

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: October 22, 2014

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

There were no contracts approved on October 14, 2014, that were Reconsidered

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 21, 2014 and **APPROVED.***

Reported by the Budget, Finance and Audit Committee:

2896481	Plante & Moran	\$675,000	FINANCE
	Submitted in the List and Referred October 14, 2014.		

Reported by the Internal Operations Committee:

2898787	American Sprinkler	\$450,000	GENERAL SERVICE
	Submitted in the List and Referred October 14, 2014.		
2852020	The OAS Group	\$2,500,000	INFORM. TECH.SERVICES
	Submitted in the List and Referred October 14, 2014.		
86983	Derek Miller	\$27,000	INSPECTOR GENERAL
	Submitted in the List and Referred October 14, 2014; Approved with <i>WAIVER.</i>		
86962	Dennis Black (Cushingberry)	\$2,640	CITY COUNCIL
	Submitted by Special Letter and place on New Business; Approved with <i>WAIVER.</i>		
2899526,Emg.Prcmt.	J-Mac Tree and Debris	\$45,478.40	GENERAL SERVICE
	Submitted by Special Letter, Oct. 20, 2014; Walked-On to Replace PO 2897014.		
2899584,Emg.Prcmt.	Tree Man Services	\$23,630.20	GENERAL SERVICE
	Submitted by Special Letter, Oct. 13, 2014; Walked-On to Replace PO 2897312.		
2899589,Emg.Prcmt.	All Metro Tree Services	\$14,202.10	GENERAL SERVICE
	Submitted by Special Letter, Oct. 13, 2014; Walked-on to Replace PO 2897313.		

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 21, 2014

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*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 21, 2014 and **APPROVED.***

Reported by the Neighborhood and Community Services Committee:

2894525 Nelson Iron Works (Shed 5,East.Mkt) \$195,330.98 RECREATION
Submitted in the List and Referred October 14, 2014.

Reported by the Planning and Economic Development Committee:

2896314 United Community Housing \$100,000 PLANNING & DEVELOPMT
Submitted in the List and Referred October 14, 2014; Approved with ***WAIVER.***

Reported by the Public Health and Safety Committee:

2893989 QOE Consulting \$92,790 AIRPORT
Submitted in the List and Referred October 7, 2014.

2897736 T & N Services \$55,695 FIRE
Submitted in the List and Referred October 7, 2014.

86952 Michael Lehto (Academy Instructor) \$20,160 POLICE
Submitted in the List and Referred October 7, 2014; Approved with ***WAIVER.***

2898225 Detroit Employment Solutions \$195,062 BUILD.SAFE.ENG.&ENVIRON.
Walked-on to Committee Meeting of Oct. 20, 2014; Moved to New Business.

2897829 Bill Snethkamp (105 vehicles) \$4,843,396 POLICE
Submitted in the List and Referred Oct. 7, 2014;
Correction to funding source (QOL) and cost submitted for referral Oct. 21; Moved to New Business.

*The following contract was reported to the City Council, at the Regular Session of October 21, 2014 by the Committee and **TABLED FOR 1 WEEK.***

Reported by the Internal Operations Committee:

2898282 Dan's Tree & Landscape \$400,000 GENERAL SERVICE
Submitted in the List and Referred September 30, 2014; Union issues / privatization.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 21, 2014

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*The following contracts were submitted to the City Council and referred to the Indicated Standing Committee; at the Meeting of October 21, 2014 were **WITHDRAWN**.*

Referred to Internal Operations Committee

2897014,Emg.Prcmt.	J-Mac Tree and Debris	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899526.			
2897312,Emg.Prcmt.	Tree Man Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899584.			
2897313,Emg.Prcmt.	All Metro Tree Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Replaced with PO 2899589.			

*The following contracts were **REFERRED** on October 21, 2014 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

2899280	Insight Public Sector	INFORM.TECH.SERVICES
86980	Dennis Sawinska	GENERAL SERVICES
86984	Donald L. Benson	GENERAL SERVICES
86985	Kevin M. Garcia	GENERAL SERVICES
86995	Charles J. Holley, Jr.	MAYOR'S OFFICE
86992	Carol O'Cleireacain	MAYOR'S OFFICE

Indicated to be approved by Emergency Manager

Referred to Neighborhood and Community Services Committee

No Contracts Referred

*The following contracts were **REFERRED** on October 21, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee

2895984	Detroit Police Athletic League	PLAN. & DEVELOPMT.
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Referred to Public Health and Safety Committee

2899027	Detroit Salt	TRANSPORTATION
86966	Robert B. Dunne, MD	FIRE
86953	Walter Lee Brown (Victim Serv.)	POLICE
86954	Frank Miles (Victim Serv.)	POLICE
86956	Keith Dawson (Auto Theft)	POLICE
86957	David Jakeway (Auto Theft)	POLICE
86958	Dianne Benners (Auto Theft)	POLICE
86959	Lavern Mack (Auto Theft)	POLICE

The following items have been HELD for review, discussion or report to the Standing Committee.

Held in the Public Health and Safety Committee

2897659	Wright Tools	\$53,000 / 1 year	TRANSPORTATION
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Submitted in the List and Referred September 23, 2014; Correction submitted, Approved Oct. 20.

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: _____ Department: Recreation Division: Administration

Dept Head/Contact Person: Nancy Capers Phone No.: 224-1109

Description: Construction Contract No.: 2894525 PO Type (ex) : Prof Svc - CPO Est. Value: \$195,330.98

Contract Term (if applicable/ example): June 12, 2014 to June 30, 2015

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

Recommended Supplier: _____ Required Date: _____

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

If "Yes" please explain why: Necessary to facilitate completion of Eastern Market improvements

Consequence of not buying: Shed 5 of Eastern Market would not have secure doors

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

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

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

4. Were savings achieved?
 Yes Amount \$330,000 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: _____

6. The business being awarded is RENEWAL OR NEW CONTRACT?

If #6 is a renewal provide justification for renewal: _____

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)

01/11/12

7. Is this good/service used by other Departments? Yes No
If "yes" can this requisition/par be combined other depts.? Yes No
8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No
-

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT FOR THE FOLLOWING REASON(S):

SIGNED: _____

DATE: 06/12/2014

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE NO. _____

CONTRACT # 2894525/2894526

DEPARTMENT RECREATION

[] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Nelson Iron Works

ADDRESS: 6350 Benham

Detroit, MI 48211

PROJECT: Eastern Market, Shed 5 Renovations

Bid Pack 8a Structural Steel & Misc. Iron

TYPE OF FUNDING AND %: 100% City

CONTRACT AMOUNT: \$195,330.98

CONTRACT PERIOD: June 12, 2014 through June 30, 2015

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: _____

REASON FOR DELAY: _____

JUL 07 2014



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

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: Nelson Iron Works, Inc
 Address: 6350 Beaubien
 City: Detroit
 State: MI Zip Code: 48211
 Telephone: 313-925-5355 Fax #: 313-925-7544
 E-Mail Address: diana@nelsonironworks.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above): Diane E. Guibonville Telephone #: 313-925-5355
 Fax #: 313-925-7544
 Employer Identification or Social Security Number: 36-1789586 Spouse Social Security Number: _____

Nature of Contract: Eastern Market Steel 7.5' Structural Steel & Misc. Iron BID/CONTRACT AMOUNT (if known):
 Labor: \$ _____ Material: \$ _____
 Contract # (if known): 500 2874525 500 2894526

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

FOR INCOME TAX USE ONLY

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

Yes No Signature: [Signature] Expires: JUL 21 2014
 Yes No Signature: _____ Date: _____ Expires: _____
 Yes No Signature: _____ Date: _____ Expires: _____

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

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

Attachment 2

City of Detroit / Human Rights Department
Application of Certification & Re-Certification
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**Purchasing Division / Human Rights Department
VENDOR/BUSINESS CLEARANCE REQUEST**

Submit to: Revenue Collection Unit
2 Woodward Ave. Rm.1012
Detroit, MI 48226
(313) 224-2389 or 224-2689 Telephone / (313) 224-4238 Fax

Nature of Contract N/A

Contract Amount \$ _____

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Nelson Iron Works, Inc.

Business Address 6350 Benham, Detroit, MI 48211

Lease Own

Ward/Item # 15/1044-53

Tax ID/FID # 38-1789686

City Personal Property I.D. # 15990234.cc

Owner(s) Name Nelson Iron Works, Inc..

