

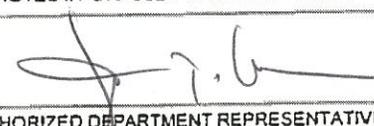
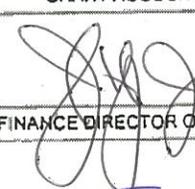
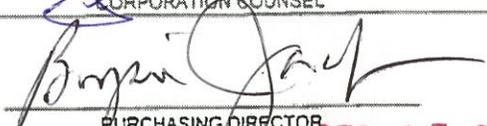
# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2867322  
 STANDARD PO NUMBER 2867325  
 CHANGE ORDER # 2  
 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 Planning and Development
FUNDING SOURCE (Percent) FEDERAL 50% STATE   % CITY 50% OTHER   %	DEPARTMENT CONTACT PERSON Mr. John Baran	PHONE NO. 313-224-9127
CONTRACTOR'S NAME: The Mannik & Smith Group, Inc.		DATE PREPARED 09-15-14
CONTRACTOR'S ADDRESS: 65 Cadillac Square, Suite 3311 Detroit, MI 48226   or 1800 Indian Wood Circle Maumee, OH 43537	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT   \$ 655,578 TOTAL CPO AMOUNT   \$ 437,052 CHANGE AMOUNT   \$ 218,526	
PHONE NO. 313-961-9500	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 34-120-6380   MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
PURPOSE OF CONTRACT: 1000-360105-000000-617900-00883-000000-00000(GF) 2001-364069-000000-617900-13611-000000-00000(BG)		
CHARGE ACCOUNT:		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT   AUTHORIZED DEPARTMENT REPRESENTATIVE	06-18-15
JUL - 1 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   BUDGET DIRECTOR OR DEPUTY	JUL - 7 2015
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  _____ GRANT ACCOUNTANT	15 JUL 21
JUL 0 8 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   FINANCE DIRECTOR OR DEPUTY	AMT: 48 7/18/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   CORPORATION COUNSEL	7/20/15
	PURCHASING DIVISION   PURCHASING DIRECTOR	9/18/15

RECEIVED

JUL 13 2015

CITY OF DETROIT  
 CONTRACTS SECTION  
 LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE:   PAGE   DATE   **SEP 15 2015**

Use Only One Set For Each Contract Package

CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 2  
TO  
AGREEMENT NO. 2867322

THIS AMENDMENT AGREEMENT NO. 2 (herein called the Amendment) dated this \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ (herein called the "Subrecipient"), and the City of Detroit, a Municipal Corporation, acting by and through the Planning and Development Department, (herein called the "City"), made relative and pertaining to **Agreement No. 2867322** entered into **October 2, 2012**, between the Subrecipient and the City (herein called the "Agreement").

**WITNESSETH:**

**WHEREAS**, the City received a letter of credit for its entitlement of Community Development Block Grant funds (herein called "CDBG") from the U.S. Department of Housing and Urban Development (herein called HUD), CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14.218 GRANT AGREEMENT NUMBERS B-14-MC-26-0006 for fiscal years 2014-2015; and

**WHEREAS**, the City has engaged the Professional Contractor to render technical and professional services, hereinafter called the "Services"; and

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

**WHEREAS**, Article 13 of the Contract permits the parties to amend the Contract by mutual agreement; and

**WHEREAS**, it is the mutual desire of the parties hereto to amend the contract to extend the term for 12 months and increase the Budget by TWO HUNDRED THOUSAND EIGHTEEN AND FIVE HUNDRED TWENTY-SIX DOLLARS AND 00/00 (\$218,526.00); and

**WHEREAS**, it is the mutual desire of the parties to hereto to continue to provide services as set forth in Exhibit A, Scope of services; and

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

That Exhibit A, "Scope of Services" which is attached hereto as Attachment 1, is hereby amended and is attached as Attachment 4;

That Attachment I to Exhibit A, "Programmatic Agreement" which is attached hereto as Attachment 5, is hereby amended and is attached as Attachment 6;

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

**1. AMENDMENT TO SECTION 3  
TERMS OF PERFORMANCE**

**3.01** Section 3, which now reads:

The Professional Contractor shall commence performance of this Contract and the rendering of the Services required hereunder upon the City posting a written notice to proceed (herein called "Notice to Proceed") to the Professional Contractor to the address and in the manner specified in **Article 16**, Notices. The Contract shall expire on December 31, 2014. This **Article 3** is subject to the provisions of **Article 9**, Termination.

**3.01** The amendment is to read:

The Professional Contractor shall commence performance of this Contract and the rendering of the Services required hereunder upon the City posting a written notice to proceed (herein called "Notice to Proceed") to the Professional Contractor to the address and in the manner specified in **Article 16**, Notices. The Contract shall expire on December 31, 2015. This **Article 3** is subject to the provisions of **Article 9**, Termination.

**1. AMENDMENT TO SECTION 5  
COMPENSATION**

**5.01** Section 5, 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, Budget, attached hereto and made a part hereof, for all billable hours, compensation in an amount not to exceed **FOUR HUNDRED THIRTY SEVEN THOUSAND FIFTY-TWO and 00/100 DOLLARS (\$437,052.00)**, inclusive of Reimbursable Expenses, as defined hereinafter, if any.

**5.01** The amendment is to read:

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, Budget, attached hereto and made a part hereof, for all billable hours, compensation in an amount not to exceed **SIX HUNDRED AND FIFTY FIVE THOUSAND, FIVE HUNDRED AND SEVENTY EIGHT (\$655,578)**, inclusive of Reimbursable Expenses, as defined hereinafter, if any.

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

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

**WITNESSES:**

1.   
(signature)

Karen Beaton  
(print name)

2.   
(signature)

Judy DeDonato  
(print name)

**PROFESSIONAL CONTRACTOR:**

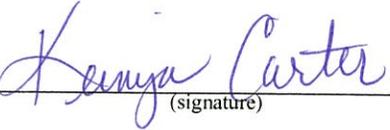
Mannik & Smith Group, Inc.

BY:   
(signature)

DEAN M NIESE  
(print name)

ITS: SENIOR VICE PRESIDENT / COO  
(title)

**WITNESSES:**

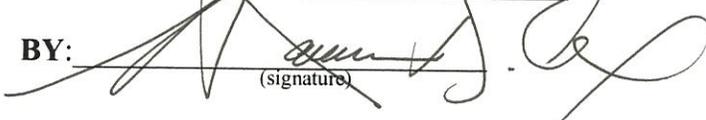
1.   
(signature)

Keinya Carter  
(print name)

2.   
(signature)

SANDERS L. LEE  
(print name)

**CITY OF DETROIT,  
Planning and Development Department**

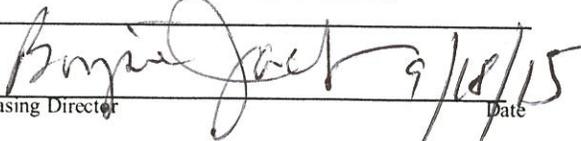
BY:   
(signature)

MAURICE D. COX  
(print name)

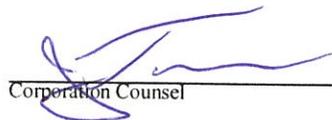
ITS: Director  
(title)

**THIS AMENDMENT NO. 2 WAS APPROVED BY THE CITY COUNCIL ON:**

**SEP 15 2015**

  
Purchasing Director Date

**APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT**

 7/20/15  
Corporation Counsel Date

**THIS AMENDMENT NO. 2 IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY PURCHASING DIRECTOR.**

**CITY ACKNOWLEDGEMENT**

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

The foregoing contract was acknowledged before me the 30<sup>th</sup> day of June,

20 15, by Maurice Cox,  
(name of person who signed the contract)

the Director,  
(title of person who signed the contract as it appears on the contract)

of Planning + Development Department,  
(complete name of the city department)

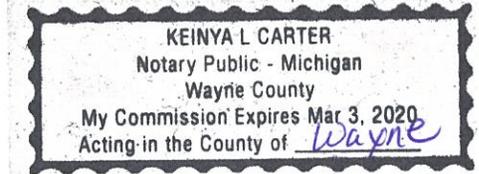
on behalf of the City.

Keinya Carter  
(signature)

Notary Public, County of Wayne

State of Michigan

My commission expires: 3/3/20



**CORPORATE ACKNOWLEDGMENT**

STATE OF OHIO )

)SS.

COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 26 day of May,

2015, by Dean M. Niese, PE, the

Principal and Chief Operating Officer, of the

The Mannik & Smith Group, Inc.,

a Ohio Corporation on behalf of the Corporation.

  
(signature)

Notary Public, County of Lucas

State of Ohio

My Commission expires: 9/23/2016



**KAREN BRAXTON**  
Notary Public, State of Ohio  
My Commission Expires 9/23/2016

RESOLUTION OF CORPORATE AUTHORITY

I, Dean M. Niese, Corporate Secretary of The Mannik & Smith Group, Inc., a company registered to do business in Michigan (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the September 11, 2014 meeting of the Board of Directors, and that the same is now in full force and effect:

"RESOLVED" that the President, the Vice Presidents, Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, or document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that C. Michael Smith is Chairman; Richard F. Bertz is Chief Executive Officer and President; Steven E. Vandebossche is Chief Financial Officer; John S. Browning is Senior Vice President and Treasurer; Dean M. Niese is Chief Operating Officer, Senior Vice President and Secretary; Thomas P. Beshalske, Walter J. Bolt, Barry A. Buschmann, Brian P. Geer, Sean J. Kelley, Charles F. Poat and Mark Smoley are Senior Vice Presidents.

I FURTHER CERTIFY that any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement entered into between the City and the Company and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set by hand this 13<sup>TH</sup> day of OCTOBER, 2014.

CORPORATE SEAL  
(if any)

Signature: \_\_\_\_\_

*Dean M. Niese*

Dean M. Niese  
Corporate Secretary

NONE

EXHIBIT A  
Scope of Services  
Agreement  
between  
City of Detroit  
and  
The Mannik & Smith Group, Inc.

I. GENERALIZED SCOPE OF SERVICES

**The Mannik & Smith Group, Inc.** (the "Contractor") shall, in general, perform all activities identified for the City of Detroit (the "City") and the Planning and Development Department (the "P&DD") in the "Programmatic Agreement" (the "PA") dated November 9, 2007 and runs through December 21, 2012 is attached hereto as Attachment 1 to this Exhibit A; and the Contractor shall also perform certain other services upon the request and direction of P&DD, as these are described below in Part III, "Additional Services, of this Exhibit A.

In general, reports, communications and correspondence prepared and sent, pursuant to terms of the PA, to the Michigan State Historic Preservation officer (The "SHPO"), the Advisory Council on Historic Preservation (the "Council"), the City of Detroit Historic District Commission (the "HDC"), the City of Detroit Historic Designation Advisory Board (the "HDAB"), or other City agencies shall be prepared by the Contractor for signature by the Director of Planning Activities (the "Director") or his designee. Consultations and discussions between the Contractor and the staff of the SHPO, ACHP, HDC or HDAB may be conducted by the Contractor as necessary and shall be noted and described in written reports to P&DD or in logs or reports describing the Contractors activities to be submitted to the P&DD with each invoice for payment or at such other times as are required by the P&DD.

The terms "Historic Property" and "Standards" shall have the meanings set forth on page one of the PA. The term "CDBG" shall include the UDAG and Section 108 HUD programs.

The Contractor shall maintain a current list of all projects and cases with which it has involvement and shall include this list with a progress report to be submitted monthly with each monthly invoice to P&DD. This monthly report shall describe activities of the Contractor during the billing period and shall identify any problems needing resolution.

The Contractor shall locate its personnel in the offices of P&DD to ensure the Contractor's ability to properly and adequately perform the activities described in this Exhibit A and the PA and to complement the P&DD administrative functions under the PA. The Contractor's ability to perform is dependent on it receiving from P&DD and

## Budget Fee Schedule

**Attachment I to Exhibit B  
Annual Schedule Fee Projection  
July 1, 2012 – December 31, 2014**

	Projected Weekly Hours	Billing Rate	Projected Weekly Cost	Projected Total Cost
<b>Direct Labor:</b>				
CR Specialist III	40	\$60.00	\$2,400.00	\$249,600.00
CR Specialist II	40	\$50.00	\$2,000.00	\$208,000.00
Subcontractor	<u>1.5</u>	\$100.00	<u>\$150.00</u>	<u>\$15,600.00</u>
	81.5		\$4,550.00	\$473,200.00
Vehicle Costs (Mileage)	125	\$0.550	\$68.75	\$7,150.00
Other direct Expenses				\$5,263.40
<hr/>				
<b>TOTAL COSTS</b>				<b>\$485,613.40</b>
10% Reduction as per City of Detroit				(\$48, 561.34)
<b>ADJUSTED TOTAL COSTS</b>				<b>\$437,052.00</b>

## Budget Fee Schedule

Attachment 3

**Attachment I to Exhibit B  
Annual Schedule Fee Projection  
July 1, 2012 – December 31, 2015**

	Projected Weekly Hours	Billing Rate	Projected Weekly Cost	Projected Total Cost
<b>Direct Labor:</b>				
CR Specialist III	40	\$60.00	\$2,400.00	\$374,400.00
CR Specialist II	40	\$50.00	\$2,000.00	\$312,000.00
Subcontractor	<u>1.5</u>	\$100.00	<u>\$150.00</u>	<u>\$23,400.00</u>
	81.5		\$4,550.00	\$709,800.00
Vehicle Costs (Mileage)	125	\$0.550	\$68.75	\$10,725.00
Other direct Expenses				\$7,895.10
<hr/>				
<b>TOTAL COSTS</b>				<b>\$728,420.10</b>
10% Reduction as per City of Detroit				(\$72,842.01)
<b>ADJUSTED TOTAL COSTS</b>				<b>\$655,578.00</b>

EXHIBIT A  
Scope of Services  
Agreement  
between  
City of Detroit  
and  
The Mannik & Smith Group, Inc.

I. **GENERALIZED SCOPE OF SERVICES**

**The Mannik & Smith Group, Inc.** (the "Contractor") shall, in general, perform all activities identified for the City of Detroit (the "City") and the Planning and Development Department (the "P&DD") in the "Programmatic Agreement" (the "PA"), which runs through December 31, 2015 and is attached hereto as Attachment 1 to this Exhibit A; and the Contractor shall also perform certain other services upon the request and direction of P&DD, as these are described below in Part III, "Additional Services, of this Exhibit A.

In general, reports, communications and correspondence prepared and sent, pursuant to terms of the PA, to the Michigan State Historic Preservation officer (The "SHPO"), the Advisory Council on Historic Preservation (the "ACHP"), the City of Detroit Historic District Commission (the "HDC"), the City of Detroit Historic Designation Advisory Board (the "HDAB"), or other City agencies shall be prepared by the Contractor for signature by the Director of Planning Activities (the "Director") or his designee. Consultations and discussions between the Contractor and the staff of the SHPO, ACHP, HDC or HDAB may be conducted by the Contractor as necessary and shall be noted and described in written reports to P&DD or in logs or reports describing the Contractors activities to be submitted to the P&DD with each invoice for payment or at such other times as are required by the P&DD.

The terms "Historic Property" and "Standards" shall have the meanings set forth on page 11 of the PA.

The Contractor shall maintain a current list of all projects and cases with which it has involvement and shall include this list with a progress report to be submitted monthly with each monthly invoice to P&DD. This monthly report shall describe activities of the Contractor during the billing period and shall identify any problems needing resolution.

The Contractor shall locate its personnel in the offices of P&DD to ensure the Contractor's ability to properly and adequately perform the activities described in this Exhibit A and the PA and to complement the P&DD administrative functions under the PA. The Contractor's ability to perform is dependent on it receiving from P&DD and

other implementing agencies detailed descriptions of activities which may affect an Historic Property.

The Contractor will address only Program-assisted actions, as defined in Stipulation 1 of the PA, and their Area of Potential Effect, as this term is defined in the federal regulations. The Contractor will not determine which projects are to be addressed under this Agreement, but will provide services for those projects identified and forwarded to it by P&DD or through P&DD by other agencies.

The Contractor's responsibilities for the administration of the City's Section 106 program as set forth in the PA are limited to undertakings that postdate the Agreement between the City and the Contractor. Projects that were initiated prior to the Agreement, referred to as "backlog", are the responsibility of P&DD. At the direction of P&DD, the Contractor will assist in reducing the backlog as time/staff permit. The Contractor's primary responsibility will be the day to day administration of the City's Section 106 program as set forth in the PA and assisting the Detroit HDC.

