

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

APPROVED
NOV 07 2014

CONTRACT PO NUMBER
STANDARD PO NUMBER
CHANGE ORDER #

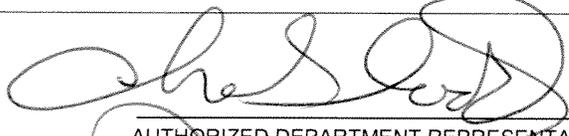
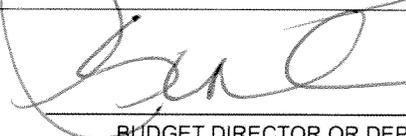
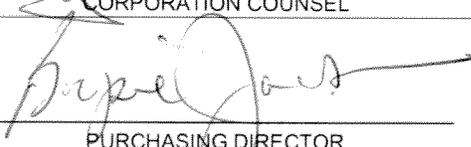
2898418

REVISION

Insurance Requirement

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

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT INFORMATION TECHNOLOGY SERVICES DEPARTMENT
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON JANICE A. EVANS	PHONE NO. 313-224-2908
CONTRACTOR'S NAME: CW, PROFESSIONALS, LLC		DATE PREPARED 10-09-2014	
CONTRACTOR'S ADDRESS: ONE CAMPUS MARTIUS, DETROIT, MICHIGAN 48226		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$2,000,000.00 TOTAL CPO AMOUNT \$2,000,000.00 CHANGE AMOUNT \$	
PHONE NO. 313-227-1868		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 46-4553320		MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: TO PROVIDE COMPUTER PROGRAMMING, CODING AND ANALYSIS.			
CHARGE ACCOUNT: 1000 - 310150 - 00134 - 617400 - 00024 - 000000 - A5020 = \$440,804/yr			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	<p>REQUESTING DEPARTMENT</p> <p></p> <p>AUTHORIZED DEPARTMENT REPRESENTATIVE</p>	
OCT 15 2014	<p>BUDGET</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p></p> <p>BUDGET DIRECTOR OR DEPUTY</p>	OCT 17 2014
	<p>GRANT MANAGEMENT SECTION</p> <p><input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p>GRANT ACCOUNTANT</p>	
OCT 20 2014	<p>FINANCE DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p></p> <p>FINANCE DIRECTOR OR DEPUTY</p>	10/20/14
	<p>LAW DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p>CORPORATION COUNSEL</p>	10/22/14
	<p>PURCHASING DIVISION</p> <p></p> <p>PURCHASING DIRECTOR</p>	11/10/14
<p>CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____</p>		

RECEIVED
OCT 21 2014
CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
14 OCT 22 PM 4: 25

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: November 6, 2014

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

There were no contracts approved on October 28, 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 November 5, 2014 and APPROVED.

Reported by the Budget, Finance and Audit Committee:

2657451,Chg.6 Belleful, Szur & Assoc. + \$850,225 to \$3,455,875 FINANCE
Submitted in the List and Referred October 28, 2014.

Reported by the Internal Operations Committee:

2898418 CW Professionals \$2,000,000 INFORM.TECH.SERVICES
Submitted in the List and Referred October 28, 2014.

86888,Chg.1 Jada Cash-Wilson (Cushingberry) + \$28,026 to \$33,246 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

86892,Chg.1 Paris Powell (Cushingberry) + \$16,302 to \$20,262 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

86977 Derrick Hall, II (Cushingberry) \$1,760 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

86999 George Etheridge (Legislative Policy) \$39,697.69 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

87000 Rachel Orange (Cushingberry) \$17,200 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

87001 Cleo Teresa Wiley (Cushingberry) \$19,264 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

87002 Tynesha McKinnie (Cushingberry) \$7,700 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with **WAIVER**.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of November 5, 2014

Page 2

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and **APPROVED.***

Reported by the Internal Operations Committee: *continued*

87004	David Cavanagh (Cushingberry)	\$7,700	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87005	Gabrielle Clement (Cushingberry)	\$7,700	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87006	Arthur J. Divers, Sr. (Cushingberry)	\$59,500	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87007	Richard Clement (Cushingberry)	\$52,500	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87008	Eddie Gaylor, Sr.(Cushingberry)	\$3,784	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87009	Betty Smith-Simmons (Cushingberry)	\$8,084	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			
87010	Dennis Black (Cushingberry)	\$7,700	CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with <i>WAIVER.</i>			

Reported by the Neighborhood and Community Services Committee:

2897864	W-3 Construction Co. (Adams-Butzel)	\$655,500	RECREATION
Submitted in the List and Referred Oct. 28, 2014.			
86310	Antoine Flowers (Coca-Cola Troops)	\$24,300	RECREATION
Submitted in the List and Referred Oct. 28, 2014.			
86311	Phillip Talbert (Coca-Cola Troops)	\$28,800	RECREATION
Submitted in the List and Referred Oct. 28, 2014.			