Owner(s) SS# (If Sole Proprietorship) _____

Owner(s) Home Address (If Sole Proprietorship) _____

Contact Person Diane E. Grabowski Lease Own

Contact Number 313-925-9355 Fax Number 313-925-7544

Please do not write below this line

Real Property	Special Assessment	Personal Property	Other Receivable
<input checked="" type="checkbox"/> Approved			
<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied

Comments _____

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

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

Signature [Handwritten Signature]

Date 8-25-14

JAN 15 2015

Expiration Date _____

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

I, being duly authorized representative of the Nelson Iron Works, (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) Contract * CP02894525 SPO 2894526

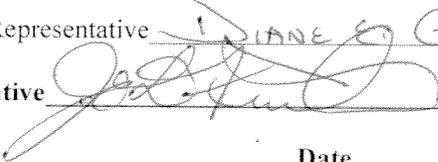
Duration of Covenant _____

Printed Name of Contractor/Organization Nelson Iron Works, Inc
(Type or Print Legibly)

Contractor Address: 6350 Benham Detroit MI 48211
(City) (State) (Zip)

Contractor Phone/E-mail 313-925-5355 / diane@nelsonironworks.com

Printed Name & Title of Authorized Representative DIANE E. Grabowski

Signature of Authorized Representative 
Date 6-25-2014

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

Signature of Notary: 

Printed Name of Seal of Notary: DIANE E. GRABOWSKI

My Commission Expires: 5 / 22 / 2019

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

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



CERTIFICATE OF LIABILITY INSURANCE

NELSO-1 OP ID: SM

DATE (MM/DD/YYYY)

06/12/2014

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 InPro Insurance Group, Inc. 2095 E. Big Beaver, Ste 100 Troy, MI 48063 David W. Goodman		CONTACT NAME: PHONE (A/C, N o, Ext): 248-526-3260 FAX (A/C, N o): 248-526-3261 E-MAIL ADDRESS: certificates@inproagent.com	
INSURED Nelson Iron Works Inc 6350 Benham Detroit, MI 48211		INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company NAIC # 22292 INSURER B : Massachusetts Bay Insurance Co 22306 INSURER C : Midwest Employers Casualty 23612 INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	Z7B899117004	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000	
B	AUTOMOBILE LIABILITY		ADB899117404	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$	
A	UMBRELLA LIAB	X	U7B899263305	01/01/2014	01/01/2015	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0					CLAIMS-MADE AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	EWC005394	01/01/2014	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

RE: Eastern Market Shed #5 Renovations
 Contract #CPO2894525, SPO2894526 June 2014
 Additional insured as required by written contract: City of Detroit and the EMC on a primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

DETR122

City of Detroit
 Detroit Recreation Dept.
 Nancy A Capers, Mgt II Dir.
 18100 Meyers Rd. Upper Level
 Detroit, MI 48235

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

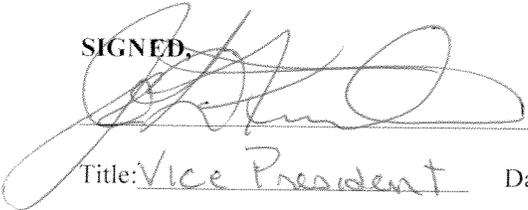
Hiring Policy Compliance Affidavit

I, John Knill, being duly sworn, state that I am the Vice President
_____ of Nelson Iron Works, 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,


Title: Vice President Date: 6-25-14

STATE OF MI)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 25th day of June, 2014,
by John Knill.

Notary Public, County of Macomb

State of Michigan

My commission expires: 5-22-2019

APPLICATION FOR EMPLOYMENT

We are an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis including race, color, age, sex, religion, disability, or national origin.

APPLICANT INFORMATION

Last Name		First		M.I.		Date		
Street Address						Apartment/Unit #		
City				State			ZIP	
Phone (s)				E-mail Address				
Date Available			Last four digits of SSN	XXX - XX-	Desired Salary	\$		
Position Applied for								
Are you a citizen of the United States?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?					
Are you employed now?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, may we contact your employer?			YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Type of Employment	Full-time <input type="checkbox"/>	Part-time <input type="checkbox"/>	Summer <input type="checkbox"/>	Temporary <input type="checkbox"/>				

EDUCATION AND OFFICE SKILLS

High School		Address							
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>					
College or Trade School			Address						
From	To	Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree				
Years of Typing Experience		Words Per Minute		Other Office Equipment Used	Printer <input type="checkbox"/>	Copier <input type="checkbox"/>	Fax <input type="checkbox"/>	Scanner <input type="checkbox"/>	Calculator <input type="checkbox"/>
Computer Software and Hardware Experience									

EMPLOYMENT HISTORY

(LIST PRESENT OR MOST RECENT POSITIONS FIRST)

Company				Phone				
Address				Name and Position of Supervisor				
Job Title			Starting Salary	\$	Ending Salary	\$		
Responsibilities								
From	To	Reason for Leaving						
May we contact your previous supervisor for a reference?	YES <input type="checkbox"/>	NO <input type="checkbox"/>						

EMPLOYMENT HISTORY (CONTINUED)

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

MILITARY SERVICE

Branch	From	To
Rank at Discharge	Type of Discharge	
If other than honorable, explain		

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.
 If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature	Date
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CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Nelson Iron Works, Inc
2. Address of Contractor: 6350 Benham
Detroit MI 48211

3. Name of Predecessor Entities (if any): NONE

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 1968 (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.

John Knuth (Printed Name) Vice President (Title)

[Signature] (Signature) 6-25-14 (Date)

Subscribed and sworn to before me
this 25th day of June 2014.

[Signature]
Notary Public, Macomb County, Michigan
My Commission expires: 5-22-2019

CONTRACT # 2894525/2894526

DEPARTMENT RECREATION

[] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Nelson Iron Works

ADDRESS: 6350 Benham
Detroit, MI 48211

PROJECT: Eastern Market, Shed 5 Renovations
Bid Pack 8a Structural Steel & Misc. Iron

TYPE OF FUNDING AND %: 100% City

CONTRACT AMOUNT: \$195,330.98

CONTRACT PERIOD: June 12, 2014 through June 30, 2015

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: _____

REASON FOR DELAY: _____

CONSTRUCTION CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

NELSON IRON WORKS

FOR

**EASTERN MARKET SHED NO. 5 RENOVATIONS
BP 8a STRUCTURAL STEEL & MISC. IRON**

CONTRACT NO.

CPO 2894525

SPO 2894526

JUNE 2014

CONTRACT PROVISIONS

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CITY OF DETROIT

CONSTRUCTION CONTRACT

THIS CONTRACT is entered into by and between the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Recreation Department ("*City*") and Nelson Iron Works, with an office located at 6350 Benham, Detroit, MI 48211 ("*Contractor*").

WITNESSETH:

WHEREAS, the *City* desires to engage the *Contractor* to render certain technical and/or construction services, hereinafter called the "*Services*", as set forth in this document and the attached *Exhibits*, which are incorporated by reference herein; and

WHEREAS, the *City* in engaging the *Contractor* as named herein, desires to provide for the efficient and orderly performance of the designated *Services*; and

WHEREAS, the *Contractor* represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the *Services* as herein stated in a manner which is responsive to the *City's* needs in all respects; and

WHEREAS, the *City* has selected the *Contractor* to carry out the objectives of this *Contract* as described herein; and

WHEREAS, the further objectives of this *Contract* are to provide technical and/or other related construction services as set forth in *Exhibits A* and *F*; and

WHEREAS, other related services may be provided in support of the *Services* by the *Contractor*; and

NOW, THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties, it is agreed as follows:

1. DEFINITIONS

1.01

The following words and expressions or pronouns used in their stead shall be construed as follows:

"Amendment" shall mean modifications or changes in this *Contract* that have been mutually agreed upon by the City and the *Contractor* in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the *Contract* as *Contracting* for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that *Contracts* with the City by way of this *Contract*, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"EMC" shall mean the Eastern Market Corporation, a non-profit corporation contracted with the *City* under separate contract to operate and maintain Eastern Market.

"Exhibit A" is the Scope of Services for this *Contract* and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Budget for this *Contract* and sets forth the amount of compensation to be paid to the *Contractor*, including any Reimbursable Expenses.

"Exhibit C" is the Detroit Living Wage Ordinance *Contractor* Certification, by which the *Contractor* certifies that it shall comply with the Detroit Living Wage Ordinance.

"Exhibit D" is the Executive Order 2007-1 *Contractor* Certification, by which the *Contractor* certifies that it shall comply with Executive Order No. 2007-1.

"Exhibit E" is acknowledgement by the *Contractor* of the Eastern Market Corporation's Construction Manager and Architect for this Eastern Market - Shed No. 5 Project.

"Exhibit F" is the Technical Specifications and Construction Drawings related to the performance of the Services and are hereby incorporated into this *Contract* by reference. The Technical Specifications are dated November 03, 2011 and were prepared by the EMC's Architect specifically for this *Contract*. The Construction Drawings are dated November 03, 2011, are 24" x 36" in size, were prepared by the EMC's Architect specifically for this *Contract* and shall be made available for viewing at the Detroit Recreation Department's offices upon request.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this *Contract*.

