in other projects related to residential new construction or rehabilitation programs as the City may request.

EXHIBIT B
FEE SCHEDULE
Lewis & Munday, P.C.

I. General

The Contractor shall be paid for those Services performed pursuant to the Contract a maximum amount of **Three Hundred Thousand and 00/100 (\$300,000.00)**. The term shall be from **July 1, 2010 through June 30, 2014**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Professional Contractor.

II. Project Fees

Attorneys: Flat Rate of **\$202.50** per hour

1. Blair A. Person
2. Reuben A. Munday
3. Gary A. Kravitz
4. Intesar A. Elder
5. Derek G. McBride
6. Ngozi E. Nwaesei

NOTE: The City understands that changes in personnel may require additions or deletions to and from the above list of attorneys during the term of the Contract. The City agrees to pay the rate stated for any person added during the term of the Contract. Any addition of firm personnel, which affects the Contract, shall be communicated to the City within a reasonable period after said change has been made.

REIMBURSABLE EXPENSES

- A. Reimbursable Expenses are allowable for: travel in excess of fifty (50) miles outside the corporate limits of the City of Detroit and in accordance with City of Detroit Budget Directive 06-01 (See Exhibit G).
- B. The following services shall be invoiced at the rates which represent the actual costs of the Firm: photocopying, necessary local deliveries, telephone, transcript costs, postage, express mail services, outside printing and photocopying, filing, notary, expert witness fees, electronic database services and miscellaneous like expenses directly related to and necessary for rendering the services hereunder.

- C. Any costs or reimbursable expenses not enumerated herein shall be requested in writing and shall be subject to the prior approval of the City.
- D. Law clerks, paralegals, secretarial or clerical services are not considered reimbursable expenses.**

Lewis & Munday shall submit a statement with receipts, of itemized expenditures with each billing to the City that shall include but is not limited to: (1) Court appearances (2) research activities (3) and other related expenses for their billings under the Contract.

**EXHIBIT B
FEE SCHEDULE
Lewis & Munday, P.C**

I. General

The Contractor shall be paid for those Services performed pursuant to the Contract with a term of **July 1, 2015 through December 31, 2015**. Upon the approval of the City Council and execution by the Purchasing Director, the City shall so notify the Professional Contractor.

II. Project Fees

Attorneys: Flat Rate of **\$202.50** per hour

1. Blair A. Person
2. Reuben A. Munday
3. Gary A. Kravitz
4. Intesar A. Elder
5. Derek G. McBride
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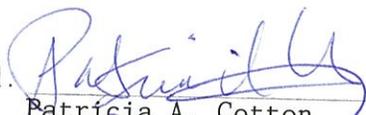
EXHIBIT E

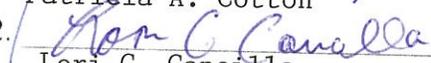
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

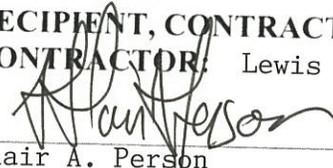
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

WITNESSES:

1. 
Patricia A. Cotton

2. 
Lori C. Cancilla

SUBRECIPIENT, CONTRACTOR OR SUBCONTRACTOR: Lewis & Munday, P.C.

By: 
Blair A. Person

Its: President

Date: 5/23/14

EXHIBIT F

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

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant in providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into it shall not knowingly enter into any tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT F

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

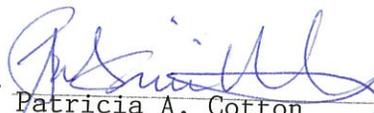
Instruction for Certification continued

- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

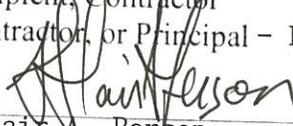
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.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

WITNESSES:

1. 
 Patricia A. Cotton

2. 
 Lori C. Cancilla

Subrecipient, Contractor
 Subcontractor, or Principal - Lewis & Munday, P.C.