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Purchasing Division
 Contracts and Purchase Orders Received, Considered at Regular Session
 of November 5, 2014

Page 3

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and **APPROVED.***

Reported by the Public Health and Safety Committee:

2899027-MiDeal	Detroit Salt Co. Submitted in the List and Referred Oct. 21, 2014.	\$37,608	TRANSPORTATION
86953	Walter Lee Brown (Rape Crisis Center) Submitted in the List and Referred Oct. 21, 2014.	\$40,040	POLICE
86954	Frank Miles (Rape Crisis Center) Submitted in the List and Referred Oct. 21, 2014.	\$40,040	POLICE
86956	Keith Dawson (Auto Theft and Vehicle ID) Submitted in the List and Referred Oct. 21, 2014.	\$46,072	POLICE
86957	David Jakeway (Auto Theft and Vehicle ID) Submitted in the List and Referred Oct. 21, 2014.	\$46,072	POLICE
86958	Diane Benners (Auto Theft) Submitted in the List and Referred Oct. 21, 2014.	\$39,270	POLICE
86959	Lavern Mack (Auto Theft) Submitted in the List and Referred Oct. 21, 2014.	\$39,270	POLICE
2897406	Cummins Bridgeway Submitted in the List and Referred October 28, 2014; Approved with <i>WAIVER.</i>	\$6,000,000	TRANSPORTATION
2897408	WW Williams Midwest Submitted in the List and Referred October 28, 2014; Approved with <i>WAIVER.</i>	\$3,500,000	TRANSPORTATION
2899613	New Flyer (19 Coaches) Submitted in the List for Nov. 5, 2014; Moved to New Business; Approved with <i>WAIVER.</i>	\$10,600,000	TRANSPORTATION
2899966	AKT Peerless (Pub.Sch. Environ. Site Assess.) Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business. Approved with Change to funding source as Quality of Life Funds.	\$450,000	PLAN.& DEVELOPMT.
2899967	Environmental Consulting & Technology (DPS Env. Site Assess.) Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business. Approved with Change to funding source as Quality of Life Funds.	\$450,000	PLAN&DEV.

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and **APPROVED.***

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

2899968 Professional Services Industries (DPS Env. Site Assess.) \$450,000 PLAN.& DEVELOP.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

2899969 NTH Consultants (DPS Env. Site Assess.) \$575,000 PLAN.& DEVELOPMT.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

*The following contracts were **REFERRED** on November 5, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

2857485,Purch.Incr. Wolverine Solution Group FINANCE

Referred to Internal Operations Committee

87011	Michael A. Hall (LaborRelat.Direct)	MAYOR'S OFFICE
86998	Leslie Howard Ellison (Bus Shlt.Maint.)	GENERAL SERVICES
87019	Kevin McFadden (IT Manager)	LAW
87020	Douglas M. Baker (Attorney)	LAW
2898660	Pinnacle Actuarial Resources	LAW

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Referred to Planning and Economic Development Committee

No Contracts Referred

*The following contracts were **REFERRED** on November 5, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

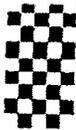
Referred to Public Health and Safety Committee

2899138	QOE Consulting	AIRPORT
2897462	Life Support Training Institute	FIRE
2827322, Renew	CMP Distributors	POLICE
2874673, Renew	Enterprise Uniform	POLICE

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

Held in the Public Health and Safety Committee

86966 Robert B Dunne, MD (EMS Med. Director) \$97,200 / 1 year FIRE
Submitted in the List and Referred Oct. 21, 2014; Referred back to Committee on Nov. 5, 2014;
Questions raised about Employee morale.



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 PROFESSIONAL SERVICES
Contract Amount 0857149 - \$11,700.00
282,1501 - \$6,000.00

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

Business Name CW PROFESSIONAL SERVICES, LLC

Business Address 1 CAMPUS MARTIUS, DETROIT MI 48226

Ward/Item # WARD 1 / 982076.11

F.I.D. NO. 46-4553320

City Personal Property I.D. # 01992076.10 0199076.11

Owner(s) Name _____

Owner(s) SS# _____

Contact Person JEFF SAUSCRAITE

Phone Number 313 227 9027

Fax Number 313 227 9097

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: _____

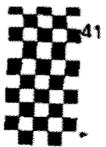
**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

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

Signature (City of Detroit)