"Services" shall mean all work that is expressly set forth in (1) the Scope of Services included in *Exhibit A*, (2) the Technical Specifications included in *Exhibit F*, (3) the Construction Drawings, and (4) all work expressly or impliedly required to be performed by the *Contractor* in order to achieve the objectives of this *Contract*.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the *Contractor*, that *Contracts* with the *Contractor*, directly or indirectly, to perform in part or assist the *Contractor* in achieving the objectives of this *Contract*.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this *Contract* and have not been approved by City Council as part of this *Contract*.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the *Contractor* under this *Contract* or in anticipation of this *Contract*, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

2. ENGAGEMENT OF THE CONTRACTOR

- 2.01 By this *Contract*, the City engages the *Contractor* and the *Contractor* hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this *Contract*.
- 2.02 The *Contractor* shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this *Contract*, the interpretation and determination of the City shall govern.
- 2.03 The *Contractor* shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the *Contractor* will be able to properly and fully perform the objectives as set forth in this *Contract*.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this *Contract*. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this *Contract*, and the *Contractor* shall be and will remain liable in accordance with applicable law for all damages to the City caused by the *Contractor's* negligent performance or nonperformance of any of the Services furnished under this *Contract*.
- 2.05 The Services shall be performed as set forth in Exhibits A and F, or at such other locations as are deemed appropriate by the City and the *Contractor* for the proper performance of the Services.
- 2.06 The City and the *Contractor* expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this *Contract* and that this *Contract* shall not be construed to benefit any persons other than the City and the *Contractor*.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 3.01 To induce the City to enter into this *Contract*, the *Contractor* represents and warrants that the *Contractor* is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this *Contract*, and that the execution of this *Contract* is within the *Contractor's* authorized powers and is not in contravention of federal, state or local law.
- 3.02 The *Contractor* makes the following representations and warranties as to any Technology it may provide under this *Contract*:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and F and according to any other specifications and representations, including any manuals, provided by the *Contractor* to the City;
- (b) That the *Contractor* shall correct all errors in the Technology provided under this *Contract* so that such technology will perform according to *Contractor's* published specifications;
- (c) That the *Contractor* has the full right and power to grant the City a license to use the Technology provided pursuant to this *Contract*;
- (d) That any Technology provided by *Contractor* under this *Contract* is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this *Contract* is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this *Contract* as amended or extended.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

4.01

The award of this *Contract* to the *Contractor* shall not become effective until:

- (a) The *Contract* has been approved by the required City departments;
- (b) The award of the *Contract* has been authorized by resolution of the City Council; and
- (c) The *Contract* has been signed by the City's Purchasing Director.
- (d) The *Contract* has been signed by the Emergency Manager.

4.02

Prior to the approvals set forth in Section 4.01, the *Contractor* shall have no authority to begin work on this *Contract*. The Finance Director shall not authorize any payments to the *Contractor*, nor shall the City incur any liability to

pay for any services rendered or to reimburse the *Contractor* for any expenditure, prior to such award and approvals.

- 4.03 The City and the *Contractor* agree that the commencement and duration of the *Contractor's* performance under this *Contract* shall be determined as set forth in Exhibit A.

5. DATA TO BE FURNISHED TO CONTRACTOR

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the *Contractor* upon the *Contractor's* request. With the prior approval of the City, the *Contractor* will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

6. PERSONNEL & CONTRACT ADMINISTRATION

- 6.01 The *Contractor* represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the *Contractor* shall supply a résumé of the managerial staff or consultants it proposes to assign to this *Contract*, as well as a dossier on the *Contractor's* professional activities and major undertakings.
- 6.02 The City may interview the *Contractor's* managerial staff and other employees assigned to this *Contract*. The *Contractor* shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The *Contractor* shall not replace any of the personnel working on this *Contract* with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the *Contractor* to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the *Contractor* shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the *Contractor* to the City is and shall continue to be that of an independent *Contractor* and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a *Contract* for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this

Contract. No relationship other than that of independent *Contractor* shall be implied between the parties or between either party's agents, employees or Subcontractors. The *Contractor* agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the *Contractor* or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 For all purposes, City employees shall remain employees of the City and the *Contractor's* employees shall remain employees of the *Contractor*. The *Contractor* is being retained by the City as an independent *Contractor* to provide Services to the City, and is not being retained in any capacity as a joint enterprise or joint venture with the City.

6.06 The *Contractor* warrants and represents that all persons assigned to the performance of this *Contract* shall be regular employees or independent *Contractors* of the *Contractor*, unless otherwise authorized by the City. The *Contractor's* employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.07 The *Contractor* shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

6.08 Payment for Services provided under this *Contract* is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The individual responsible for accepting performance under this *Contract* and from whom payment should be requested is:

Nancy A. Capers, Manager II
18100 Meyers Road, Upper Level
Detroit, MI 48235
(313) 224-1109
(313) 224-1860 Facsimile

6.09 Management of the Project shall be according to the method as designated below:

- (a) All personnel engaged in the *Services* shall be supervised by the *Contractor's* Project Manager. The Project Manager shall be duly noted by the *Contractor* and accepted by the *City*. Notice of the person so designated shall be sent to the *City* by certified mail. The person designated as Project Manager may be changed after notice of such change has been sent to the *City* by certified mail and approved by the *City*. Notice shall be received and approval given by the *City* before the individual so selected can assume such responsibility. The Project Manager shall, in addition to his other duties, act as liaison between the *Contractor* and the *City*, and monitor performance goals. The Project

Manager shall submit progress reports monthly. Each report shall describe the Subcontractor's activities by reference to the scope of services described in *Exhibits A and E*, and be signed by an authorized officer or designee of the *Contractor*. At regular intervals, *Contractor's* senior staff (higher than Project Manager), if any, will check and verify progress under the *Contract* and report any problem areas to the *City*. The Project Manager shall immediately notify the *City* should the following conditions occur: (a) probable delays or adverse conditions that will materially affect the ability to attain the *Contract* objectives or prevent the meeting of time schedules or goals, (such notice shall include a statement of any remedial actions taken or contemplated by the *Contractor*); or (b) favorable developments or events which enable meeting time schedules and goals sooner than anticipated.

7. COMPENSATION

- 7.01 Compensation for Services provided shall not exceed the amount of One Hundred Ninety Five Thousand Three Hundred Thirty and 98/100 Dollars (\$195,330.98), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this *Contract* is amended pursuant to Section 16, this amount shall be the entire compensation to which the *Contractor* is entitled for the performance of Services under this *Contract*.
- 7.02 The *Contractor* shall maintain full and complete Records reflecting all of its operations related to this *Contract*. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the *Contract* completion date.
- 7.03 The *City* and any government-grantor agency providing funding under this *Contract* shall have the right at any time without notice to examine and audit all Records and other supporting data of the *Contractor* as the *City* or any agency deems necessary.
- (a) The *Contractor* shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The *City* and any government-grantor agency providing funds for the *Contract* shall have this right of inspection. The *Contractor* shall provide copies of all Records to the *City* or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the *City* or of another government-grantor agency should note any deficiencies in the performance of the *Contractor's* agreed upon performance or record-keeping practices, such deficiencies will be reported to the *Contractor* in writing. The *Contractor* agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the *Contractor* within thirty (30) days of notification or may be set off by the City against any funds due and owing the *Contractor*, provided, however, that the *Contractor* shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this *Contract*, the *Contractor* shall pay the City's audit costs.
- (e) Nothing contained in this *Contract* shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

7.04 The *Contractor* agrees to include the covenants contained in Sections 7.02 and 7.03 in any *Contract* it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this *Contract*.

8. INDEMNITY

8.01 The *Contractor* agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this *Contract*:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the *Contractor* or any of its Associates; and
- (b) Any failure by the *Contractor* or any of its Associates to perform their obligations, either express or implied, under this *Contract*.

8.02 The *Contractor* also agrees to hold the City harmless against any and all injury to the person or property of an employee of the City where such injury arises out of the *Contractor*'s performance of this *Contract*.

8.03 The *Contractor* shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The *Contractor* undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The *Contractor* also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this *Contract* on premises that are not owned by the City.

- 8.04 In the event any action shall be brought against the City by reason of any claim covered under this Section 8, the *Contractor*, upon notice from the City, shall at its sole cost and expense defend the same.
- 8.05 The *Contractor* agrees that it is the *Contractor's* responsibility and not the responsibility of the City to safeguard the property that the *Contractor* or its Associates use while performing this *Contract*. Further, the *Contractor* agrees to hold the City harmless for any loss of such property used by any such person pursuant to the *Contractor's* performance under this *Contract*.
- 8.06 The *Contractor* agrees that it explicitly waives any right it has or may have to immunity under applicable industrial insurance laws with respect to any action against the City and agrees to assume liability for actions brought by its own employees against the City as provided above.
- 8.07 The indemnification obligation under this Section 8 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 8.08 The *Contractor* agrees that this Section 8 shall apply to all claims, whether litigated or not, that may occur or arise between the *Contractor* or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

9. INSURANCE & BONDS

- 9.01 The *Contractor* shall maintain, at a minimum and at its expense, during the term of this *Contract* the following insurance, with the understanding that if the *Contract* price exceeds One Million Dollars (\$1,000,000) additional insurance will be required:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employer's Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan No Fault Insurance Law)	\$1,000,000.00 combined single limit

9.02

- (a) The commercial general liability insurance policy shall name the "City of Detroit" and the "EMC" as an additional insured and shall state that the *Contractor's* insurance is primary and not excess over any insurance already carried by the City of Detroit. The commercial general liability insurance shall provide blanket Contractual liability insurance for all written Contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. _____, dated _____ and entered into by the insured and the City of Detroit."

- (b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured," which reads essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

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

9.03

If during the term of this *Contract* changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the *Contractor* shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the *Contractor's* expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well-rated by national rating organizations and are otherwise acceptable to the City.

9.04

All insurance policies shall name the *Contractor* as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing such coverage shall be in a form acceptable to the City. Certificates of insurance shall be submitted to the City's Finance Department, Accounts Payable Section, Coleman A. Young Municipal Center, prior to the commencement of performance under this *Contract* and at least fifteen (15) days prior to the expiration dates of expiring policies.