By: 
 Blair A. Person

Its: President

Date: 5/23/14

12/12/2014

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: October 9, 2014 Department: Planning & Development Department Division: Housing Services

Dept Head/Contact Person: Darwin L. Heard Phone No.: 313.628.0034

Description: Legal Contract Contract No.: 2839842 PO Type: Prof Svc - CPO Est. Value: \$40,000.00

\$ 90,550 acc

Contract Term (if applicable): July 1, 2010 to ~~June 30, 2015~~ ~~November 30, 2015~~ *December 31, 2015*

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

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

Recommended Supplier: _____ Required Date: _____

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

If "Yes" please explain why: The firm provides legal assistance for the department in implementing, and closing on real estate development utilizing federal funds for the purposes of creating affordable housing and stabilizing neighborhoods.

Consequence of not buying: The department will need to hire attorneys with the experience and expertise in federal regulations that govern subsidized, affordable housing and experienced in closing real estate transactions.

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

4. Were savings achieved?
 Yes Amount 10% Flat Rate – Exhibit B No
Were additional savings requested? (10%) Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: The Firm currently provides the department with all legal assistance in the production of federally funded affordable housing.

6. The business being awarded is Renewal of Existing Contract

12/12/2014

If #6 is a renewal provide justification for renewal: The department has been allocated additional federal funds for stabilizing neighborhoods which will increase the number of development projects where this firm will provide legal assistance and close on the financing transaction.

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

- Variance in unit price only (Current unit price \$ Suggest Unit Price \$)
 Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? Yes No
If "yes" can this req/par be combined other department requirements.? Yes No

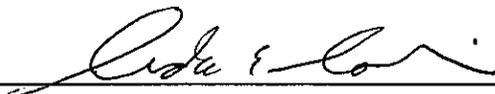
8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____


Aida E. Colon

DATE: December 12, 2014

INFORMATION PROVIDED BY: Aida E. Colon

TITLE: Manager I

PHONE NO. 313.224.3655



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

08:09 AM 01 13 2015

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

RE: EMERGENCY PROCUREMENT
 SOLE SOURCE
 UNAUTHORIZED PURCHASE

EMERGENCY PROCUREMENT: Purchases that would protect the public's health, welfare or safety.

SOLE SOURCE: A sole source is applicable when documentation is provided that the product or service is supported by any of the following:

- Proprietary (protected by law)
- Public Threat
- Specialized facility
- Unique skills
- New Technology (data or product)
- Licenses
- Specialized test equipment

UNAUTHORIZED PURCHASE: Not allowed

P.O./REQ. Number: 2839842 / 2839843

Accounting String: 4620-360976-000795-651120-05537-000000-A3056

Description of Procurement: Vendor to provide legal services for HUD funded, (HOME & CDBG Programs) development projects.

Justification: Amendment was started two months prior to contract expiration. In the interim, vendor was engaged in conducting all legal work for development closing and new 0% Home Repair Loan Program, allowable under the existing contract.

Vendor/Contractor: Lewis & Munday, P.C. Basis for selection: RFQ issued under original Contract

Using Department: Housing & Revitalization Department Total: \$70,550 for current billings and \$20,000 for anticipated billings until new RFP and contract in place by December, 2015. Total amount required: \$90,550.

Required by Date: _____

Approval is required by the Department Executive (Director level or above)

<u>Hilda E. Colon</u>	<u>Hilda E. Colon</u>	<u>224-3655</u>	<u>9/11/15</u>
Requestor Name	Signature	Phone/Date	
<u>[Signature]</u>	<u>Jamiah Jean</u>	<u>313-400-5120</u>	<u>9/14/15</u>
Department Exec or Director (Name)	Signature	Phone/Date	
<u>Elizabeth C. Johnson</u>	<u>Elizabeth C. Johnson</u>	<u>224-4616</u>	<u>9/15/15</u>
Purchasing Representative (Name)	Signature	Phone/Date	
<u>Pamela Jacobs</u>	<u>Pamela Jacobs</u>		
Chief Procurement Officer (Name)	Signature	Phone/Date	

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: [] BUSINESS LICENSE [] BUDGET [] CITY COUNCIL [] DDOT [] DPW [] FINANCE [] FIRE [] HEALTH
[] HUMAN RIGHTS [] LAW [] MAYOR [] OMBUDSMAN [X] PLANNING & DEVELOPMENT [] POLICE
[] PURCHASING [] RECREATION [] WATER & SEWAGE
[] OTHER