Date

Expiration Date



FEB. 27. 2014 9:49AM COMPUWARE CORP. 313-227-9896

NO. 6497 F. 1

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____ CONTACT: _____ PHONE: _____

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 CW Professional Services
 Address 1 Campus Martius
 City Detroit
 State MI Zip Code 48226
 Telephone 313 227 8487 Fax # 313 227 9897

B. Name of Chief Financial Officer/Authorized Contact Person
 (include address if different from above)
Jeff Sanscrainte
 Telephone # 313 227 9827
 Fax # 313 227 9897
 Employer Identification or Social Security Number
46-4553326
 Spouse Social Security Number _____

Nature of Contract: Professional Services BID/CONTRACT AMOUNT (if known):
 Labor: \$ _____ Material: \$ _____
 Contract # (if known) 2857149/2821501

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

Check One: Individual Corporation Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (if yes, include spouse SSN above) No Yes
- 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 DSB-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 LAMONT FISHER Date MAR 11 2014 Expires MAR 11 2015
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

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

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

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

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

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

RFQ/PO No. _____

Printed Name of Contractor: CW Professional Services LLC
(Type or Print Legibly)

Contractor Address: Detroit, MI, 48226
(City) (State) (Zip)

Contractor Phone/E-mail: 313-227-7300, 313-227-9897
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: [Signature]
Date: 2/12/14

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

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Shelley L. Osenroth

My Commission Expires: 9 / 13 / 2014

SHELLEY L. OSENROTH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 13, 2014
ACTING IN COUNTY OF Wayne





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2014

1/31/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC CA Licence #0F15767 725 S. Figueroa Street, 35th fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (AG, No, Ext):	FAX (AG, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liab. Ins. Co.	26247
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES M4GL001 CERTIFICATE NUMBER: 12777233 REVISION NUMBER: XXXXXXXX

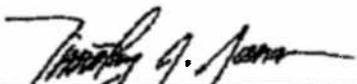
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Ded/SIR <input checked="" type="checkbox"/> EBL \$1M/\$2M; \$1K Ded GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	N	N	CPO 5819126-00	1/31/2014	1/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	CPO 5819126-00	1/31/2014	1/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	AUC 5819128-00	1/31/2014	1/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5819127-00	1/31/2014	1/31/2015	<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
C	Professional Liability	N	N	MTP903067600	1/31/2014	1/31/2015	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED.
Re: Agreement # 2857149 & 2821501. City of Detroit is an additional insured to the extent provided by policy language and/or endorsement(s) issued or approved by the insurance carrier. Coverage afforded to certificate holder is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

12777233 City of Detroit Info Technology Services Dept 2 Woodward Ave., Ste 526 Detroit MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Hiring Policy Compliance Affidavit

I, Jim Byrnes, being duly sworn, state that I am the _____
CEO of CW Professional Services LLC
Title Name of Bidder Corporation or Other Business Entity

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

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

SIGNED,
[Signature]
Title: CEO Date: 2/6/14

STATE OF Michigan)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 12 day of February 2014
by _____.

Notary Public, County of Wayne
State of Michigan
My commission expires: 9-13-2014

SHELLEY L. OSEBROTH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 13, 2014
ACTING IN COUNTY OF Wayne

Employment Application

Contact Information

Last or Family Name (Legal Name)	First Name	Middle Name
Preferred Name		
Address	City	State e
Home Phone	Work Phone No.	ZIP Code
Cell/Mobile Phone	Preferred Method of Contact	
E-mail		

Employment History

An accurate and complete full-time and part-time employment record must be provided. Start with present or most recent employer. SPECIFIC INFORMATION MUST BE PROVIDED. REFERENCE TO ATTACHMENTS (i.e., resumes) WILL NOT BE ACCEPTED.

Most Recent Employer

State job title and primary responsibilities:

Address

Telephone

Employed from Mo./Yr. To Mo./Yr.

Annual base salary

Amount of Overtime Compensation Earned

Reason for looking for a new job

Amount of Incentive Plan/Bonuses/Commissions

Total Cash Compensation Paid Annually

Name of supervisor

Past Employer

State job title and primary responsibilities:

Address

Telephone

Employed from Mo./Yr. To Mo./Yr.