- 9.05 If any work is sublet in connection with this *Contract*, the *Contractor* shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in Section 9.01 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 9.06 The *Contractor* shall be responsible for payment of all deductibles contained in any insurance required under this *Contract*. The provisions requiring the *Contractor* to carry the insurance required under this Section 9 shall not be construed in any manner as waiving or restricting the liability of the *Contractor* under this *Contract*.
- 9.07 The *Contractor's* comprehensive general liability insurance shall include premises – operations (including explosion, collapse and underground coverage), independent *Contractors*, completed operations, and blanket *Contractual* liability on all written *Contracts*, all including broad form property damage coverage.
- 9.08 The *Contractor* shall provide performance and payment bonds in the full amount of this *Contract* and any additional *Amendments* hereto. Any premiums for the performance and payment bonds shall be paid for by the *Contractor*.

10. DEFAULT & TERMINATION

- 10.01 This *Contract* shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Section 10.
- 10.02 The City reserves the right to terminate for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this *Contract*, and shall include the following:
- (1) The *Contractor* fails to begin work in accordance with the terms of this *Contract*; or
 - (2) The *Contractor*, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The *Contractor* ceases to perform under the *Contract*; or
 - (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the *Contractor's* control; or
 - (5) The *Contractor*, without just cause, reduces its work force on this *Contract* to a number that would be insufficient, in the judgment of

the City, to complete the Services within a reasonable time, and the *Contractor* fails to sufficiently increase such work force when directed to do so by the City; or

- (6) The *Contractor* assigns, transfers, conveys or otherwise disposes of this *Contract* in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this *Contract* so as to create a conflict of interest; or
 - (8) The *Contractor* violates any of the provisions of this *Contract*, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the *Contract*, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The *Contractor* fails in any of the agreements set forth in this *Contract*; or
 - (11) The *Contractor* ceases to conduct business in the normal course; or
 - (12) The *Contractor* admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the *Contract*. Upon receiving a Notice of Termination for Cause, the *Contractor* shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this *Contract* shall terminate on the thirtieth calendar day after the *Contractor's* receipt of the Notice of Termination for Cause, unless the City, in writing, gives the *Contractor* additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this *Contract* shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the *Contractor* was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the *Contract*, if terminated, may be reinstated.
- (d) The *Contractor* shall be liable to the City for any damages it sustains by virtue of the *Contractor's* breach or any reasonable costs the City might

incur in enforcing or attempting to enforce this *Contract*. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the *Contractor* makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the *Contractor's* last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the *Contractor*, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the *Contractor* is determined. It is expressly understood that the *Contractor* shall remain liable for any damages the City sustains in excess of any setoff.

- (e) The City's remedies outlined in this Section 10.02 shall be in addition to any and all other legal or equitable remedies permissible.

10.03

The City shall have the right to terminate this *Contract* at any time at its convenience by giving the *Contractor* five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the *Contractor* the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the *Contractor's* rate schedule as provided in Exhibit B; and (c) the *Contractor's* costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the *Contractor* shall be reduced by payments already paid to the *Contractor* by the City. In no event shall the City pay the *Contractor* more than maximum price, if one is stated, of this *Contract*.

10.04

After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the *Contractor* shall:

- (a) Stop work under the *Contract* on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional *Contract* funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this *Contract* as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all

furnishings, equipment, and other property purchased for the *Contract*, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this *Contract*, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the *Contractor* has become financially obligated pursuant to this *Contract*.

10.05 After termination of the *Contract*, each party shall have the duty to assist the other party in the orderly termination of this *Contract* and the transfer of all rights and duties arising under the *Contract*, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

11. ASSIGNMENT

11.01 The *Contractor* shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this *Contract* without the prior written consent of the City; however, claims for money due or to become due to the *Contractor* may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the *Contractor* assigns all or any part of any monies due or to become due under this *Contract*, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this *Contract*.

12. SUBCONTRACTING

12.01 None of the Services covered by this *Contract* shall be subcontracted without the prior written approval of the *City* and, if required, any grantor agency. The *City* reserves the right to withhold approval of subcontracting such portions of the *Services* where the *City* determines that such subcontracting is not in the *City's* best interests.

12.02 Each subcontract entered into shall provide that the provisions of this *Contract* shall apply to the Subcontractor and its Associates in all respects. The *Contractor* agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the *Contract* insofar as applicable to the work or services performed by that Subcontractor.

12.03 The *Contractor* and the Subcontractor jointly and severally agree that no approval by the *City* of any proposed Subcontractor, nor any subcontract, nor anything in the *Contract*, shall create or be deemed to create any rights in favor of a Subcontractor and against the *City*, nor shall it be deemed or construed to impose

upon the *City* any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the *City*.

12.04 The provisions contained in this Section 12 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

12.05 The *Contractor* agrees to indemnify, defend, and hold the *City* harmless against any claims initiated against the *City* pursuant to any subcontracts the *Contractor* enters into in performance of this *Contract*. The *City's* approval of any Subcontractor shall not relieve the *Contractor* of any of its responsibilities, duties and liabilities under this *Contract*. The *Contractor* shall be solely responsible to the *City* for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the *Contractor*.

13. CONFLICT OF INTEREST

13.01 The *Contractor* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this *Contract*. The *Contractor* further covenants that in the performance of this *Contract* no person having any such interest shall be employed by it.

13.02 The *Contractor* further covenants that no officer, agent, or employee of the *City* and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this *Contract* has any personal or financial interest, direct or indirect, in this *Contract* or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

13.03 The *Contractor* warrants (a) that it has not employed and will not employ any person to solicit or secure this *Contract* upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the *Contractor* either directly or indirectly, and (b) that if this warranty is breached, the *City* may, at its option, terminate this *Contract* without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the *Contractor* under this *Contract* any portion of any such commission, percentage, brokerage, or contingent fee.

13.04 The *Contractor* covenants not to employ an employee of the *City* for a period of one (1) year after the date of termination of this *Contract* without written *City* approval.

14. CONFIDENTIAL INFORMATION

- 14.01 In order that the *Contractor* may effectively fulfill its covenants and obligations under this *Contract*, it may be necessary or desirable for the City to disclose confidential and proprietary information to the *Contractor* or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the *Contractor* shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall be marked Confidential and shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 14.02 The *Contractor* agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

15. COMPLIANCE WITH LAWS

- 15.01 The *Contractor* shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 15.02 The *Contractor* shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The *Contractor* shall commit no trespass on any public or private property in performing any of the Services encompassed by this *Contract*. The *Contractor* shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

16. AMENDMENTS

- 16.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this *Contract* or require the *Contractor* to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the *Contractor* by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the *Contractor* mutually agree to any changes or modification of this *Contract*, the modification shall be incorporated into this *Contract* by written Amendment.
- 16.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the *Contractor* shall continue to perform the Services under this *Contract* until the dispute is resolved.

16.03 No Amendment to this *Contract* shall be effective and binding upon the parties unless it expressly makes reference to this *Contract*, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City Departments and the City Council, and is executed by the Purchasing Director.

16.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the *Contractor* and any of its Associates.

17. FAIR EMPLOYMENT PRACTICES

17.01 The *Contractor* shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

17.02 The *Contractor* agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this *Contract*, and shall include the provisions of this Section 17 in any subcontract, as well as provide the *City* a copy of any subcontract upon request.

17.03 Breach of the terms and conditions of this Section 17 shall constitute a material breach of this *Contract* and may be governed by the provisions of Section 10, "Default and Termination."

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this *Contract* shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Recreation Department (on behalf of the City):

Detroit Recreation Department
Attn: Nancy A. Capers, Manager II Director
18100 Meyers Road, Upper Level
Detroit, MI 48235

If to the *Contractor*:

Nelson Iron Works
Attn: Diane Grabowski
6350 Benham
Detroit, MI 48211

18.02 All Notices shall be deemed given on the day of mailing. Either party to this *Contract* may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this *Contract* must be signed by an authorized representative of such party.

19. PROPRIETARY RIGHTS AND PATENT INDEMNITY

19.01 The parties acknowledge that should the performance of this *Contract* result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), said Discoveries shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the *Contractor* shall not, other than in the performance of this *Contract*, make use of or disclose said Discoveries to anyone. At the City's request, the *Contractor* shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents for said Discoveries, if the City elects to do so.

19.02 The Work Product shall not be disclosed, published or copyrighted in whole or in part by the *Contractor*. The right to copyright such materials shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

19.03 The *Contractor* warrants that the performance of this *Contract* shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the *Contractor* filed by a third party against the City, the *Contractor* shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

19.04 The making of payments, including partial payments by the City to the *Contractor*, shall vest in the City title to, and the right to take possession of, all Work Product produced by the *Contractor* up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the *Contractor* or to any other person.

19.05 Upon the completion or other termination of this *Contract*, all finished or unfinished Work Product prepared by the *Contractor* shall, at the option of the City, become the City's sole and exclusive property whether or not in the *Contractor's* possession. Such Work Product shall be free from any claim or

retention of rights on the part of the *Contractor* and shall promptly be delivered to the City upon the City's request. The City shall return all of the *Contractor's* property to it. The *Contractor* acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The *Contractor* accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the *Contractor* consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

20. YEAR 2000 WARRANTY

20.01

The *Contractor* warrants that all goods or services provided pursuant to this *Contract* shall comply with the requirements of this Section 20. The City requires and the *Contractor* warrants that it is using software that has been designed to ensure compatibility with dates referring to the year 2000 and beyond, including, but not limited to, software that accurately recognizes and processes all date and century data, including leap year data, that accurately uses same-century and multi-century formulas and date values in its calculations, and that uses date data interface values that accurately reflect the century.