ADDRESS OF DEPARTMENT: Housing & Revitalization / PDD
DATE SENT: 7-16-15 CONTACT PERSON: Aida E. Colon
PHONE NUMBER: 313-224-3655 FAX NUMBER: 313-224-9149
EMAIL: aColon@detroitmi.gov CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE: S-Corporation
CORPORATION NAME: Lewis & Munday, P.C.
ADDRESS: Buhl Building, 535 Griswold, Suite 2300 CITY/STATE/ZIP: Detroit, MI 48226
[] OWN [X] LEASE 1/1/15 01991998.00
CITY PERSONAL PROPERTY NUMBER: 1991998 FID / EIN NUMBER: 38-1991289
OTHER CITY-OWNED PROPERTY PARCELS:

CONTACT PERSON: Blair A. Person PHONE NUMBER: 313 961 2550
EMAIL: bperson@lewismunday.com

SECTION C: PARTNERSHIP LICENSE TYPE:
BUSINESS NAME:
BUSINESS ADDRESS: CITY/STATE/ZIP:
[] OWN [] LEASE
CITY PERSONAL PROPERTY NUMBER: FID / EIN NUMBER:
A: PARTNER'S NAME: PHONE NUMBER:
HOME ADDRESS: CITY/STATE/ZIP:
[] OWN [] LEASE
DRIVER'S LICENSE #:
OTHER CITY-OWNED PROPERTY PARCELS:

B. PARTNER'S NAME: PHONE NUMBER:
HOME ADDRESS: CITY/STATE/ZIP:
[] OWN [] LEASE
DRIVER'S LICENSE #:

REVENUE COLLECTIONS
APPROVED
CONTRACT FINANCES

Annette Smith

JUL 17 2015

CLEARANCE VALID UNTIL
JAN 15 2016



JUL 16 2015

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Planning & Development Department

E-MAIL ADDRESS: Acolon@detroitmi.gov
CONTACT NAME: Aida E. Colon PHONE: 224-3655 FAX: 224-9149
Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 1220
Detroit, MI 48226
Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-1741 or 224-4588
For: Individual _____
and/or _____
Company Name Lewis & Munday, P.C.
Address Buhl Building, 535 Griswold, Suite 2300
City Detroit
State Michigan Zip Code 48226
Telephone 313 961 4424 Fax # 313 961 1270
E-mail Address lcancilla@lewisunday.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)
Blair A. Person, President
Telephone # 313 961 2550
Fax # 313 961 1270

Employer Identification or Social Security Number
38-1991289
Spouse Social Security Number _____

Nature of Contract Legal 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.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- 6. Will the company have employees working in Detroit? Yes No
- 7. 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 LUCRETIA JENNINGS Date JUL 17 2015 Expires JUL 17 2016
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Lewis & Munday, P.C., (hereinafter "Contractor"), am hereby authorized to 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 application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/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; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization Lewis & Munday, P.C.
(Type or Print Legibly)

Contractor Address Detroit, Michigan, 48226
(City) (State) (Zip)

Contractor Phone/E-mail (313) 961 2550 / bperson@lewismunday.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Reginald G. Dozier its Secretary/Treasurer

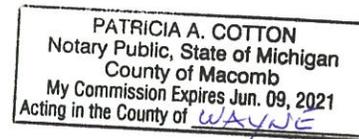
Signature of Authorized Representative: _____

Date: July 9, 2015

Signature of Notary: Patricia A. Cotton ****This Document MUST be Notarized****

Printed Name of Seal of Notary: PATRICIA A. COTTON

My Commission Expires: 06 / 09 / 2021
pen



FOR CONTRACTING DEPARTMENT USE ONLY:		
Date Rec'd _____ / _____ / _____	Received By: _____	Title: _____

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

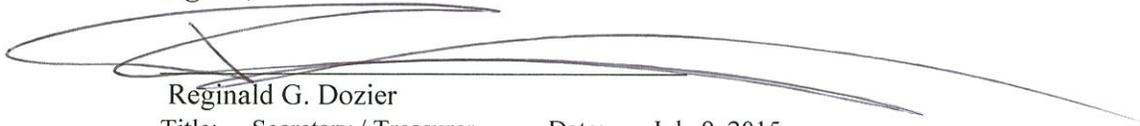
Hiring Policy Compliance Affidavit

I, Reginald G. Dozier, being duly sworn, state that I am the _____
Secretary / Treasurer of Lewis & Munday, P.C.
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.