Annual base salary

Amount of Overtime Compensation Earned

Reason for looking for a new job

Amount of Incentive Plan/Bonuses/Commissions _____
 Total Cash Compensation Paid Annually _____ Name of supervisor _____

Past Employer _____ State job title and primary responsibilities _____

Address _____
 Telephone _____

Employed from Mo./Yr. _____ To Mo./Yr. _____

Annual base salary _____

Amount of Overtime Compensation Earned _____ Reason for looking for a new job _____

Amount of Incentive Plan/Bonuses/Commissions _____

Total Cash Compensation Paid Annually _____ Name of supervisor _____

Education and Training

	High School	College	Additional Graduate or other
Name of school			
Location of school			
Course of study			
No. of years completed			
Did you graduate?			
Degree			

General Information

Have you ever applied for employment with us? Yes No If yes, Mo. _____ Yr. _____ Location _____

Position desired _____ Pay desired \$ _____

When are you available to begin work? _____ Are you interested in full-time work?

Do you have an employment agreement or a non-disclosure/confidentiality agreement from a current or prior employer? If yes, please provide copy to your recruiter.
 Yes No

If your job requires, are you willing to:

Work overtime Yes No

Work weekends Yes No

Travel Yes No

If yes, how much? 25% 50% 100%

Are you interested in relocation?
 Yes No

If yes, to what areas?

Are you 18 years of age or older?
 Yes No

Do you have a current passport?
 Yes No

Do you have any relatives working at CW Professional Services? Yes No

If yes, please provide their name(s) _____

Do you have any friends working at CW Professional Services? Yes No

If yes, please provide their name(s) _____

How did you learn about our organization? _____

If other/referral, please specify name _____

Are you consistently able, with or without accommodation, to perform safely and efficiently all of the essential duties and requirements of the position(s) for which you would like to be considered? Yes No

(If no, please explain) _____

Do you require CW Professional Services to sponsor you for a working visa? Yes No

If yes, have you been on "H1-B" status within the last 6 years? Yes No

If yes, how many years and months have you been on "H1-B" status? _____

References

Please provide three references. CW Professional Services prefers that you include at least one current or former manager. Be sure to list home and work telephone numbers with area codes, as well as fax numbers and e-mail addresses, where possible

Reference #1

Name _____ Home Phone No. _____
Current Position _____ Work Phone No. _____
Company _____ Email _____
Relationship _____

Reference #2

Name _____ Home Phone No. _____
Current Position _____ Work Phone No. _____
Company _____ Email _____
Relationship _____

Reference #3

Name _____ Home Phone No. _____

Current
Position

Work Phone
No.

Company

Email
I

Relationship

Authorization and Signature

I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I understand falsified or omitted information may disqualify me from further consideration for employment and may result in my dismissal if discovered at a later date. I understand that any offer of employment extended to me by CW Professional Services will be in writing. I further understand that my employment would be for an indefinite period and that I would have the right to terminate my employment with CW Professional Services at any time, for any reason. I further understand that CW Professional Services has the right to terminate my employment with or without cause, and with or without notice, at any time. I also understand that any offer of employment extended to me will be contingent upon my signing CW Professional Services Employee Agreement, being free from any contractual obligations that would prevent me from performing my job duties, and any other conditions of employment that may be stated in my offer letter/confirmation.

I hereby authorize persons, schools, institutions and employers named in this application and/or resume, and any other source deemed appropriate by CW Professional Services, to provide any relevant information that may be required to arrive at an employment decision. I also acknowledge and agree that CW Professional Services may conduct or request third party investigations to provide additional relevant information that may be required to arrive at an employment decision or as requested by a client.

If you are submitting this application electronically, type your Legal Name below on the Electronic Signature Line, enter today's date, and check the I AGREE box after you have completed the entire Application and only if you agree that its contents are complete and accurate. This is your Electronic Signature.

I AGREE

Electronic
Signature Line*
(required)

Today's
Date

* I confirm that the Legal Name listed on the Signature Line and the Contact Information section above matches the Legal Name as it appears on my photo identification.

CW Professional Services is an Equal Opportunity Employer. We do not discriminate against any employee or applicant on the basis of race, color, religion, gender, age, sexual orientation, national origin, citizenship, handicap or disability, military or veteran status marital status or for any other reason prohibited by federal, state or local law. As an equal opportunity employer (EOE), CW Professional Services is required to provide EEO information to the federal government. Providing CW Professional Services your EEO information is optional and will not affect your candidacy in any way. Any EEO data you provide will be kept separate from any information reviewed during the hiring process.

CW Professional Services
One Campus Martius, Detroit, MI 48226

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: CW Professional Services LLC
2. Address of Contractor: 1 Campus Martius
Detroit, MI 48226
3. Name of Predecessor Entities (if any): _____
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. Contractor was established in 2014 (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.