The *Contractor* warrants and the City requires that software shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data that represents or references different centuries or more than one century.

Software must be designed to be used prior to, during, and after the calendar year 2000 A.D., and software must operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data that represent or reference different centuries or more than one century.

Date data outside of the range 1990 to 1999 must be correctly processed in any level of computer hardware or software, including but not limited to microcode, firmware, application programs, files and databases.

21. WAIVER

21.01

The City shall not be deemed to have waived any of its rights under this *Contract* unless such waiver is in writing and signed by the City.

21.02

No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

21.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this *Contract* or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

22. LEVEL OF PERFORMANCE, DOCUMENTS & DISPUTE RESOLUTIONS

22.01 The *Contractor* warrants that its performance of the *Services* set forth herein shall be of the highest standard of care and skill executed by expert members of each respective trade.

22.02 Unforeseen Site Conditions

If the *Contractor* discovers one or both of the following physical conditions of the surface or subsurface at the Project Site, before disturbing the physical condition, the *Contractor* shall promptly notify the *City* of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Technical Specifications and/or Construction Drawings.
- (b) A previously unknown physical condition at the Project Site is of an unusual nature that differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for herein.

22.03 If the *City* receives a notice as described under 22.02, the *City* shall promptly investigate the physical condition.

22.04 If the *City* reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform under the *Contract*, the *City's* determination shall be made in writing and an equitable adjustment shall be made and the *Contract* modified in writing accordingly.

22.05 The *Contractor* cannot make a claim for additional costs or time because of a physical condition unless the *Contractor* has complied with the notice requirements of section 22.02.

22.06 The *Contractor* cannot make a claim for an adjustment under the *Contract* after the *Contractor* has received the final payment under the *Contract*.

22.07 In the event that there shall be any dispute between the parties with regard to the extent and character of the *Services* to be performed under this *Contract*, the reasonable interpretation and determination of the *City*, or such other representative as may be designated by the *City*, shall govern.

23. MISCELLANEOUS

- 23.01 If any provision of this *Contract* or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this *Contract* shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This *Contract* contains the entire agreement between the parties and all prior negotiations and agreements are merged into this *Contract*. Neither the *City* nor the *City's* agents have made any representations except those expressly set forth in this *Contract*, and no rights or remedies are, or shall be, acquired by the *Contractor* by implication or otherwise unless expressly set forth in this *Contract*. The *Contractor* waives any defense it may have to the validity of the execution of this *Contract*.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this *Contract* as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this *Contract* are for convenience only and shall not be used to construe or interpret the scope or intent of this *Contract* or in any way affect the same.
- 23.05 The rights and remedies set forth in this *Contract* are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This *Contract* and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The *Contractor* agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this *Contract*. The *Contractor* agrees that service of process at the address and in the manner specified in Section 18 shall be sufficient to put the *Contractor* on notice of such action and waives any and all claims relative to such notice. The *Contractor* also agrees that it shall not commence any action against the *City* because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this *Contract* in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan, the Michigan Court of Claims or the Michigan Supreme Court.
- 23.06 If any Associate of the *Contractor* shall take any action that, if done by a party, would constitute a breach of this *Contract*, the same shall be deemed a breach by the *Contractor*.
- 23.07 It is understood that this *Contract* is not an exclusive services *Contract*, that during the term of this *Contract* the *City* may *Contract* with other firms, and that the *Contractor* is free to render the same or similar services to other clients, provided the rendering of such services does not affect the *Contractor's* obligations to the *City* in any way.

- 23.08 Neither party shall be liable to the other in the event a force majeure renders performance of the *Contract* by either party impossible. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the *City's* reasonable determination shall be controlling.
- 23.09 For purpose of the hold harmless and indemnity provisions contained in this *Contract*, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.10 The *Contractor* covenants that it is not, and shall not become, in arrears to the *City* upon any *Contract*, debt, or other obligation to the *City*, including real property, personal property, and income taxes.
- 23.11 This *Contract* may be executed in any number of originals, any one of which shall be deemed an accurate representation of this *Contract*. Promptly after the execution of this *Contract*, the *City* shall provide a copy to the *Contractor*.
- 23.12 As used in this *Contract*, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.13 The rights and benefits under this *Contract* shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.14 The *City* shall have the right to recover by setoff from any payment owed to the *Contractor* delinquent withholding, income, corporate and property taxes owed by the *Contractor* and amounts owed to the *City* by the *Contractor* under this *Contract* or other *Contracts*.
- 23.15 The *Contractor* shall so schedule work operations as to provide time for such items within the stipulated time allowed and under conditions expected to be encountered.
- 23.16 *City's* Right to Suspend Work
- (a) The *City* shall have the right to require the *Contractor* to suspend the work in whole or in part, whenever, in the judgment of *City*, such suspension is required.
- (1) In the interest of the *City* generally;
- (2) Due to government controls or orders which make performance of the *Contract* temporarily impossible.
- (b) The written order of the *City* to the *Contractor* shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the *City's* written order, the *Contractor* shall suspend the work covered by the order. Work shall not begin again until ordered by *City* in writing.

- (c) Should the work be suspended by the *City*, the *Contractor* will be entitled to an extension of time for completion and additional compensation if it can be documented that the suspension of work did result in additional cost to the *Contractor*. If the suspension is a result of any actions by the *Contractor*, all costs will be the sole responsibility of the *Contractor*.
- (d) If the *City* does not give the *Contractor* a written order to resume the work within 60 calendar days from the date fixed in the written order to suspend work, the *Contractor* shall be entitled to receive any money retained by the *City* on all work completed by the *Contractor* on the portions ordered delayed.

23.17 No claim whatsoever shall be made by the *Contractor* against any officer, employee or agent of the *City* or on account of anything done or omitted to be done in connection with this *Contract*.

23.18 Inspections

During the progress of the *Services* and up to the date of final acceptance by the *City*, all materials, equipment and workmanship shall be subject to inspection by the *City* or its authorized representatives to assure that all conditions of the *Contract* are fulfilled in every respect. Such inspections will, however, not relieve the *Contractor* of its obligations and responsibilities to perform all *Services* in accordance with the *Contract*.

23.19 Payment Withheld

The *City* may withhold from any payment due to the *Contractor* such amount as determined necessary to protect the *City's* interest on account of:

- (a) Unsatisfactory progress of the work for which the *Contractor* is responsible.
- (b) Work deemed defective by the *City*.
- (c) *Contractor's* failure to carry out valid orders of instructions of the *City*.
- (d) Claims filed or reasonable evidence of probable filing of claims against *Contractor*.
- (e) Damages to public or private property.
- (f) A reasonable doubt that the *Contract* cannot be completed for the balance then unpaid.
- (g) Failure of the *Contractor* to make proper payments to Subcontractors and/or for labor and/or materials.
- (h) Failure of the *Contractor* to submit pertinent waivers of lien properly signed by Subcontractors.

23.20 Interpretation of Contract Documents

Should there be any doubt as to the true meaning of the *Contract* or should there be any ambiguity, inconsistency, or omission therein, the *Contractor* will require

an interpretation or correction in writing from the *City*. Such interpretation or correction given in writing will become a part of the *Contract*.

23.21 Working Area

During the course of the *Contract*, the *Contractor* shall be solely responsible for securing the working area, including all equipment and tools kept therein. Prior to completing the *Contract*, the *Contractor* shall restore the working area, as determined by the *City*, and any additional adjoining area which has been damaged by the operations of the *Contractor*, the *Contractor's* employees, Subcontractors and suppliers. The restoration shall include, but not be limited to, removal of surplus soil and/or the furnishing and placing of additional fill, if required; and regrading preparation of soil for seeding, if required; and fixing any interior wall, ceiling and/or floor dents/scratches.

23.22 Examination of Plans, Specifications and Site of the Work

- (a) The *Contractor* shall carefully examine the proposal forms, plans and specifications and shall inspect the site of the proposed work, by examination, as to all local conditions affecting the *Contract* and as to the detailed construction requirements. The submission of a bid for this project shall be considered prima facie evidence that the *Contractor* has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, supplemental specifications, special provisions and *Contract*.
- (b) The *Contractor* shall be acquainted with all existing structures, underground facilities and any other conditions affecting the performance of the work and shall take those matters into account in the submission of their bid, and with respect to actual performance of the work.
- (c) Where data regarding existing conditions is provided or mentioned herein, such data is provided for the convenience of the *Contractor* and not as a guarantee of conditions. The *Contractor* shall become aware as to the sufficiency and correctness of such data, and shall make all investigations necessary so that their bid has been based upon their own knowledge and estimation of all conditions to be met.
- (d) The *Contractor* shall also become familiarized with the requirements of all federal, state and local laws which may directly or indirectly affect the execution of the work and the furnishings of the necessary labor and materials.
- (e) The *Contractor* shall make their own determination as to the conditions of the work and shall assume all risk and responsibility with respect thereto and shall complete the work in whatever manner and under whatever conditions they may encounter or create, without extra cost to the *City*.