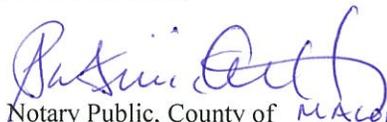
Signed,


Reginald G. Dozier
Title: Secretary / Treasurer Date: July 9, 2015

STATE OF MICHIGAN)
)SS.

COUNTY OF WAYNE)

The foregoing Affidavit was acknowledged before me the 9th day of JULY, 20 15,
by PATRICIA A. COTTON.


Notary Public, County of MACOMB

State of MICHIGAN

My commission expires: 6-9-2021

PATRICIA A. COTTON
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jun. 09, 2021
Acting in the County of WAYNE

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Lewis & Munday, P.C.
2. Address of Contractor: Buhl Building
535 Griswold Street, Suite 2300
Detroit, MI 48226
3. Name of Predecessor Entities (if any): Lewis, White & Clay, P.C.
4. Prior Affidavit Submission? No Yes, on: 8/4/2014
(Date of prior submission)
5. Contractor was established in 1972 (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.

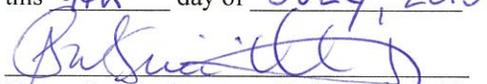
Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

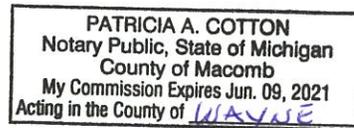
Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached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

Reginald G. Dozier (Printed Name) Secretary/Treasurer (Title)

 (Signature) July 9, 2015 (Date)

Subscribed and sworn to before me
this 9th day of JULY, 2015

Notary Public, MACOMB County, Michigan
My Commission Expires: 6-9-2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lewis & Thompson Agency, Inc. 2621 W. Grand Blvd.	CONTACT NAME: LeRoy Bostic CPCU LIC
Detroit MI 48208-	PHONE (A/C, No. Ext): (313) 875-7555 FAX (A/C, No): (313) 875-7798
	E-MAIL ADDRESS: ltagency@sbcglobal.net
	INSURER(S) AFFORDING COVERAGE
INSURED: Lewis & Munday, P.C. Buhl Building 535 Griswold St., Suite 2300 Detroit MI 48226-	INSURER A: Travelers Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	146C4325-15-42	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810-9136W065	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB: DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	CUP-146C4325-15-42	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is agreed that the City of Detroit and the City of Detroit Planning & Development Department are listed as Additional Insureds as well as Certificate Holders as respects the activities of the Named Insured for the General Liability.

CERTIFICATE HOLDER () - () - City of Detroit Planning & Development 908 C.A. Young Municipal Ctr. 2 Woodward Avenue Detroit MI 48226-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>LeRoy Bostic</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2015

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PRODUCER Lewis & Thompson Agency, Inc. 2621 W. Grand Blvd. Detroit MI 48208-		CONTACT NAME: LeRoy Bostic CPCU LIC	
		PHONE (A/C No. Ex): (313) 875-7555	FAX (A/C No): (313) 875-7798
		E-MAIL ADDRESS: ltagency@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		146C4325-15-42	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CUP-146C4325-15-42	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401, Additional Remarks Schedule, if more space is required)
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CERTIFICATE HOLDER () - () - City of Detroit Planning & Development 908 C.A. Young Municipal Ctr. 2 Woodward Avenue Detroit MI 48226-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2015

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PRODUCER: Lewis & Thompson Agency, Inc. 2621 W. Grand Blvd. Detroit MI 48208-	CONTACT NAME: LeRoy Bostic CPCU LIC PHONE (A/C, No, Ext): (313) 875-7555 FAX (A/C, No): (313) 875-7798 E-MAIL ADDRESS: ltagency@sboglobal.net
INSURED: Lewis & Munday, P.C. Buhl Building 535 Griswold St., Suite 2300 Detroit MI 48226-	INSURER(S) AFFORDING COVERAGE: Travelers Insurance Company INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	146C4325-15-42	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810-9136W065	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB: EXCESS LIAB: DED: RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	CUP-146C4325-15-42	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is agreed that the City of Detroit and the City of Detroit Planning & Development Department are listed as Additional Insureds as well as Certificate Holders as respects the activities of the Named Insured for the General Liability.