James A. Byrnes (Printed Name) CEO (Title)
[Signature] (Signature) 2/12/14 (Date)

Subscribed and sworn to before me
this 12 day of February
[Signature]
Notary Public, Wayne County, Michigan
My Commission expires: 9-13-2014

SHELLEY L. OSENBOTH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 13, 2014
NOTARY IN COUNTY OF Wayne

*2014-2016 Specific Needs
Professional Services*

*Professional Services Contract
Between
City of Detroit, Michigan
Information Technology Services
Department
And*

CW Professional Services, LLC

Contract No. 2898418

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CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Information Technology Services Department (“City”), and CW Professional Services, LLC, a Michigan Corporation, with its principal place of business located at One Campus Martius, Detroit, Michigan 48226 (“Contractor”).

Recitals:

Whereas, the *City* desires to engage the *Contractor* to render certain technical or professional services (“*Services*”) as set forth in this *Contract*; and

Whereas, the *Contractor* desires to perform the *Services* as set forth in this *Contract*; and

Accordingly, the parties agree as follows:

Article 1.

Definitions

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

“*Additional Services*” shall mean any services in addition to the services set forth in *Exhibit A* that are related to fulfilling the objectives of this *Contract* and are agreed upon by the parties by written *Amendment*.

“*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.

"*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 *Fee Schedule* for this *Contract* and sets forth the amount of compensation to be paid to the *Contractor*, including any *Reimbursable Expenses*, and any applicable hourly rate information.

"*Overtime*" shall mean **actual** hours worked beyond forty (40) hours in a five day (5) workweek. Hours worked does not include holidays, sick or vacation hours.

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

"*Reimbursable Expenses*" shall mean only those costs incurred by the *Contractor* in the performance of the *Services*, such as travel costs and document reproduction costs, that are identified in *Exhibit B* as reimbursable.

"*Services*" shall mean all work that is expressly set forth in *Exhibit A*, the *Scope of Services*, and 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.

Article 2.

Engagement of 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 *Exhibit A*, 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*.
- 2.07 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 do not affect the *Contractor's* obligations to the *City* in any way.

Article 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 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.
- (g) That any *Technology* that it is provided to the *City* shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This *Contract* shall be approved by the required City departments, approved by the *City Council*, and signed by the *City's* Purchasing Director. The effective date of this *Contract* shall be the date upon which the *Contract* has been authorized by resolution of the *City Council*.
- 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*.

Article 5.

Data To Be Furnished 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.

Article 6.

Contractor Personnel and 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 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*.
- 6.06 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.

Article 7.

Compensation

- 7.01 Compensation for *Services* provided shall not exceed the amount of **Two Million 00/100 Dollars (\$2,000,000)**, inclusive of expenses, and will be paid in the manner set forth in *Exhibit B*. Unless this *Contract* is amended pursuant to Article 16, this amount shall be the entire compensation to which the *Contractor* is entitled for the performance of *Services* under this *Contract*.

The *City* employee responsible for accepting performance under this *Contract* is:

Name	Charles Dodd
Title	Director
Address	2 Woodward Avenue, Ste. #1212
City, State and Zip Code	Detroit, Michigan 48226
Telephone:	(313) 224-2900
Facsimile	(313) 224-2158
Email Address	CDodd@detroitmi.gov

The *City* employee from whom payment should be requested is:

Name	Janice A. Evans
Title	Business Analyst
Address	1301 3 rd Street, Suite 426
City, State and Zip Code	Detroit, Michigan 48226
Telephone:	(313) 224-2908
Email Address	Evansj@detroitmi.gov

Article 8.

Maintenance and Audit of Records

- 8.01 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.
- 8.02 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.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 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.

(c)

Article 9.

Indemnity

9.01 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*; and
- (c) Any and all injury to the person or property of an employee of the *City* where such injury arises out of the *Contractor's* or any of its *Associates* performance of this *Contract*.

9.02 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*.

9.03 In the event any action shall be brought against the *City* by reason of any claim covered under this Article 9, the *Contractor*, upon notice from the *City*, shall at its sole cost and expense defend the same.

9.04 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*.

9.05 The indemnification obligation under this Article 9 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.

9.06 The *Contractor* agrees that this Article 9 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.

Article 10.
Insurance

10.01 During the term of this *Contract*, the *Contractor* shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' 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 for bodily injury and property damage

10.02 The commercial general liability insurance policy shall include an endorsement naming the "*City of Detroit*" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this *Contract*. The commercial general liability policy shall state that the *Contractor's* insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

- 10.04 All insurance required by this *Contract* shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this *Contract* only.
- 10.06 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 licensed to conduct business in Michigan and are otherwise acceptable to the *City*.
- 10.07 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 the coverage required by this Article 10 shall, in a form acceptable to the *City*, be submitted to the *City* prior to the commencement of the *Services* and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.08 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 this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the *City*.
- 10.09 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 Article 10 shall not be construed in any manner as waiving or restricting the liability of the *Contractor* under this *Contract*.