From time to time the demands of administering daily compliance with the terms of the PA for each of the various programs may periodically exceed the Contractor's staff capacity. When the demand for services exceeds staffing ability, the Contractor will notify P&DD, and actions will be discussed to address the work load, including the possible addition of staff, rescheduling of deadlines, additional assistance from the City or alternative methods to address responsibilities under the PA. It is understood that certain tasks may need to be negotiated as Additional Services.

## II. SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide personnel having professional qualifications in *Architectural History*, *Historic Architecture*, or related fields, as specified in the Secretary of the Interior's Professional Qualification Standards, 36 CFR Part 61 to perform all activities required of the City and P&DD for the administration of its Section 106 program pursuant to terms of the PA. The Contractor shall also provide such qualified staff to assist the P&DD in the day-to-day administration of the Detroit HDC's program to include permit application reviews in locally-designated historic districts with residents, contractors or other city staff; fieldwork to identify compliance with the Detroit HDC ordinance; demolition by neglect monitoring; the preparation of staff report for monthly HDC meetings; attendance at monthly HDC meetings; and other duties related to the HDC as directed by P&DD staff.

## III. ADDITIONAL SERVICES

The Contractor shall, upon direction and approval of P&DD, provide services in addition to those described in Parts I and II of this Exhibit A (the "Additional Services"). The Contractor may provide such services from its own staff or employ subcontractors or consultants, or it shall administer those services when the services are, in the determination of P&DD, to be provided by another party under direct contract to P&DD or another City agency implementing activities with Program assistance.

For each Additional Service, the Contractor shall provide a quote of cost for the requested Service within 10 business days of a written request from P&DD for the Additional Service. The Contractor shall not begin the Additional Service until it has received a written Notice to Proceed from P&DD.

Additional Services shall include, but not be limited, to:

1. For certain structures as described in Stipulation 5, Part C, Section .2(d) of the PA, the preparation of a structural report by a qualified structural engineer having experience with historic building structural systems or by a 36 CFR 61 qualified architect.
2. For certain structures as described in Stipulation 5, Part C of the PA, the preparation of proposed mitigation measures described in Sections 2(h), 3(f), and 4(c).
3. Performance of an intensive archeological survey, preparation of a treatment plan or implementation of a treatment plan as described in Stipulation 6 of the PA.
4. Conducting, under guidance of the HDAB, any architectural survey activities, pursuant to Stipulation 2, Part A of the PA. Such services may be requested by the HDAB which shall transmit its request to the Contractor through P&DD. Services requested by HDAB shall be funded from resources provided by the HDAB. The Contractor's response and quote of costs for the HDAB request shall be submitted to HDAB and copied to P&DD. HDAB shall negotiate and approve the scope and costs for the services and P&DD shall take the steps necessary to issue a notice to proceed for the services including processing of any necessary amendment to this Agreement, its Exhibit A (Scope of Services) and Exhibit B (Budget). Acceptance of services and work products and approval of invoices for payment for the services shall be by HDAB which shall provide to P&DD written authorization to make payments for accepted and approved services and work products.
5. Assistance to staff of the HDC for specific tasks which may be negotiated between P&DD and the Contractor.
6. Services described in Parts I - III of this Exhibit A as they may apply to activities, other than those outlined in the PA, requiring compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470).

#### IV. REIMBURSABLE ITEMS

- A. In addition to the services described in Part I, II and III of this Scope of Services, the Contractor shall, with prior approval of P&DD, provide equipment and materials necessary for the performance of the work described in this Exhibit A for which the Contractor will be reimbursed, as follows:

1. Office or electronic equipment approved by P&DD to carry out the terms of this contract.
  2. Binders, and other normal office supplies, including film development.
- B. The Contractor also shall be reimbursed for the following services and materials needed for the performance of the work:
1. Mileage up to 106 miles per week at \$.55 per mile (Exhibit D).
  2. Postage and mailing.

V. SERVICES THE CITY AND /OR P&DD WILL PROVIDE TO CONTRACTOR

The City and/or P&DD will provide at no cost to the Contractor the following services and materials for performance of the work described in this Exhibit A:

1. Space in the P&DD offices for the Contractor personnel, equipment and files and the use of meeting rooms.
2. Access to and use of duplicating facilities and fax machines of P&DD.
3. Access during normal business hours to electronic property information files in the City's "mainframe" computer and to paper files of the City Assessors, the P&DD Real Estate Unit, the HDAB and the HDC.
4. Telephone services (Exhibit C).
5. Stationary and envelopes bearing the logos and letterhead of P&DD and HDC and normal office supplies when these are available from P&DD's inventory.

**PROGRAMMATIC AGREEMENT  
BETWEEN  
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER AND  
THE CITY OF DETROIT, MICHIGAN  
REGARDING ADMINISTRATION OF THE  
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS  
FUNDED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides formula grant funding to the City of Detroit (City); and

**WHEREAS**, due to the City's acceptance of federal environmental review responsibility, in accordance with section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], the City assumes federal agency responsibility for compliance with section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470*et seq.*] (Section 106); and

**WHEREAS**, the City, by and through its Planning and Development Department (PDD), proposes to administer its Community Development Block Grant (CDBG) Programs, the HOME program, Special Purpose Grants, and the Emergency Shelter Grant Program (collectively, Program) with funds from HUD; and

**WHEREAS**, the City's Program encompasses the following activities: single family and multi-family rehabilitation; property acquisition; property relocation; handicapped accessibility improvements; demolition; new construction; lead hazard reduction and redevelopment projects; under statutes that authorize HUD to provide for the assumption of environmental review responsibilities by recipients in accordance with HUD's Environmental Review Procedures as set forth in 24 CFR § 58; and

**WHEREAS**, the City has determined that the administration of its Program may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with the Michigan State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), and Section 110(f) of the same Act (16 U.S.C. 470h-2(f)); and

**WHEREAS**, on March 26, 2007, the ACHP declined to participate in the Agreement; and

**WHEREAS**, The City of Detroit Planning and Development Department, the Detroit Historic Designation Advisory Board (HDAB), and the Detroit City Council (City) have participated in consultation and have been invited to concur in this Programmatic Agreement (Agreement); and

**WHEREAS**, the definitions given in Appendix A are applicable throughout this Agreement;

**NOW, THEREFORE**, the City and the SHPO agree that the Program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual undertakings of the program.

**PROGRAMMATIC AGREEMENT**  
**AMONG**  
**THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER,**  
**THE CITY OF DETROIT, MICHIGAN AND**  
**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
**REGARDING ADMINISTRATION OF THE**  
**HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**  
**FUNDED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides formula grant funding to the City of Detroit (City); and

**WHEREAS**, due to the City's acceptance of federal environmental review responsibility, in accordance with section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], the City assumes federal agency responsibility for compliance with section 106 of the National Historic Preservation Act of 1966, as amended [54 U.S.C. § 306108] (Section 106); and

**WHEREAS**, the City, by and through its Planning and Development Department (PDD), proposes to administer its Community Development Block Grant (CDBG) Programs, the HOME program, Special Purpose Grants, the Emergency Shelter Grant Program, and the Neighborhood Stabilization Program (collectively, Program) with funds from HUD; and

**WHEREAS**, the City's Program encompasses the following activities: single-family and multi-family rehabilitation; property acquisition; property relocation; handicapped accessibility improvements; demolition; new construction; lead hazard reduction and redevelopment projects; under statutes that authorize HUD to provide for the assumption of environmental review responsibilities by recipients in accordance with HUD's Environmental Review Procedures as set forth in 24 CFR § 58; and

**WHEREAS**, the City has determined that the administration of its Program may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) and has consulted with the Michigan State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and Section 110(f) of the same Act (54 U.S.C. § 306107); and

**WHEREAS**, The City, by and through its Historic Designation Advisory Board (HDAB) and the City Council, is responsible for the identification, documentation and surveying of all historic resources to determine their eligibility for the NHPA; and

**WHEREAS**, The Michigan Historic Preservation Network (MHPN), the National Trust for Historic Preservation (NTHP), and Preservation Detroit have been invited to consult and provide comment on this Agreement; and

**WHEREAS**, the definitions given in Appendix A are applicable throughout this Agreement;

**NOW, THEREFORE**, the City, the SHPO, and the ACHP agree that the Program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all

individual undertakings of the Program.

## STIPULATIONS

The City shall ensure that the following measures are carried out:

### I. APPLICABILITY

This Agreement shall apply only to those activities specified in the below stipulations and funded by the Programs, as articulated under 24 CFR 58.1(b), for which the City of Detroit has assumed the authority of the Responsible Entity, pursuant to 24 CFR 58.4. Any Program undertakings/activities not outlined in this Agreement shall be subject to compliance with the Section 106 review process as defined in 36 CFR 800, Subparts A and B.