CERTIFICATE HOLDER () - () - City of Detroit Planning & Development 908 C.A. Young Municipal Ctr. 2 Woodward Avenue Detroit MI 48226-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

Hiring Policy Compliance Affidavit

I, Blair A. Person, being duly sworn, state that I am the _____
President of Lewis & Munday, P.C.
Title Name of Bidder Corporation or Other Business Entity

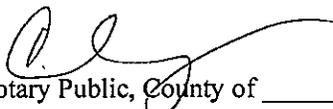
and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider 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.

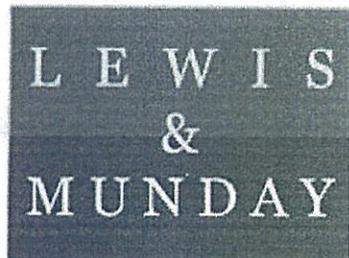
SIGNED, 
Blair A. Person
Title: President Date: August 4, 2014

STATE OF Michigan)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 4th day of August, 2014,
by Blair A. Person


Notary Public, County of _____
State of _____
My commission expires: _____

CHERYLL WEZNER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Dec. 02, 2017
Acting in the County of Wayne



A PROFESSIONAL CORPORATION

info@lewismunday.com
T: 313-961-4424
F: 313-961-1270
Buhl Building
535 Griswold, Suite 2300
Detroit, Michigan 48226
www.lewismunday.com

August 4, 2015

City of Detroit
Planning and Development Department
Attn: Mr. Darwin Heard
908 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: NSP and HOME Contract Amendments
Employment Application Information Requested by Purchasing Department**

Dear Darwin:

We have been asked to explain our Employment Process for the Purchasing Department in order to proceed with getting the HOME and NSP Contract Amendments approved by them and then work to move them forward to the City Council Agenda.

Lewis & Munday does not use a formal Employment Application for our hiring process. Our practice is to contact a recruiting firm when there is a position to be filled. These firms then forward resumes for candidates to be reviewed by the Department seeking to fill an opening. After review of the resumes, the Department Head will arrange for and interview the candidates.

It is not our practice to inquire about an applicant's arrest or criminal convictions during the interview process, nor do we conduct background searches on potential candidates.

If there is an acceptable candidate from the interview process, we send them a letter agreement setting forth the terms of employment, benefits, etc.

If you or the Purchasing Department has any questions about the information provided, please contact me via phone at 313-961-4424 or email at lcancilla@lewismunday.com.

Best Regards,

LEWIS & MUNDAY
A Professional Corporation

A handwritten signature in blue ink that reads "Lori C. Cancilla".

Lori C. Cancilla
Billing and Collections Manager

CELEBRATING 43 YEARS OF SERVICE, 1972-2015

DETROIT, MI | WASHINGTON, D.C. | NEW YORK, NY | GLASTONBURY, CT

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Lewis & Munday, P.C.
2. Address of Contractor: 2490 First National Building
660 Woodward Avenue
Detroit, Michigan 48226

3. Name of Predecessor Entities (if any): N/A

4. Prior Affidavit submission? ___ No Yes, on: May 28, 2013
(Date of prior submission)

If "No", complete Items 5 and 6.

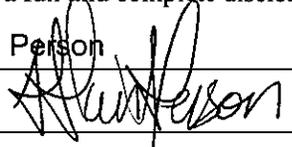
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

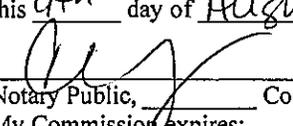
5. ___ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

___ 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.

Blair A. Person (Printed Name) President (Title)
 (Signature) August 4, 2014 (Date)

Subscribed and sworn to before me
this 4th day of August 2014

Notary Public, _____ County, Michigan
My Commission expires: _____

CHERYLL WEZNER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Dec. 02, 2017
Acting in the County of Wayne

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

Debarment
check

Lewis & Munday, A Professional Corporation
DUNS: 050692508 CAGE Code: 6ZM22
Status: Active

660 Woodward Ave Ste 2490
Detroit, MI, 48226-3502,
UNITED STATES

Entity Overview

Entity Information

Name: Lewis & Munday, A Professional Corporation
Doing Business As: Lewis, White, & Clay
Business Type: Business or Organization
POC Name: Blair Person
Registration Status: Active
Activation Date: 01/21/2014
Expiration Date: 01/15/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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