Article 11.

Default and Termination

- 11.01 This *Contract* shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The *City* reserves the right to terminate this *Contract* 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 Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 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*.

11.04 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*.

11.05 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.

Article 12.

Assignment

12.01 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*.

Article 13.

Subcontracting

13.01 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.

13.02 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*.

13.03 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*.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a *Subcontractor* of any portion of the work or services included in an approved subcontract.

13.05 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*.

Article 14.

Conflict of Interest

14.01 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.

14.02 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.

14.03 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.

14.04 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.

Article 15.

Confidential Information

15.01 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 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.

15.02 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.

Article 16.
Compliance With Laws

16.01 The *Contractor* shall comply with and shall require its *Associates* to comply with all applicable federal, state and local laws.

16.02 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.

Article 17.
Amendments

17.01 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*.

17.02 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.

17.03 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 signed by the *Purchasing Director*.

17.04 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*.

Article 18.

Fair Employment Practices

18.01 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.

18.02 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 *Article 18* in any subcontract, as well as provide the *City* a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this *Contract* and may be governed by the provisions of *Article 11*, "*Default and Termination*."

Article 19.

Notices

19.01 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 Information Technology Services Department on behalf of the City:

City of Detroit
Information Technology Services Dept.
2 Woodward Avenue, Suite #1212
Detroit, Michigan 48226
Cdodd@detroitmi.gov

Attention: Charles Dodd

If to the Contractor:

Company's Name	CW Professional Services, LLC
Address	One Campus Martius
City, State and Zip	Detroit, MI 48226
Phone No.	313-227-9827
Email Address	Jeffrey.sanscrainte@cwprofessionalservices.com
Attention: Mr./Mrs.	Mr. Jeffrey Sanscrainte

19.02 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.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

- 20.01 The *Contractor* shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this *Contract*. Any *Work Product* provided to the *City* under this *Contract* shall not include the *Contractor's* proprietary rights, except to the extent licensed to the *City*.
- 20.02 The *City* shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the *Services* provided under this *Contract*.
- 20.03 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*"), and to the extent said *Discoveries* do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the *Contractor's* intellectual property, trade secrets or confidential information, said *Discoveries* shall be deemed "*Work(s) for Hire*" and 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 or copyrights for said *Discoveries*, if the *City* elects to do so.
- 20.04 Any *Work Product* provided by the *Contractor* to the *City* under this *Contract* shall not be disclosed, published, copyrighted or patented, in whole or in part, by the *Contractor*. The right to the copyright or patent in such *Work Product* 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."

- 20.05 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.
- 20.06 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.
- 20.07 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*.

Article 21.
Force Majeure

21.01 No failure or delay in performance of this *Contract*, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. 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.

Article 22.
Waiver

22.01 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*.

22.02 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.

22.03 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.

Article 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 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* 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*.
- 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 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.
- 23.08 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.

23.09 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, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

23.10 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*.

23.11 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.

23.12 The rights and benefits under this *Contract* shall inure to the *City of Detroit* and its agents, successors, and assigns.

23.13 The *City* shall have the right to recover by setoff from any payment owed to the *Contractor* all delinquent withholding, income, corporate and property taxes owed to the *City* by the *Contractor*, any amounts owed to the *City* by the *Contractor* under this *Contract* or other contracts, and any other debt owed to the *City* by the *Contractor*.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. Jayle Burrows
Name

2. Kathleen D. V.
Name

Contractor:

By: James A. Byrnes
Name

Its: CEO
Title

Witnesses:

1. Amiee A. [Signature]
Name

2. Margie [Signature]
Name

City of Detroit

**Information Technology Services
Department:**

By: [Signature]
Name

Its: Director
Title

THIS CONTRACT WAS APPROVED

BY THE CITY COUNCIL ON:

NOV 05 2014

[Signature] Date
Purchasing Director Date

APPROVED BY LAW DEPARTMENT

PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

[Signature] 11/24/14
Corporation Counsel Date

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

Pages 37-39 of this Contract intentionally left blank.

EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

The term of this *Contract* shall begin on **October 1, 2014** and shall terminate on **September 30, 2016, with two one year renewal options**. The *Contractor* shall commence performance of this *Contract* upon receipt of a written “*Notice to Proceed*” from the *City* and in the manner specified in the *Notice to Proceed*.