### II. QUALIFIED PERSONNEL

- A. The City shall employ staff person(s) or contract with consultants having professional qualifications in *Architectural History*, *Historic Architecture*, or related fields, as specified in the Secretary of the Interior's Professional Qualification Standards, 36 CFR Part 61. Such qualified staff (Preservation Specialist) will be responsible for administering those terms of this Agreement that require their particular expertise and for coordinating with appropriate City departments, authorities and agencies regarding Program assisted activities.
  - 1. If there is a change of staff in the Preservation Specialist, the City shall notify the SHPO within 15 days of the change and shall provide the SHPO with documentation of the new staff person's qualifications in *Architectural History*, *Historic Architecture*, or related fields, as specified in the Secretary of the Interior's Historic Preservation Professional Qualification Standards, 36 CFR Part 61.
  - 2. If the City determines that it cannot employ qualified staff to administer the terms of this Agreement, it must follow regular Section 106 procedures, which include forwarding documentation to the SHPO for review.
- B. The HDAB staff will assist the Preservation Specialist in the identification and evaluation of historic properties covered under the terms of the Agreement

### III. IDENTIFICATION AND EVALUATION

- A. Through the HDAB, the City shall identify districts, sites, buildings, structures, and objects that meet the criteria for listing in the NRHP within the Areas of Potential Effects (APEs) of activities funded by the Project
- B. Properties fifty years of age or older that may be affected Program activities covered under this Agreement will be evaluated by the Preservation Specialist, in consultation with the HDAB staff, to determine if the property meets the criteria for listing in the NRHP, either individually or as contributing to a historic district. If the Preservation Specialist and the HDAB staff agree that the property meets the criteria, the City shall proceed to implement projects in accordance with this Agreement.
- C. If the Preservation Specialist and the HDAB staff do not reach agreement regarding the eligibility of a property, the Preservation Specialist shall submit documentation to the SHPO

regarding the eligibility of the historic property in question to be affected by the Program activities. The SHPO shall provide written comments within 30 days following the receipt of adequate documentation.

1. Documentation of individual properties submitted to the SHPO for review will include a completed SHPO “Historical Significance Response Sheet”, a survey card, photographs of the property as well as streetscape views, a map indicating the property’s exact location, and a brief history, including when the structure was constructed, the name of the architect or builder, the names of early and subsequent occupants of the structure and any history associated with those occupants.
  2. Documentation for eligible districts will include maps, photographs, a statement of significance, a physical description, a listing of all the addresses of the properties within the district, and whether or not they are contributing or non-contributing.
- D. If the City and the SHPO disagree about the NRHP eligibility of a property, the City shall request a formal determination of eligibility in accordance with 36 CFR § 800.4(c)(2)

#### **IV. PROGRAM ACTIVITIES NOT REQUIRING REVIEW**

The Program activities listed in Appendix B have limited potential to affect historic properties and do not require further review from the SHPO when receiving Program assistance. The City shall retain individual project files for each project reviewed in accordance with this stipulation as verification that the scope of work was limited to these activities.

#### **V. TREATMENT OF HISTORIC PROPERTIES**

The City shall ensure that all properties, districts, etc. listed in the NRHP, eligible for listing in the NRHP, or determined eligible for listing in the NRHP, hereafter referred to as Historic Properties, are treated in accordance with the following Stipulations.

##### **A. Rehabilitation and Public Improvement Projects**

1. Residential and Commercial Rehabilitation Projects. The City shall ensure that all residential rehabilitation and commercial rehabilitation projects funded by the Program involving Historic Properties are carried out in accordance with the *Standards*. The Preservation Specialist shall review and approve all plans and specifications or work write-up prior to the initiation of Program activities.
2. Site Improvement Projects. The City shall ensure that site improvement projects funded by the Program which might impact Historic Properties, to include sidewalk improvement projects, re-paving of streets, installation of landscaping, street lighting and street furniture and other infrastructure improvements, adhere to the *Standards*. Site improvement projects affecting historic parks shall meet the standards in *Draft Guidelines for the Treatment of Historic Landscapes* (National Park Service, 1992).
3. If the *Standards* cannot be met, or if the contemplated action could otherwise have an adverse effect on Historic Properties, the City will consult with the SHPO as per Stipulation XIII.
4. The City will retain work descriptions, before and after photographs of the Historic

Properties proposed for or impacted by rehabilitation or site improvement projects funded by the Program, and the comments of the Detroit Historic District Commission (HDC) when applicable in individual project files. Before and after photographs shall be used as evidence of the City's proper application of the *Standards*. All files shall be retained for a minimum of three (3) years following project implementation.

B. Accessibility for Disabled Persons

1. The City shall explore alternative methods for providing accessibility to Historic Properties in accordance with the Americans with Disabilities Act (ADA) regulations and other local and federal requirements for accessibility. To the extent feasible, accessible features will be placed on secondary elevations for Historic Properties and will not result in the removal of a historic building's significant architectural features. The design of accessible features shall be consistent with the *Standards*, National Park Service Preservation Brief No. 32, and the Department of Interior report entitled, *Access to Historic Buildings for the Disabled: Suggestions for Planning and Implementation*.
2. The City will retain documentation regarding alternatives as part of the individual project files.
3. The City shall consult with the SHPO, including submitting documentation of alternate methods of creating access for Disabled Persons, when such projects will have an adverse effect on the historic and/or architectural character of an Historic Property.

C. Demolition Funded by the Program

1. The City shall proceed with the demolition of properties determined ineligible for listing on the NRHP without further review.
2. Demolition of Historic Properties under the Vacant and Dangerous Buildings program. The City shall forward documentation to the SHPO for review and comment regarding the proposed demolition of an Historic Property under the Vacant, and Dangerous Buildings program to include the following:
  - (a) An explanation of how long the property has been listed on the City's Vacant and Dangerous Buildings list and why demolition is proposed;
  - (b) A SHPO inventory card and photographs of all elevations and significant features;
  - (c) A brief history of the property including a statement of the historic and/or architectural significance of the resource meeting the criteria for listing in the NRHP;
  - (d) A structural report by a licensed Structural Engineer with experience with historic building structural systems or a licensed architect meeting the Secretary of the Interior's Historic Preservation Professional Qualification Standards, 36 CFR Part 61;

- (e) A summary of efforts undertaken by the City to rehabilitate and reuse the property;
- (f) A summary of alternatives to demolition that were considered and why they were not used;
- (g) The views of the local community;
- (h) Any proposed mitigation measures which shall be forwarded to the SHPO in a "two-party" Memorandum of Agreement (MOA).

Within thirty (30) days following receipt of adequate documentation, if the SHPO agrees with the proposed demolition of an Historic Property, it shall sign the "two-party" MOA and return it to the City for signature.

If the SHPO objects to the proposed demolition, the City and the SHPO shall consult per Stipulation XV.

3. Routine Demolition Projects. Prior to the demolition of Historic Properties not covered under the Vacant and Dangerous Buildings program, the City shall forward the following documentation to the SHPO for review and comment:

- (a) Location and description of the building;
- (b) Reasons for demolition, including documentation of code violations and structural damage and deterioration, as summarized by the Detroit Buildings & Safety Engineering Department (BSEED), market conditions and cost of rehabilitation versus new construction, etc., and an explanation why rehabilitation is neither prudent or feasible;
- (c) Recent photographs of each elevation and any significant architectural elements;
- (d) A brief history of the property including a statement of the historic and/or architectural significance of the resource meeting the criteria for listing in the NRHP;
- (e) A description of measures taken to solicit public comment and copies or summaries of public comments received; and,
- (f) Proposed mitigation measures that shall be included in a "two-party" MOA.
- (g) The SHPO will review the documentation submitted, and within thirty (30) days of receipt of adequate documentation, will sign the MOA or object in writing to the proposed demolition. If the SHPO objects to the proposed demolition, the City and the SHPO shall consult per Stipulation XV

4. Emergency Demolitions Funded by the Program

- (a) When the City determines that the emergency demolition of Historic Properties is required because in the opinion of its BSEED there exists an actual and immediate danger affecting the health, safety and welfare of the public if the structure(s) is not demolished immediately, and no federal funds are used by the City for the demolition, the City shall implement the emergency measures mandated by Detroit City Ordinance No. 290-H,

without adhering to the requirements provided in V.E.4.(b)-(d).