- (f) No allowance or extra consideration on behalf of the *Contractor* will subsequently be allowed by reasons of error or oversight on the part of the *Contractor* or by other activities of the *Contractor*.
- (g) Submission of *Contractor's* bid is deemed to verify that the *Contractor* is conversant with all site conditions under which the work must be conducted.
- (h) Where language in Exhibit F is inconsistent with language in Sections 1 through 23 of the *Contract*, the language as contained in Sections 1 through 23 of the *Contract* shall govern unless otherwise interpreted and clarified by the *City* in writing. Such written interpretations or clarifications by the *City* shall become part of the *Contract*.

23.23

Permits

The *Contractor* shall obtain and pay for all costs for any and all required permits by the Building and Safety Engineering Department or the *City*. Further, the *Contractor* shall obtain and pay for all other permits required for all items of work required by this *Contract*.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10th day of July 2014, by Alicia C. Minter, the Recreation Department Director of the City of Detroit, Michigan, a municipal corporation.

Jescelia Anderson
Notary Public, Wayne County, MI

My commission expires: 3-3-2019

JESCELIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne

EXHIBIT A
SCOPE OF SERVICES

The *Contractor* shall provide and carry out in a satisfactory and proper manner, as determined by the Detroit Recreation Department (DRD), the following construction services at Eastern Market Shed No. 5. The conduct of the construction services set forth herein and preparation of the work as described below shall be at the discretion of the DRD and is subject to the approval of the DRD.

I. NOTICE TO PROCEED

The *Contractor* will commence performance of this *Contract* upon receipt of a written Notice to Proceed from the *City*.

II. SERVICES TO BE PERFORMED

A. Scope of Work

The project consists of renovations and additions to Eastern Market Shed No. 5 as outlined herein and more specifically defined in Exhibit F – Technical Specifications and on the Construction Drawings as prepared by the EMC's Architect, dated November 03, 2011 which are made a part hereof by reference. The *Contractor* shall be responsible for all aspects of this project as it relates to Bid Package 8a - Structural Steel & Misc. Iron. The *Contractor* shall provide all necessary materials, labor, equipment and disposal costs, permits and inspection costs, supervision and any other required general conditions work or items to perform the following work which includes, but is not limited to:

- General Notes: C103, 1-22; L100, A-P; A101-A102, A-K; A151, A-B; A201-202.A A-E; A221-A301.A, A-E
- Bid Package 8a - Structural Steel & Misc. Iron
 - Site Furnishings Construction Notes: L201-L201A, 4, 7
 - Construction Notes: A101-A102, 3, 8, 14, 16, 17, 20-26; A103, 2, 7-9; A151, 1, 4-6; A201-A202.A, 8, 9, 11, 20, 21, 32, 36; A221-A301.A, 8, 9, 11, 16, 32, 34, 38, 40-43.
 - Structural Drawings Complete
- Addendums 1-3

III. SCHEDULE & LIQUIDATED DAMAGES

Upon receipt of a written Letter of Intent, the *Contractor* shall furnish all required bonds and insurance required by the *Contract*. The *Contractor* shall commence active work as described upon receipt of a written Notice to Proceed, which will be issued following Detroit City Council approval of the executed *Contract*. All work as specified in the *Contract* shall be completed by November 30, 2014, except for minor replacement, correction or adjustment items that do not interfere with the complete operation and utilization of Eastern Market Shed No. 5.

Prior to commencement of work, the *Contractor* shall furnish a schedule detailing times for completion of all work items specified herein. This schedule should be illustrated in days commencing after the issuance of a Notice to Proceed. Three hundred dollars (\$300.00) per day will be assessed against the *Contract* by the DRD as liquidated damages for each day of additional construction work after the November 30, 2014 project completion date.

IV. CLARIFICATIONS

The *Contractor* shall report to and receive direction from the City of Detroit Recreation Department (DRD) on all aspects of this project.

V. INCIDENTAL WORK:

The *Contractor* shall include and attend all meetings and conferences deemed necessary by the *City* for the purpose of conducting the services described in this *Contract*.

VI. WORK PRODUCT

- A. The *Work Product* for each task will be provided in the following formats:
1. Narrative / Text will be compatible with **Microsoft Word 2007**
 2. CAD drawings and maps will be accepted in **AutoCAD Release 2005**
 3. Spreadsheets will be compatible with **Microsoft Excel 2007**

VII. DELIVERY OF DOCUMENTS:

The *City* and the *Contractor* agree that any bid documents/plans and specifications prepared by the *Contractor* shall conform to the specifications listed in Section VI, Work Product. The *Contractor* shall make corrections to any defects at no additional cost to the *City* or until this *Contract* is terminated.

The *City* acknowledges the *Contractor's* plans and specifications, including all documents on printed or electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this *Contract* shall become the property of the *City*.

End of Exhibit A

EXHIBIT B
FEE SCHEDULE

I. General

- (A) The *Contractor* shall be paid for those *Services* performed pursuant to the *Contract* a maximum amount not to exceed **One Hundred Ninety Five Thousand Three Hundred Thirty and 98/100 Dollars** (\$195,330.98) for the complete and proper performance of the services named herein.

Based on the scope of *Services* defined in Exhibits A and F, and in the Construction Drawings, compensation for this *Contract* will be based on the following allowances:

Total Fee Summary

Mobilization.....	\$5,000.00
Bonds and Insurance.....	\$2,500.00
Close-Out.....	\$1,000.00
Alternate#3.....	\$50,550.00
Alternate#5.....	\$35,300.00
Alternate#6.....	\$45,200.00
Alternate#9.....	\$28,342.00
Alternate#10.....	\$27,000.00
<u>Additional Service Allowance.....</u>	<u>\$438.98</u>

TOTAL CONTRACT AMOUNT\$195,330.98

- (B) Payment for the proper performance of the *Services* shall be commensurate with the scheduled progress of the work as evidenced by the timely receipt of the reports referred to in Section 6.09 and shall be contingent upon receipt by the *City* of the reports and an AIA Certificate of Payment. The monthly AIA Certificate of Payment from the *Contractor* shall certify the total costs of the *Services* incurred on account of the work for the previous month plus the earned share of the *Contractor's* fee as provided in *Exhibit B* and Section 7 – Compensation, less all previous payments rendered to the Project to date, if any, and the cost of all *Services* for that billing period; and itemizing when applicable:

- (1) Each expenditure and/or charges;
- (2) The *Services* rendered pursuant thereto; and
- (3) The date such *Services* were rendered; provided, however, if the AIA Certificate of Payment also requests reimbursement or payment for *Reimbursable Expenses*, the appropriate receipts shall be attached. The AIA Certificate of Payments must be received by the *City* not more than ten (10) days after the close of each calendar month and signed by an authorized officer designated by the *Contractor*. Invoices

will be paid upon completion of processing and pursuant to the terms and conditions of the *City's* "Prompt Payment Ordinance". This Exhibit B is limited to the provisions of Section 7 with regard to the maximum amounts payable for performance hereunder. Prior to the submission of the subsequent AIA Certificate of Payment, the *Contractor* shall furnish to the *City* a sworn statement of accounting for the disbursement of funds received under prior applications and waivers from any and all Subcontractors.

- (i) Each monthly statement shall be for an amount equal to the cost of the work completed and materials delivered, less all previous payments and less a retainage of 10% for that portion of the work performed by Subcontractors; no further retainage shall be withheld on subsequent payments after their work is 50% complete if the *City* approves, and the balance shall be paid when their work is 100% complete and accepted by the *City*. No retention shall be held on the payment due *Contractor's* General Conditions Expenses or *Contractor's* Fee.
- (ii) AIA Certificate of Payments and Reports shall be directed to the attention of the individual of the Recreation Department specified in the Section 18 – Notices provision herein. Checks in payment for *Services* rendered hereunder shall be drawn to the order of the *Contractor* at the address stated in the Section 18 – Notices provision.

The making of payments, including partial payments by the *City* to the *Contractor* in the manner aforesaid, shall vest the *City* title to, and the right to take possession of all *Work Products* produced by the *Contractor* up to the time of such payments, and the *City* shall have the right to use the same for public purposes without further compensation to the *Contractor* or to any other person.

- (iii) The *Contractor* shall promptly pay all the amounts due the Subcontractors or other persons with whom he has a *Contract* with upon receipt of any payment from the *City*, the application for which includes amounts due such Subcontractors or other persons. Before issuance of final payment, the *Contractor* shall submit satisfactory evidence that all payrolls, materials billings and other indebtedness connected with the Project have been paid or otherwise satisfied.
- (iv) Final payment constituting the unpaid balance of the cost of the Project and the *Contractor's* fee shall be due and payable when the Project is delivered to the *City*. At the time of substantial completion, if there should remain minor items to be completed, the *Contractor* shall list such items and the *Contractor* shall deliver, in writing, his unconditional promise to complete said items within a reasonable time thereafter. The *City* may retain a sum equal to the estimated cost of completing any unfinished items, provided that said

unfinished items are listed separately and the estimated cost of completing any unfinished items likewise is listed separately.