II. Services to be Performed

Contractor shall provide technology resources in support of information technology related projects for the *City Information Technology Services Department* as well as for other *City* agencies in accordance with the classification titles and rate structure which is attached as part of *Exhibit B*.

All *Services* shall be performed on *City* premises and managed by staffing as designated by the *City*.

III. Retention of Contractor’s Employees at Termination

At the conclusion of this contract, whether by termination or at the end of the term, the *City* shall have the right to retain the services of any of the *Contractor’s* employees who are, at that time, serving as technology resources to the *City* either as a regular *City* employee, under a *City* contract or pursuant to a contract between the *City* and another provider of temporary services.

The *Contractor* will not include in any contract between it and those persons who serve the *City* as technology resources, any term which would interfere with the *City’s* right to employ them or retain their services as herein permitted.

If any such contract provision is included in any contract between the *Contractor* and its employees, the *Contractor* will waive any right which it purportedly might have had under such a *Contract* to limit or interfere with the right of the *City* to employ persons covered by this provision, upon request of the *City* or of such person.

IV. Definition

The following word and expression used in its stead shall wherever it appears in this contract, be construed as follows:

“Resources” shall mean persons proficient in providing information technology services.

EXHIBIT B
FEE SCHEDULE

I. General

- a) The *Contractor* shall be paid for those *Services* performed pursuant to this *Contract* a maximum amount of **Two Million 00/100 Dollars (\$2,000,000)** for the term of this *Contract* as set forth in *Exhibit A, Scope of Services*.
- b) Billable Hours shall be defined as that time spent by employee(s) while engaged directly in the performance of the *Services* as defined in the *Contract* and approved by the *City* or its designee.
- c) Overtime hours shall be defined as that time spend by employee(s) in excess of 40 hours which does not include holidays, sick or vacation hours in a 5 day workweek while engaged directly in the performance of the *Services* as defined in the *Contract* and approved by the *City* or its designee. Overtime rates shall never exceed the maximum bill rate nor the maximum overtime rate as presented in ***Exhibit B Fee Schedule***.
- d) Training of *Contractor* employee(s). The *City* shall not pay for training of *Contractor's* employee(s) or be billed for any hours while *Contractor's* employee(s) is or are in training. If the *City* identifies a new skill or new knowledge that the *Contractor's* employee(s) must have in order to provide effective *Services* to the *City*, the *Contractor* will so train its employee(s) at the *Contractor's* expense. If the *City* conducts in-house training, the *Contractor's* employee(s) may attend that in-house training at the discretion of the *City* ITS manager. The *Contractor* may bill the *City* for the hours spent by *Contractor's* employee(s) attending *City*-sponsored and *City*-ITS manager approved in-house training. If *Contractor's* employee(s), who participated in *City* in-house training and whose hours for such training were billed to the *City*, are not available to provide *Services* to the *City* for at least up to two years from the date of such training or until the expiration of the *Contract*, whichever occurs first, the *Contractor* shall either; replace the unavailable employee with an employee with skills equal to, or greater than, the unavailable employee, or, provide immediate remedial training to the new employee at the *Contractor's* expense. The *Contractor* shall provide a quarterly report on *Contractor's* employee(s) who have attended *City* in-house training and indicate the name of the employee(s), the date, duration and subject matter of each training attended, and the amount of hours billed

to the *City* for attending such training.

II. Requirements for Efficient Processing of Invoices

Invoices are to be submitted for payment on a monthly basis. All invoices are to be delivered by person or US mail to Finance-Accounts Payable, 2 Woodward Avenue, Suite 1006, Detroit, Michigan 48226 with a copy being emailed to ITSInvoices@detroitmi.gov for the Information Technology Services Department and by US mail or hand delivery to any other City agency.

Payment for the proper performance of the *Services* shall be contingent upon receipt by the *City* of an Invoice for *Payment*. The Invoice shall certify the total cost, itemizing costs when applicable and cover no more than one month's billing period, thirty-one (31) days maximum. The Invoices must be received by the *City* not more than thirty (30) days after the close of each calendar month in which *Services* have been performed, or not more than thirty (30) days after the *Contract* or *Contract Amendment* has been approved by *City Council* for *Services* already approved by ITS and performed by the *Contractor*, and signed by an authorized officer or designee of the *Contractor*. The Invoice will be paid upon completion of processing without interest or penalty.