- (b) When the City determines that the emergency demolition of Historic Properties is required to comply with Detroit City Ordinance No. 290-H to avoid an imminent threat to the health and safety of residents, and Program funds are used for the demolition, the City shall forward documentation to the SHPO via electronic mail and express mail with a request for comments within 5 business days. Documentation shall include:
  - 1. The address of the property and the nature of the emergency;
  - 2. Recent photographs of the property;
  - 3. A signed copy of the local order requiring that emergency demolition commence within 30 days or less; and
  - 4. A SHPO inventory form or other documentation regarding the National Register eligibility of the property.
- (c) The SHPO will notify the City in writing whether it approves the emergency demolition and what, if any, mitigation measures must be implemented prior to demolition (i.e. recordation, architectural salvage, etc.). The City shall ensure that, to the extent feasible, all mitigation measures are implemented and appropriate documentation forwarded to the SHPO within fourteen (14) days following the completion of demolition activities.
- (d) If the SHPO objects to the emergency demolition, the City and the SHPO shall consult per Stipulation XV.

## VI. ARCHEOLOGICAL RESOURCES

In the event that major ground disturbance activities are planned as part of a rehabilitation, new construction, or site improvement project funded by the Program, the City, in consultation with the SHPO, shall determine whether the project site contains archeological resources.

- A. The City's archeological survey and SHPO inventory forms will be reviewed to determine if any National Register eligible resources are located on the project site.
- B. If the SHPO determines that an archeological survey is required, the City shall hire qualified Archeologists meeting the Secretary of Interior's Professional Qualification Standards 36 CFR Part 61, to assist in the identification and evaluation and treatment of eligible archeological sites.
- C. If archeological resources are identified which meet the NRHP criteria, they will be avoided or preserved in place, if feasible.
- D. If the City determines that is unfeasible to preserve or avoid NRHP-eligible or listed archeological resources, the City shall consult with the SHPO to develop a treatment plan consistent with the ACHP's publication, *Treatment of Archeological Properties*. The City shall ensure that the plan is implemented by a qualified Archeologist once it is approved by the SHPO.

## **VII. PUBLIC PARTICIPATION**

- A. Each year the City will notify the public of the City's current HOME and CDBG Program activities and make available for public inspection documentation about the City's CDBG Program. Available in this documentation will be general information on the type(s) of activities undertaken with HOME and CDBG funds; information on identified historic properties in communities which might be affected by these activities; the amount of HOME and CDBG funds available in the current program year; how interested persons can advise the City of any comments or concerns they may have about the HOME and CDBG program, and its effect on Historic Properties. A copy of said notice shall be posted in the Michigan Chronicle and on the City of Detroit website. A copy of the notice will also be provided to all Citizen District Councils, Preservation Detroit, the MHPN, the ACHP, the NTHP, the Detroit Historic Neighborhood Coalition, historic district neighborhood associations, and the SHPO.
- B. At any time during the implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the City shall take the objection into account and consult as needed with the objecting party, the SHPO, or the ACHP to resolve the objection.

## **VIII. TECHNICAL ASSISTANCE AND TRAINING**

The SHPO staff will provide on a periodic basis technical assistance, consultation and training as requested by the City in order to assist in carrying out the terms of this Agreement. The City, assisted by SHPO, shall provide guidance documents to City staff to assist in complying with the terms of the Agreement.

## **IX. PROJECT COORDINATION**

- (A) Within ninety (90) days following execution of this Agreement, the City shall develop internal review procedures to ensure that the Program activities carried out by other departments, authorities and agencies are implemented in accordance with the terms of the Agreement. The procedures shall outline how historic preservation reviews are to be coordinated and the documentation the departments are to retain in individual project files. A copy of the procedures will be submitted to SHPO.
- (B) The City shall take appropriate measures to ensure that Program activities, including the issuance of certificates of appropriateness, notices to proceed, BSEED building permits, construction permits and demolition permits, related to Historic Properties, are not implemented until the department, authority, or agency has received written clearance from Preservation Specialist.

## **X. MONITORING**

- A. The City shall prepare semi-annual reports summarizing Program activities carried out pursuant to the terms of the Agreement. The City shall forward copies of this report to the SHPO, the ACHP and other parties who may so request. The first report will be submitted on October 1, 2015, with subsequent reports to be submitted each January 1st and July 1st thereafter.

- B. The City shall retain individual project files containing determinations of eligibility, the comments of the SHPO, written authorization from the Preservation Specialist, specifications and work write-ups, before and after photographs and other pertinent documentation, for at least three years following the completion of the Program activity.

#### **XI. PREPARATION OF THE NEW COMPREHENSIVE PLAN**

A copy of the Historic Preservation policy section from the City's revised Master Plan will be provided to the SHPO. The SHPO will provide comments on this section to the City, which shall make every effort to take those comments into account, should that document be amended.

#### **XII. COORDINATION WITH OTHER FEDERAL PROGRAMS**

Should other federal agencies provide financial assistance to the City to assist with the implementation of community development projects, they may satisfy their Section 106 compliance responsibilities by accepting and complying with the terms of this Agreement. The federal agency, shall notify the SHPO and the ACHP in writing of its intent to adhere to this Agreement in lieu of case-by-case Section 106 reviews.

#### **XIII. DISPUTE RESOLUTION**

- A. Should the SHPO object within thirty (30) days to any plans for action proposed pursuant to this Agreement, the City shall consult with the SHPO to resolve the objection. If the City determines that the objection cannot be resolved pursuant to 36 CFR § 800.7(b), the City shall forward all documentation relevant to the dispute to the ACHP. Within forty-five (45) days following receipt of adequate documentation, the ACHP will either:
  - 1. Provide the City with recommendations, which the City will take into account in reaching a final decision regarding the dispute (36 CFR § 800.7(b)); or
  - 2. Notify the City that it will comment pursuant to 36 CFR § 800.7(c), and proceed to comment. Any ACHP comment provided in response to such a request will be taken into account by the City in accordance with 36 CFR § 800.7(c)(4) with reference to the subject of the dispute.
- B. The ACHP's responses to such request will be taken into account by the City in accordance with 36 CFR § 800.7(c) with reference only to the subject of dispute; the City's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

#### **XIV. TERM OF AGREEMENT**

This Agreement shall take effect on the date it is signed by all parties and shall continue in full force and effect until December 31, 2015, unless otherwise terminated or extended. At any time prior to this date the City may request from the SHPO in writing that it enter into consultation in order to modify to this Agreement so that it might be improved/updated. No Extension or modification shall be effective unless all parties to the Agreement have agreed to it in writing.

#### **XV. DEVELOPMENT OF A COMPREHENSIVE AGREEMENT**

Within 60 days of executing this Agreement, the parties to this Agreement and other relevant stakeholders shall initiate consultation to establish priorities and develop a plan/strategy which shall result in a more streamlined and effective historic preservation review process. The process will reflect best practices in technology, staffing, methodology, policies and protocols, and shall be incorporated into the development of a new improved Programmatic Agreement, which shall be executed on or before December 31, 2015.

#### **XVI. AMENDMENT**

Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such an amendment. The amendment shall be effective on the date a copy signed by all of the signatories is filed with the ACHP.

#### **XVII. TERMINATION**

Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR § 800.3 through 800.6 with regard to individual undertakings covered by this Agreement.

Execution and implementation of this Agreement evidences that the City has afforded the ACHP a reasonable opportunity to comment on the Program and that the City has taken into account the effects of the Program on historic properties.

CITY OF DETROIT, MICHIGAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Duggan, Mayor

THE DETROIT CITY COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brenda Jones, President

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian D. Conway, SHPO

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Fowler, Executive Director

Concur:

PLANNING AND DEVELOPMENT DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Arthur Jemison, Director

THE DETROIT LEGISLATIVE POLICY DIVISION/HISTORIC DESIGNATION ADVISORY BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janese Chapman, Historic Planner

## APPENDIX A

### DEFINITIONS AND ABBREVIATIONS

**ACHP** means the Advisory Council on Historic Preservation, an independent Federal agency that advises the President and Congress on historic preservation matters.

**Adverse effect** means the altering of a property in a manner that would diminish its integrity or alter the characteristics that qualify the property for inclusion in the National Register of Historic Places.

**CDBG** means Community Development Block Grant.

**Dangerous building** means such buildings as defined by City of Detroit Ordinance 290-H and deemed by the City of Detroit Department of Buildings and Safety Engineering.

**HDAB** means the City of Detroit Historic Designation Advisory Board.

**Historic Property** means any property that is included in or eligible for inclusion in the National Register of Historic Places as set forth in 36 CFR § 800.