- (v) Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the *Services*. If approved in advance by the *City*, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the *Contractor* with procedures satisfactory to the *City* to establish the *City's* title to such materials and equipment or otherwise protect the *City's* interest, and shall include from the *Contractor* applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

(C) Schedule of Values

- (1) The *Contractor* shall submit a Schedule of Values within ten (10) days after receipt of a written Letter of Intent. The Schedule or Values shall outline supporting data to substantiate the values of the work performed under this *Contract*. The Schedule of Values, as reviewed by the *City*, will be used for the basis of applications for payment, but not as a basis for determining the cost of changes.
- (2) The *Contractor* shall identify each line with the respective specification section number, with heading and article numbers where applicable.
- (3) Tabulate all categories of work performed directly by the *Contractor*, including headings corresponding to the conditions of the *Contract* and the General Requirements, and all categories of work performed by subcontractors, vendors and major suppliers of materials. List each name and category or work, together with the net amount.
- (4) Major Subcontractors shall furnish further tabulations of their subcontracts, prepared in a similar manner, and in such detail as directed by the *City*.
- (5) List the installed value of the components in sufficient detail to form a basis for computing the values for progress payments during construction. The sum of all values listed shall equal the total *Contract* sum.

For stored materials on which progress payments will be requested, show the cost of the materials, delivered and unloaded, with taxes paid, compared to the total installed value. Include unit costs and quantities.

(D) Changes in the Work

For changes in the Scope of Work authorized by the *City* and not covered by unit prices, involving additions to or deductions of materials from the Work Item Expenses, the *Contractor* agrees to charge or credit such authorized Work at net cost plus the following percentages of net cost, as defined in the Conditions of the *Contract*.

Contractor's fee for Work with own forces.....15 percent
Contractor's handling fee for Subcontractor's Work.....5 percent

End of Exhibit B

DETROIT LIVING WAGE ORDINANCE

SEC. 18-5-81. PURPOSE.

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that Contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

SEC. 18-5-82. APPLICABILITY.

- (a) This ordinance applies to any individual, proprietorship, partnership, corporation, trust, association or other entity which is a Contractor or a grantee, defined as follows:
 - (i) A Contractor is a party to a Contract with the City of Detroit primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property), where the total expenditure for such Contract exceeds \$50,000.00, including any subcontractor of such Contractor;
 - (ii) A grantee is the recipient of any financial assistance from the City in excess of \$50,000.00, including any federal grant program administered by the city, revenue bond financing, planning assistance, tax increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any Contractors, subcontractors or leaseholders at the subsidized sites.
- (b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a Contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the Contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.

SEC. 18-5-83. MINIMUM REQUIREMENTS.

- (a) Each Contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.
- (b) A living wage means an hourly wage rate which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
 - (i) One hundred and twenty five percent (125%) of the federal poverty level; or
 - (ii) One hundred percent (100%) of the federal poverty level, if health benefits are provided to the employee. Health benefits, for

purposes of this ordinance, mean fully paid, comprehensive family medical coverage.

- (c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.
- (d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any change in the amount of the living wage, and shall inform each Contractor and grantee of such changes in writing, prior to such adjustment becoming effective.
- (e) To the greatest extent feasible, a covered Contractor or grantee shall attempt to fill all new positions created as a result of a Contract or financial assistance with employees who are residents of the City of Detroit. The foregoing shall not be interpreted as [a] residency requirement; nor shall it cause any Contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that Contractor or grantee.

SEC. 18-5-84. ENFORCEMENT AND PENALTIES.

- (a) Each City Contract or grant or financial assistance shall require compliance with this ordinance. Each such Contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the Contract or grant.
- (b) Every Contractor or grantee shall post in a conspicuous place on any job site subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify Contractors and grantees of the minimum living wage rate, and any adjustments thereto, within a reasonable period before they become effective.
- (c) A Contractor or grantee who violates the living wage requirement shall pay to each employee affected the amount of the deficiency, for each day the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments, grants, or financial assistance to the employer such amounts as are necessary to effectuate the payments provided in this paragraph.
- (d) A Contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any Contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-82(b)]¹, for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday, or date of payment, regardless of the number of employees affected by each incident.

¹ Editor's Note: See Section 18-5-82(a)(ii).

- (e) A person affected by a violation of this ordinance may file a complaint with the [sic] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be constructed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

SEC. 18-5-85. SEVERABILITY.

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SEC. 18-5-86. EFFECTIVE DATE.

This ordinance shall apply to any Contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a Contract for a period beyond its original term shall be considered entering into a Contract for purposes of this paragraph.

**NOTICE OF DETROIT LIVING WAGE RATES
ADJUSTMENT EFFECTIVE JUNE 1, 2008**

In accordance with Ordinance No. 45-98, being Sections 18-5-81 through 18-5-86 of the 1984 Detroit City Code, titled Detroit Living Wage Ordinance' (Ordinance), the Purchasing Division of the City Finance Department has determined that the following adjustments to the living wage rates are necessary to reflect changes in the federal poverty level:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$10.60** per hour (100% of the federal poverty level income guideline for a family of four); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$13.25** per hour (125% of the federal poverty level income guideline for a family of four).

These rates are based upon the 2008 federal poverty level income guideline of \$21,200.00 for a family of four in the contiguous 48 states and the District of Columbia, as published in the Federal Register: January 23, 2008. In order to provide the notice to employers required pursuant to Section 18-5-83 (d) of the Ordinance, these rates shall become effective **June 1, 2008**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services.

The Ordinance applies to employers who are contractors' or grantees' as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is **December 16, 1998**. A copy of the ordinance may be obtained from:

Ms. Olline McElroy,
Municipal Code and Ordinance Clerk
City Clerk's Office
2000 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224-2083

End of Exhibit C

EXHIBIT F

TECHNICAL SPECIFICATIONS

Refer to Original RFP documents

IN WITNESS WHEREOF, the *City* and the *Contractor*, by and through their authorized officers and representatives, have executed this *Contract* as of the date first above written.

WITNESSES:

1. 

Print: Diana Z. Grabowski

2. 

Print: Donald Ream

CONTRACTOR:

NELSON IRON WORKS

BY: 

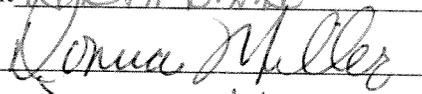
Print: John Krull

ITS: Vice President

WITNESSES:

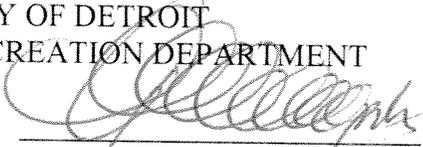
1. 

Print: Alicia C. Minter

2. 

Print: Donna Miller

CITY OF DETROIT
RECREATION DEPARTMENT

BY: 

Print: Alicia C. Minter

ITS: Director

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON

OCT 21 2014

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

 10/21/14
PURCHASING DIRECTOR date

 9/30/14
CORPORATION COUNSEL date

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

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 25th day of June 2014, by John Knell, the Vice President of Nelson Iron Works, on behalf of the Corporation.



Notary Public, Wayne County, MI

My commission expires: 5-22-2019

EXHIBIT C

DETROIT LIVING WAGE ORDINANCE CONTRACTOR CERTIFICATION

By signature in the space provided below, the *Contractor* acknowledges receipt of a copy of the Detroit Living Wage Ordinance (“Ordinance”), which copy is attached and affirms that it will comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance will entitle the *City* to terminate the *Contract*.

Willful violation of the Ordinance will result in a penalty paid to the *City* in the amount of \$50.00 per violation for each day the violation continues. The *City* may withhold from payments to the *Contractor* the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any Contracts with the *City* for a period of ten (10) years from the last violation.

 6/25/14
Signature of Contractor Date

EXHIBIT D

**EXECUTIVE ORDER NO. 2007-1
UTILIZATION OF DETROIT RESIDENTS ON PUBLICALLY
FUNDED CONSTRUCTION PROJECTS**

By signature in the space provided below, the *Contractor* acknowledges receipt of a copy of Executive Order No. 2007-1 (“Order”), which copy is attached and affirms that it will comply with this Order in all respects.

Willful or repeated violation of this Order shall entitle the *City* to terminate the *Contract*.

6/25/14
Signature of Contractor Date

EXHIBIT E

ACKNOWLEDGEMENT OF THE EMC'S CONSTRUCTION MANAGER AND ARCHITECT

By signature in the space provided below, the *Contractor* acknowledges that the EMC's Construction Manager and Architect may be on the project site to give daily direction and guidance to the *Contractor* throughout the course of the project. It will be the responsibility of the EMC's Construction Manager to coordinate work between the various trades on the project site. Therefore, it may be necessary for the *Contractor* to take direction from the EMC's Construction Manager in scheduling of the *Contractor's* work at the project site. In the event that issues arise that may affect the *Contractor's* obligations to the *City* under this *Contract*, the *Contractor* shall notify the *City* in writing immediately. The *Contractor* shall take direction regarding these matters from the *City* only.


Signature of Contractor

6/25/14
Date

**LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, _____, a Manager or Member of Nelson Iron Works, LLC, a limited liability company (the "Company") **DO HEREBY CERTIFY** that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to conditions, obligations, stipulations and undertakings contained in this *Contract* between the *City* and the Company:

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said *Contract*.

IN WITNESS THEREOF, I have set my hand this ___ day of _____, 2014.

CORPORATE SEAL
(if any)

Manager or Member

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10th day of July 2014, by Alicia C. Minter, the Recreation Department Director of the City of Detroit, Michigan, a municipal corporation.