III. New Resources and Billing Rate Increases

These steps must be followed and apply for **all** resources under this *Contract*, whether reporting to ITS or to another *City* agency:

- a) *Contractual* Representative arranges a meeting with the *Contracts* and Administration Division that services the agency where the *Resource* is located to propose the rate increase.
- b) The *Contracts* and Administration Division will then present the request to the Agency for discussion and approvals. New rate shall not exceed the approved bill rates in *Exhibit B-Fee Schedule*.
- c) Once a decision is made between the *Contracts* and Administration Division and the respective Agency, then this information is communicated back to the *Contractual* Representative. If approved, a new or existing Standard Purchase Order (SPO) will be created or updated and forwarded to the vendor from the ITS *Contracts & Administration Division* with the following information:
 - Resource name
 - New rate
 - Total Hours
 - Title (from the approved 2014/2016 contract)

- Effective Date
 - Approval Signature
- d) The approved request is then forwarded to the Contracts and Administration Division where future payments will be processed using the approved documentation.
 - e) The *Contractor* may only submit invoices for new resources, or increase billing rates for existing resources, after having received written approval of the resource and/or billing rate from the *City* ITS Department. Either new resources or increases in billing rates must be within the classifications identified in *Exhibit B*.
 - f) No billing rate for a classification, whether the initial rate or an increased rate, shall exceed the maximum hourly rate for that classification as identified in *Exhibit B*.

IV. Resource Time Reporting

- a) All resources hired and retained through this contract will be required to enter and record hours worked on the *City's* Workbrain timekeeping application. Resources will also print, sign and obtain signed approval from a designated *City* manager or supervisor on reports generated via Workbrain on a bi-monthly basis (1-15 and 16-end of the month.)

V. Monthly Summary

The Contractor should submit a monthly report of aged receivables with the following information:

- Invoice numbers
- Invoice amounts
- Department's Name
- Resource Names or Project Name
- Date invoice was originally submitted
- Amount of any partial payments of the invoice
- Balance due on the invoice
- Date the report was prepared

This report must be submitted to the City ITS Contracts and Administration Manager and/or the using departments. The Contractor must be prepared to submit copies of supporting documentation upon request.

Balances and other amounts should be current, as of the date the report was prepared.

VI. Contract Issue/Problem Solving Hierarchy

In the event of disputes or concerns over invoices, Contractor must follow this reporting hierarchy.

1. ITS Contracts and Administration Clerk
2. ITS Contract and Administration Manager
3. ITS Deputy Director and/or Director
4. ITS CIO
5. ITS Group Executive in Mayor's Office

EXHIBIT B FEE SCHEDULE

CW Professionals, LLC.

Grouping and Title	Maximum Hourly Rate
Program Management Group	
Program Director	\$ 150.00
Project Manager	125.00
Team Leader	70.00
Project Assistant	60.00
System Development/Implementations Group	
Business Systems Analyst	\$ 80.00
Database Administrator	90.00
Network Administrator	75.00
Network Engineer	85.00
Oracle Developer/Analyst	85.00
Programmer/Analyst	80.00
Security Analyst	95.00
Technical Writer	65.00
Unix Administrator	80.00
Technical Support	
Desktop Support Technician	\$ 60.00
Geographic Information Systems (GIS) Technician	60.00
Help Desk Technician	48.00
System Administrator	60.00
Telecommunications Technician	65.00
Information Design	
Desktop Support Technician	\$ 90.00

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.

COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 9 day of October, 2014,

by Charles Dodd
(name of person who signed the contract)

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

of Information Technology Services Department
(complete name of City department)

on behalf of the City.

Notary Public, _____ County,
State of _____

My commission expires: _____

Sarah M. McCrory
SARAH M. MCCRARY
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 12, 2018
Acting in the County of Wayne

CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
)SS.

COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 9 day of October, 2014,

by James Byrnes
(name of person who signed the contract)

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

of (Lochbridge) CW Professional Services LLC
(complete name of the corporation)

on behalf of the Corporation.

Notary Public, Shelley Osenroth county, Wayne
State of Michigan
My commission expires: 9-13-2020

SHELLEY L. OSENROTH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 13, 2020
ACTING IN COUNTY OF Wayne

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

RESOLUTION OF CORPORATE AUTHORITY

I, JAMES A. BYRNES, ^{CEO} Corporate Secretary of CW PROFESSIONAL SERVICES LLC, a DELAWARE corporation (the "Company"), **DO HEREBY CERTIFY** that the (non-profit or for profit) following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full force and effect:

(date of meeting)

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

FURTHER, I CERTIFY that

JAMES A. BYRNES is ~~Chairman~~, ^{CEO}
MART KOZLOWSKI is President,

ROGER MALOCH is Executive Director, and
is CFO

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the contract (number 2898418) between the City and the above-referenced corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 29th day of SEPTEMBER, 2014.

CORPORATE SEAL
(if any)

[Signature]

Corporation Secretary
^{CEO}