**HOME** means HOME Investment Partnerships Program.

**HUD** means the United States Department of Housing and Urban Development.

**MOA** means Memorandum of Agreement.

**National Register** refers to the basic inventory of historic resources in the United States maintained by the Secretary of the Interior.

**Preservation Specialist** means the City of Detroit Planning and Development Department staff member(s) who meets the professional qualifications in Architectural History, Historic Architecture or related fields, as specified in the Secretary of the Interior's Professional Qualification Standards, 36 CFR Part 61.

**Program** refers to all activities funded by HUD specifically covered by this Programmatic Agreement and administered by the City of Detroit Planning and Development Department.

**Section 106** refers to the section of the National Historic Preservation Act of 1966 and its resulting review process designed to ensure that impacts on historic properties are taken into account during Federal project planning and execution.

**SHPO** means the Michigan State Historic Preservation Officer.

**Standards** means the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings published at 36 CFR § 67.

**Undertaking** means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency.

## APPENDIX B

### PROGRAM ACTIVITIES NOT REQUIRING REVIEW

#### A. Site Improvements

1. Reconstruction of roads where no change in width, surface materials, surface treatments, or vertical alignments of drainage is to occur.
2. Repair/replacement of existing curbs and sidewalks with identical materials within existing dimensions.
3. Repair/replacement of water, gas, storm, and/or sewer lines if it occurs within the dimensions of the original trench and permanent impacts upon surface treatments or landscape features which contribute to the historic or architectural significance of the resource are avoided.
4. Tree plantings adjacent to right-of-way.
5. Repainting parking spaces or streets

#### B. Interior Rehabilitation

The following may proceed without review if permanent impacts upon interior elements or surface treatments that contribute to the historic or architectural significance of the buildings are avoided.

1. All plumbing rehab/replacement - includes pipes and fixtures.
2. Heating, Venting, and Air-conditioning Systems – rehab, replacement, cleaning provided that no new venting or new venting locations are required. If new venting is required, it shall be located on the rear of the structure and shall not be visible from the public right-of-way.
3. Electrical work.
4. Restroom improvements for handicapped access - provided that work is contained within the existing restroom.
5. Interior surface treatments (floors, walls, ceilings, and woodwork) provided the work is restricted to repainting, refinishing, re-papering, or laying carpet or linoleum and the feature is not significant to the integrity of the property.
6. Installation of insulation provided it is restricted to attics and crawl spaces, upper surfaces of existing ceilings and the ceilings are not dropped, and proper vapor barriers are used. Also, wall insulation should not be installed in historic frame buildings unless an adequate vapor barrier can be added to the interior face of the wall. Insulation must be kept dry to function properly, and therefore requires a vapor barrier and some provision for air movement. Introducing insulation in wall cavities without a vapor barrier and some ventilation can lead to problems such as paint failure or the deterioration of wood members.
7. Repair of or pouring of concrete cellar floor.
8. Installation of new kitchen and bath appliances, cabinets, counters, tubs, sinks and toilets.

9. Repair or replacement of concrete basement floors and interior basement walls.
10. Replacement of door locks.

C. Exterior Rehabilitation

1. Caulking, weather stripping and replacement of window glass with glass of the same surface qualities (color, texture, and reflectivity).
2. Installation or replacement of gutters and downspouts (if the color is historically appropriate for the period and style of the historic resource).
3. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less than 3 inches to 12 inches), with no part of the surface of the roof visible from the ground.
4. New storm windows - provided they conform to shape and size of historic windows and that the meeting rail coincides with that of the existing sash. Color should match trim; mill finish aluminum is not acceptable. Repair or repainting of existing storm windows.
5. In-kind replacement - this is understood to mean that the new features/items will duplicate the material, dimensions, configuration and detailing of the original of the following:
  - (a) Porches - railings, posts/columns, brackets, cornices, steps, flooring
  - (b) Roofs
  - (c) Siding
  - (d) Exterior architectural details and features
  - (e) Windows - this understood to include both the frame, panes and sash
  - (f) Doors
  - (g) Cellar/bulkhead doors.
6. Painting previously painted surfaces in color(s) historically appropriate for the period and style of the historic resource.
7. Repair of existing wheelchair ramps.
8. Repair, replace, or install new sidewalks or driveways that match the existing sidewalk or driveway in materials and dimensions.
9. Repair or replacement of chimneys with the same material and dimensions.

**EXHIBIT C**

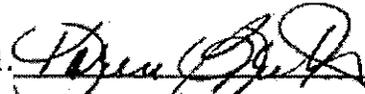
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

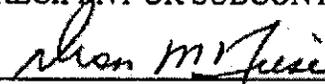
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 others 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 subawards at all tiers (including subcontracts, subgrants, 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. 
2. Racheli Greer

PROFESSIONAL CONTRACTOR,  
SUBRECIPIENT OR SUBCONTRACTOR:

By:   
Its: Senior Vice President / COO  
Date: OCT 13, 2014

## EXHIBIT P

### 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.
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,

**EXHIBIT P**

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

**Instruction for Certification continued**

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.

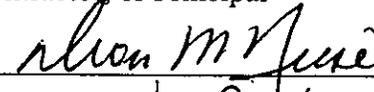
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS.**

- (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. 
- 2. Rachel Grey

Subrecipient, Contractor  
Subcontractor, or Principal

By:   
Its: Senior Vice President / COO  
Date: OCT 13, 2014

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: September 15, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the September 8, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015 and **APPROVED***

**Reported by the Finance, Budget and Audit Committee:**

No Contracts Reported

**Reported by the Internal Operations Committee:**

2911229	Sherwin Williams Submitted in the List and Referred July 28, 2015.	\$64,720.50	GENERAL SERVICE
2876477,Amend.2	Futurenet Group Submitted in the List and Referred July 28, 2015.	+ \$14,000 to \$58,600	INSPECTOR GENERAL
2867153,Extension	Genuine Parts (NAPA) Submitted in the List for Recess Week of Aug. 17, 2015 and Held.	+ \$1,746,836 to \$16,735,694	GENERAL SERVICE
2908627	Vitec (vehicle parts) Submitted in the List and Referred September 8, 2015.	\$11,528,000	GENERAL SERVICE
KEM-00248	Kemba S. Braynon (Legisl.Policy Division) Submitted in the List for September 15, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .	\$4,290	CITY COUNCIL

**Reported by the Neighborhood and Community Services Committee:**

No Contracts Reported

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 15, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015 and **APPROVED***

**Reported by the Planning and Economic Development Committee:**

2867322,Amend.2 The Mannick & Smith Group + \$218,526 to \$655,578 PLAN & DEVELOPT  
Submitted in the List for Recess Week of Aug. 10, 2015 and Held.

2912709 Wayne State University \$49,012 HOUSING & REVITALIZ.  
Submitted in the List for the Recess Week of Aug. 31, 2015 and Held.

**Reported by the Public Health and Safety Committee:**

No Contracts Reported

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be **POSTPONED** for 1 week.*

**Reported by the Internal Operations Committee:**

2898660,Amend.1 Pinnacle Actuarial Services + \$30,000 to \$105,000 LAW  
Submitted in the List and Referred September 8, 2015; Questions Raised during Session.

*The following contracts were reported to the City Council by the indicated Standing Committee, at the Regular Session of September 15, 2015, and requested to be **WITHDRAWN**.*

**Reported by the Internal Operations Committee:**

2906634 The Allen Law Group \$75,000 LAW  
Submitted in the List and Referred September 8, 2015.

2909529 The Allen Law Group \$75,000 LAW  
Submitted in the List and Referred September 8, 2015.

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 15, 2015

Page 3

*The following contracts were **REFERRED** on September 15, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Budget, Finance and Audit Committee:**

No Contracts Referred

**Referred to Internal Operations Committee:**

86998,Amend.1	Leslie Howard Ellison	GENERAL SERVICES
2902499	Alliant Insurance Service	RISK MANAGEMENT

*Correction To Item approved, Submitted Week of August 3, 2015*

**Referred to Neighborhood and Community Services Committee:**

No Contracts Referred

**Referred to Planning and Economic Development Committee:**

No Contracts Referred

**Referred to Public Health and Safety Committee:**

87085,Amend.1	Thomas James Shannon	MUNICIPAL PARKING
JAN-00093	Janette Cheryl Christine	MUNICIPAL PARKING

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of September 15, 2015

Page 4

*The following are contracts that are currently HELD for review, discussion or report to the Standing Committees:*

**Planning and Economic Development Committee:**

2896965,Amend.1 Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 PLAN & DEVELOPT  
Submitted in the List and Referred June 16, 2015; Waiting for Law Opinion on Ethics question

**Public Health and Safety Committee:**

2886496,Amend.1 Ramona H. Pearson + \$137,875 to \$487,875 HEALTH & WELL.  
Submitted in the List of the Recess Week of August 3, 2015; *Committee approved 9-14-15.*

2555944,Amend.3 Bishop Real Estate (Lease, 14655 Dexter) + \$669,950 to \$7,336,175 POLICE  
Submitted in the List for the Recess Week of August 10, 2015; *Committee approved 9-14-15.*

2912044 Wayne County Registrar of Deeds \$120,000 PUBLIC WORKS  
Submitted in the List for the Recess Week of Aug. 10, 2015.