Jesceia Anderson
Notary Public, Wayne County, MI

My commission expires: 3-3-2019

JESCEIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
06/12/2014

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 InPro Insurance Group, Inc. 2095 E. Big Beaver, Ste 100 Troy, MI 48063 David W. Goodman	CONTACT NAME:		
	PHONE (A/C, N o, Ext): 248-526-3260	FAX (A/C, N o): 248-526-3261	
E-MAIL ADDRESS: certificates@inproagent.com			
INSURED Nelson Iron Works Inc 6350 Benham Detroit, MI 48211	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hanover Insurance Company		22292
	INSURER B: Massachusetts Bay Insurance Co		22306
	INSURER C: Midwest Employers Casualty		23612
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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	X	Z7B899117004	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ADB899117404	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		U7B899263305	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC005394	01/01/2014	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Eastern Market Shed #5 Renovations
Contract #CPO2894525, SPO2894526 June 2014
Additional insured as required by written contract: City of Detroit and the EMC on a primary and non-contributory basis.

CERTIFICATE HOLDER

DETR122

City of Detroit
Detroit Recreation Dept.
Nancy A Capers, Mgt II Dir.
18100 Meyers Rd. Upper Level
Detroit, MI 48235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

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

Nature of Contract Eastern Market Spad #5 - Structural Steel
Contract Amount \$ 195,330.98

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Nelson Iron Works, Inc

Business Address 6350 Benham Detroit MI 48211

Ward/Item # 15 1044-53

F.I.D. NO. 38-1789586

City Personal Property I.D. # 15990234 00

Owner(s) Name DIANE E Grabowski

Owner(s) SS# JENN KNILL

Owner(s) SS# 379-58-6275

Owner(s) SS# 381-46-9296

Contact Person DIANE E Grabowski

Phone Number 313-925-5355

Fax Number 313-925-7544

Owner(s) Home Address _____ Lease Own

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

Real Property Special Assessment Personal Property Other Receivable

Denied Denied Denied Denied

Approved Approved Approved Approved

Comments: _____

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

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

[Signature]
Signature (City of Detroit)

JUN 26 2014
Date

JUL 31 2014
Expiration Date

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Nelson Iron Works, Inc
2. Address of Contractor: 6350 Benham
Detroit MI 48211
3. Name of Predecessor Entities (if any): None
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 1968 (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.

John Knuth (Printed Name) Vice President (Title)
[Signature] (Signature) 6-25-14 (Date)

Subscribed and sworn to before me
this 25th day of June 2014.

[Signature]
Notary Public, Macomb County, Michigan
My Commission expires: 5-22-2019

COVENANT OF EQUAL OPPORTUNITY

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

I, being duly authorized representative of the Nelson Iron Works, (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) Contract *CP02894525 SPO 2894526

Duration of Covenant _____

Printed Name of Contractor/Organization Nelson Iron Works, Inc
(Type or Print Legibly)

Contractor Address: 6350 Benham, Detroit MI, 48211
(City) (State) (Zip)

Contractor Phone/E-mail 313-925-5355 / diane.nelson@ironworks.com

Printed Name & Title of Authorized Representative DIANE E. Grabowski

Signature of Authorized Representative [Signature]
Date 6-25-2014

Signature of Notary: [Signature]

Printed Name of Seal of Notary: DIANE E. Grabowski

My Commission Expires: 5 / 22 / 2019

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

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

APPLICATION FOR EMPLOYMENT

We are an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis including race, color, age, sex, religion, disability, or national origin.

APPLICANT INFORMATION												
Last Name			First			M.I.		Date				
Street Address						Apartment/Unit #						
City				State				ZIP				
Phone (s)				E-mail Address								
Date Available			Last four digits of SSN		XXX - XX-			Desired Salary		\$		
Position Applied for												
Are you a citizen of the United States?			YES <input type="checkbox"/>		NO <input type="checkbox"/>		If no, are you authorized to work in the U.S.?			YES <input type="checkbox"/> NO <input type="checkbox"/>		
Have you ever worked for this company?			YES <input type="checkbox"/>		NO <input type="checkbox"/>		If so, when?					
Are you employed now?			YES <input type="checkbox"/>		NO <input type="checkbox"/>		If so, may we contact your employer?			YES <input type="checkbox"/> NO <input type="checkbox"/>		
Type of Employment Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Summer <input type="checkbox"/> Temporary <input type="checkbox"/>												
EDUCATION AND OFFICE SKILLS												
High School			Address									
From		To		Did you graduate?		YES <input type="checkbox"/>		NO <input type="checkbox"/>				
College or Trade School			Address									
From		To		Did you graduate?		YES <input type="checkbox"/>		NO <input type="checkbox"/>		Degree		
Years of Typing Experience			Words Per Minute		Other Office Equipment Used			Printer <input type="checkbox"/> Copier <input type="checkbox"/> Fax <input type="checkbox"/> Scanner <input type="checkbox"/> Calculator <input type="checkbox"/>				
Computer Software and Hardware Experience												
EMPLOYMENT HISTORY (LIST PRESENT OR MOST RECENT POSITIONS FIRST)												
Company					Phone							
Address					Name and Position of Supervisor							
Job Title					Starting Salary		\$		Ending Salary		\$	
Responsibilities												
From		To		Reason for Leaving								
May we contact your previous supervisor for a reference?					YES <input type="checkbox"/>		NO <input type="checkbox"/>					

EMPLOYMENT HISTORY (CONTINUED)

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Company		Phone	
Address		Name and Position of Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

MILITARY SERVICE

Branch	From	To
Rank at Discharge	Type of Discharge	
If other than honorable, explain		

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature	Date
-----------	------

PERFORMANCE BOND

Bond No.: 2186120

CONTRACTOR:

(Name, legal status and address)
Nelson Iron Works, Inc.
6350 Benham
Detroit, MI 48211

SURETY:

(Name, legal status and principal place of business)
North American Specialty Insurance Company,
650 Elm Street
Manchester, NH 03101

OWNER:

(Name, legal status and address)
Detroit Recreation Department
18100 Meyers Road
Detroit, MI 48235

CONSTRUCTION CONTRACT

Date:

Amount: \$ One Hundred Ninety-five Thousand Three Hundred Thirty And 98/100THS

\$195,330.98

Description: Eastern Market Shed No. 5 Renovations BP 8a Structural Steel & Misc. Iron Contract No. CPO 2894525 SPO 2894526
(Name and location)

BOND

Date: 6/26/2014

(Not earlier than Construction Contract Date)

Amount: \$ One Hundred Ninety-five Thousand Three Hundred Thirty And 98/100THS

\$195,330.98

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Nelson Iron Works, Inc.

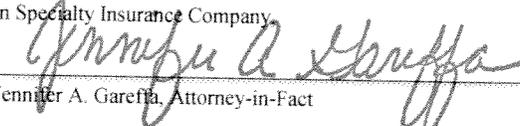
Signature: 

Name and Title: DIANE E. GRABOWSKI
President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
North American Specialty Insurance Company

Signature: 

Name and Title: Jennifer A. Gareffa, Attorney-in-Fact

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Valenti Trobec Chandler Inc.
1175 W. Long Lake Road, Ste. 200
Troy, MI 48098
248-828-3377

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any

conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and

Title:

Address:

Address:

PAYMENT BOND

Bond No.:

2186120

CONTRACTOR:

(Name, legal status and address)

Nelson Iron Works, Inc.
6350 Benham
Detroit, MI 48211

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company,
650 Elm Street
Manchester, NH 03101

OWNER:

(Name, legal status and address)

Detroit Recreation Department
18100 Meyers Road
Detroit, MI 48235

CONSTRUCTION CONTRACT

Date:

Amount: \$ One Hundred Ninety-five Thousand Three Hundred Thirty And 98/100THS

\$195,330.98

Description: Eastern Market Shed No. 5 Renovations BP 8a Structural Steel & Misc. Iron Contract No. CPO 2894525 SPO 2894526

(Name and location)

BOND

Date: 6/26/2014

(Not earlier than Construction Contract Date)

One Hundred Ninety-five Thousand Three Hundred Thirty And 98/100THS

\$195,330.98

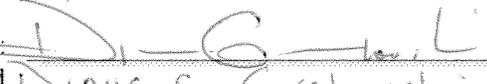
Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Nelson Iron Works, Inc.

Signature: 

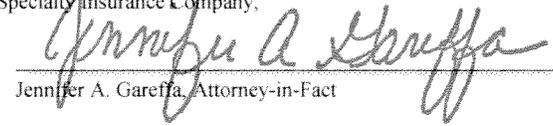
Name and Title: DIANE E. Grabowski
President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

North American Specialty Insurance Company,

Signature: 

Name and Title: Jennifer A. Gareffa, Attorney-in-Fact

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Valenti Trobec Chandler Inc.
1175 W. Long Lake Road Ste 200
Troy, MI 48098
248-828-3377

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This Payment Bond is given in compliance with and is subject to all of the provisions of Michigan Public Acts No. 213 of the Public Acts of 1963 as amended. All time limitations, notice requirements, and definitions and other terms of the Act are applicable here and in executing this Bond. Principal and its surety do not waive any such provisions.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Title: _____

Address: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, JENNIFER A. GAREFFA,

IAN J. DONALD, JEFFREY A. CHANDLER and ALAN P. CHANDLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



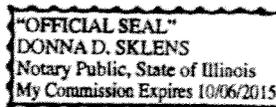
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of March, 2013.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of March, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of June, 2014.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company