87341 Ronald Fleming (Ex. Protection, Mayor) \$94,500 POLICE  
Submitted in the List for the Recess Week of Aug. 10, 2014; *Committee approved 9-14-15.*

2884809,Amend.2 Institute for Population Health + \$396,220 to \$14,752,220 HEALTH & WELL.  
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2884810,Amend.2 Institute for Population Health + \$164,004 to \$7,460,825 HEALTH & WELL.  
Submitted in the List for Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2906609,Conf.Req. Motor City Electric \$318,605 POLICE  
Submitted in the List for the Recess Week of Aug. 17, 2015; *Committee approved 9-14-15.*

2912431 Heritage Crystal Clean \$121,500 TRANSPORTATION  
Submitted in the List for the Recess Week of Aug. 17, 2015.

2912468,Conf.Req. Randy Lane \$31,058 TRANSPORTATION & PARKING  
Submitted in the List for the Recess Week of Aug. 24, 2015.

2913193 Target Solutions \$61,125 FIRE  
Submitted in the List for the Recess Week of Aug. 31, 2015; *Committee approved 9-14-15.*

2909352 Industrial Door and Weatherstrip \$220,000 TRANSPORTATION  
Submitted in the List and Referred September 8, 2015.

01/11/12

## City Council Contract Agenda Items Review Checklist

Reviewer: \_\_\_\_\_ Date Received: \_\_\_\_\_

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Date: July 22, 2015 Department: Planning and Development Division: Planning

Dept Head/Contact Person: John Baran Phone No.: 313.224.9127

Description: Prof Serv – Hist Contract No.: 2867325 PO Type: Prof Svc - CPO Est. Value: \$655,578

Contract Term (if applicable): July 1, 2012 to December 31, 2015

Funding: City 50% State \_\_\_\_\_% Federal \_\_\_\_\_% Other: CDBG 50%  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Mannik and Smith Group Required Date: July 1, 2012

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

If "Yes" please explain why: Review required for demolition utilizing CDBG funds and assist with review for improvements in the City's Local Historic Districts

Consequence of not buying: Cannot use CDBG funds for demolition and decrease improvements to properties in Local Historic Districts

2. Was the product or service competitively bid? X 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 X No Co-Operative Name: \_\_\_\_\_

If answer to #3 is "No" explain why a Co-Op was not considered: Co-operative agreement does not apply to this service

4. Were savings achieved?  
X Yes Amount \$24,280  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 engineering division of the contractor has been on and been awarded contracts for engineering services. This division is not supplying services for the subject contract.

6. The business being awarded is NEW CONTRACT

01/11/12

If #6 is a renewal provide justification for renewal: Contract was competitively bid and in addition to being the most qualified, the contractor also has over 10 years of experience providing this service in an exemplary fashion.

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 X 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? X Yes  No  
Is this a service that City employees can be trained to do? X Yes  No

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NOTES:

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PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: \_\_\_\_\_ DATE:

INFORMATION PROVIDED BY: John Baran  
TITLE: Executive Manager  
PHONE NO. (313) 224-9127

SCORED BY: John Baran

SCORED BY: C

RFP Historic District Commission Consultant Selection Criteria	Consultant Group	Mannik & Smith	CCRG	Mannik & Smith
1.) A statement to the effect that your proposal is in response to this Request for Proposals (RFP) with a brief description of your firm and the name and phone number of the firm's partner and manager to be assigned to this project; [1 - 6 points]		6	5	6
2.) Identify in detail at least three (3) similar projects by name, subject matter, location, vendor's services provided and the length of time vendor's service was provided on each. Included in this information shall be the description of services provided and the time period during which the services were provided; [1 - 6 points]		6	3	6
3.) Provide an organizational chart indicating the key personnel who will provide services resulting from this RFP and provide a resume for each of the key personnel; [1 - 6 points]		0	5	0
4.) Indicate the classifications or levels of staff to be assigned, include title, relevant experience, training, special skills and background, and brief resumes of key staff to be assigned; [1 - 10 points]		9	6	10
5.) Identify projects that represent familiarity with Federal Program requirements, including Section 106 regulators and CDBG programs; [1 - 10 points]		10	6	10
6.) Total cost of package using two scenarios i.e. two full-time staff and two part-time staff; [1 - 6 points]		8	7	5
7.) Provide copies of your organization's financial statements (CPA Certified) for the previous three years; and; [1 - 6 points]		6	6	4
8.) Provide references from at least three (3) sources, including one governmental unit, that have received services similar to those you propose in response to proposed specifications. Include names, addresses and telephone numbers of persons who can be contacted. If references cannot be provided, please explain. [1 - 6 points]		6	6	6
<b>A.) Proof of City of Detroit clearances (Property Tax, Income Tax clearances, and Human Rights, Liability Insurance) [12 points]</b>				
		12	12	12
<b>B.) Experience with the following software applications: MS Access, Detroit IPDS, Equalizer, and Tidemark Systems [12 points]</b>				
		12	8	12
<b>C.) Detroit headquartered business [15 points]</b>				
		0	0	0
<b>D.) Detroit based business [15 points]</b>				

REQUEST FOR INCOME TAX CLEARANCE

APR 21 2015

REQUESTING DEPARTMENT/DIVISION: Planning & Development-Historic CONTACT: John Baran PHONE: 224-9127

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. 512, Detroit, MI 48226. For: Individual or Company Name: The Mannik & Smith Group, Inc., Address: 65 Cadillac Square, #3311, City: Detroit, State: MI, Zip Code: 48226, Telephone: , Fax #: .

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above): Dean Niese, Telephone #: 419/891-2222, Fax #: 419/891-6975, Employer Identification or Social Security Number: 34-1206380, Spouse Social Security Number: n/a.

Nature of Contract: Professional Services/Section 106 Reviews Labor: \$ Material: \$, BID/CONTRACT AMOUNT (if known): , Contract # (if known): 2851279

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.

- 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 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: LORETA JENNINGS, INCOME TAX INVESTIGATOR Date: APR 25 2015 Expires: APR 25 2016

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

**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@CityofDetroit.org](mailto:RevenueCollections@CityofDetroit.org)

**SECTION A.** BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH  
 HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING  
 RECREATION WATER & SEWAGE OTHER Planning Development

ADDRESS OF DEPARTMENT 2 Woodward, Suite 105, Detroit, Michigan 48226

DATE SENT 4-21-2015 CONTACT PERSON Annette Smith

PHONE NUMBER (313) 224-2389 FAX NUMBER (313) 884-4238 EMAIL smitha@detroitmi.gov

CONTRACT AMOUNT \$ \_\_\_\_\_

**SECTION B: CORPORATION** LICENSE TYPE \_\_\_\_\_

CORPORATION NAME The Mannik & Smith Group, Inc.

ADDRESS 65 Cadillac Square, Suite 3311 CITY/STATE/ZIP Detroit, Michigan 48226 OWN X LEASE

CITY PERSONAL PROPERTY NUMBER 01990567-04 FID / EIN NUMBER 34-1206380

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON Charles F. Poal PHONE NUMBER (313) 961-9500 EMAIL ADDRESS cpoal@manniksmithgroup.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 # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**SECTION D: SOLE PROPRIETORSHIP** LICENSE TYPE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**SECTION E: PERSONAL SERVICES**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ OWN LEASE

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**REVENUE COLLECTIONS  
 APPROVED  
 CONTRACT CLEARANCES**

FOR TREASURY COLLECTION USE ONLY

APPROVED Annette Smith DENIED \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE APR 21 2015 DENIED WITH ATTACHMENTS \_\_\_\_\_

CLEARANCE VALID UNTIL AUG 30 2015

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

I, being a duly authorized representative of The Mannik & Smith Group, Inc., (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 applicant 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 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 January 1, 2015 to December 31, 2015

Printed Name of Contractor/Organization The Mannik & Smith Group, Inc.  
(Type or Print Legibly)

Contractor Address Maumee, Ohio, 43537  
(City) (State) (Zip)

Contractor Phone/E-mail 419-891-2222 / rgregg@manniksmithgroup.com  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Rachel L. Gregg, Vice President Human Resources

Signature of Authorized Representative: Rachel L. Gregg

Date: 14 Oct. 2014

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

Signature of Notary: [Signature]

Printed Name of Seal of Notary: KAREN BRAXTON

My Commission Expires: 9 / 23 / 2016



KAREN BRAXTON

Notary Public, State of Ohio

My Commission Expires 9/23/2016

<b>FOR CONTRACTING DEPARTMENT USE ONLY:</b>		
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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2014

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 The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Patricia Cholewa	PHONE (A/C No, Ext): 216-839-2807	FAX (A/C No): 216-839-2815
	E-MAIL ADDRESS: P.Cholewa@oswaldcompanies.com		
INSURED MANNI-1 The Mannik & Smith Group, Inc. 1800 Indian Wood Circle Maumee OH 43537	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance		24112
	INSURER B: Technology Insurance Company		39071
	INSURER C: Berkley Insurance Company		32603
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 1248843647

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	ADOL	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 <input checked="" type="checkbox"/> AI Primary & <input checked="" type="checkbox"/> Non-Contributory GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y			CMM0796439	11/16/2014	11/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AI Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y			CMM0796439	11/16/2014	11/16/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y			CMM0796439	11/16/2014	11/16/2015	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000 Excludes Professional \$
B 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			TWC3445558 CMM0796439	11/16/2014 11/16/2014	11/16/2015 11/16/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER OH Stop-Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made Retro Date: 1/10/1955	N	Y			AEC900275200	11/16/2014	11/16/2015	Each Claim \$1,000,000 Aggregate \$2,000,000 Contractors Poll Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.  
The City of Detroit is an additional insured with respect to commercial general liability, auto liability, excess liability and contractors pollution liability per Attached Endorsements CG 20 10 04 13, CG 20 37 04 13, CG 7137 11 12, and CA 70 77 09 11. Insurance is Primary and Non-Contributory as noted above.

**CERTIFICATE HOLDER****CANCELLATION**

City of Detroit 2 Woodward Avenue, Suite 401 Department of Environmental Affairs Detroit MI 48225	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>Patricia A Cholewa</i>
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**Hiring Policy Compliance Affidavit**

I, Dean M Niese, being duly sworn, state that I am the Senior Vice President  
\_\_\_\_\_ of Merrick & Smith Group Inc  
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, Dean M Niese  
Title: Senior Vice Pres. of Date: 6-15-12

STATE OF Ohio )  
COUNTY OF LUCAS ) SS

The foregoing Affidavit was acknowledged before me the 15 day of JUNE, 20 12  
by DEAN M. NIESE

Karen Braxton  
Notary Public, County of LUCAS  
State of Ohio

My commission expires: September 23, 2014



**KAREN BRAXTON**  
Notary Public, State of Ohio  
My Commission Expires 9/23/2014



## APPLICATION FOR EMPLOYMENT

The Mannik & Smith Group, Inc. is an Equal Employment Opportunity employer. It is the policy of the company to provide equal opportunity with regard to all terms and conditions of employment. The company complies with federal and state laws prohibiting discrimination on the basis of race, religion, national origin, ancestry, color, sex, age, disability, veteran status, height, weight or any other protected characteristic.

This application will be kept on **active** file for 60 days.

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Other Names You Have Used \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Secondary Phone Number \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, & Zip \_\_\_\_\_

Position Applied For \_\_\_\_\_ On what date are you available for work? \_\_\_\_\_

Have you ever been employed here before? No  Yes  Dates \_\_\_\_\_

Are you eligible to work in the U.S.? Yes  (If yes, proof is required.) No

### PREVIOUS EMPLOYERS

Mark an "x" by the employer(s) you do not want us to contact. List the most recent employer first.

1. Company Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Employed from (month/year) \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ Position \_\_\_\_\_

Reason for Leaving \_\_\_\_\_ Last Wage \_\_\_\_\_

2. Company Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Employed from (month/year) \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ Position \_\_\_\_\_

Reason for Leaving \_\_\_\_\_ Last Wage \_\_\_\_\_

3. Company Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Employed from (month/year) \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ Position \_\_\_\_\_

Reason for Leaving \_\_\_\_\_ Last Wage \_\_\_\_\_

4. Company Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Employed from (month/year) \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ Position \_\_\_\_\_

Reason for Leaving \_\_\_\_\_ Last Wage \_\_\_\_\_

**EDUCATIONAL BACKGROUND**

**High School Name and Location** \_\_\_\_\_

Course of Study \_\_\_\_\_ Did you graduate? Yes  No  Grade Point Average \_\_\_\_\_

Degree or diploma \_\_\_\_\_

**College Name and Location** \_\_\_\_\_

Course of Study \_\_\_\_\_ Did you graduate? Yes  No  Grade Point Average \_\_\_\_\_

Degree or diploma \_\_\_\_\_

**Graduate School Name and Location** \_\_\_\_\_

Course of Study \_\_\_\_\_ Did you graduate? Yes  No  Grade Point Average \_\_\_\_\_

Degree or diploma \_\_\_\_\_

**Continuing Education** \_\_\_\_\_

**Licenses/Certifications** \_\_\_\_\_

"I understand and agree that, if I am employed by The Mannik & Smith Group, Inc. (MSG), my employment and/or compensation is entirely "at will," which means neither are guaranteed for any definite period of time, and that my employment and/or compensation can be modified or terminated, with or without cause , and regardless of the date of payment of my wages and salary, and with or without prior notice at any time, at the option of either MSG or myself. I understand and agree that MSG reserves the right to establish and change any of the terms and conditions of my employment at its discretion at anytime as it deems appropriate. I understand and agree that if any previous agreements between any MSG representative and myself have been made, they are superseded by the contents of this Agreement. I understand and agree that no representative of MSG, other than the President, the Chairman of the Board, or the Shareholders of MSG as a whole, have any authority to enter into any agreement with me relating to my employment with MSG, or for the duration of my employment for any indefinite or specified period of time or to make any agreement with me contrary to the foregoing, except that the above-mentioned officials of MSG may do so in writing.

I authorize the investigation of any and all of my background, qualifications and/or any other information from whomever MSG deems appropriate or desires, as I also authorize the release of any and all information by whomever MSG deems appropriate or desires. I also release all parties from all liability for any damage that may result from furnishing this information to MSG. This release extends to all information deemed appropriate to be released by any requesting and/or releasing party, personal or otherwise, as well as to MSG itself, should it find it necessary at any time to release any information regarding myself, my employment record, or my employment status to any individual or organization MSG deems worthy of receiving such information.

I further agree to take any lawful medical examination or drug test upon request by MSG at its sole discretion as a condition of my employment, or, if I am hired, as a condition of my continued employment at any time as deemed appropriate by MSG. I agree that my refusal to take any such examinations or tests immediately upon request may be cause for my not being hired or, if I am hired, may be cause for the immediate termination of my employment. I hereby release all persons or companies conducting such examinations from any and all liability.

I also certify that the facts contained in this application and submitted resume are true and complete to the best of my knowledge and understanding that if I am employed, any statements I have falsified on this application shall be grounds for dismissal. I further certify that I have read all of the foregoing, understand the same and do hereby voluntarily agree to all of the provisions contained herein."

\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

\_\_\_\_\_  
**Date**

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: MANNIK & SMITH GROUP, INC.
2. Address of Contractor: 1810 INDIAN WOOD CIRCLE  
MINNEE, OHIO 43537
3. Name of Predecessor Entities (if any): Mannik & Smith, Inc.  
I.C. Bereshman Company, Mannik, Schneider Assoc.
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 1955 (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.

Dean M. Nuse (Printed Name) Senior Vice President (Title)  
alvon m nuse (Signature) 6-15-12 (Date)

Subscribed and sworn to before me  
this 15 day of JUNE, 2012

[Signature]  
Notary Public, Was County, Michigan Ohio  
My Commission expires: 9/23/2016



**KAREN BRAXTON**  
Notary Public, State of Ohio  
My Commission Expires 9/23/2016

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**Current Search Terms: "THE MANNIK & SMITH GROUP INC\*"**

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