

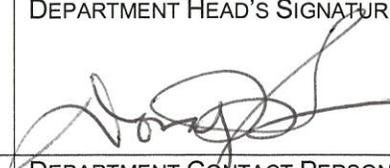
40 + 5046

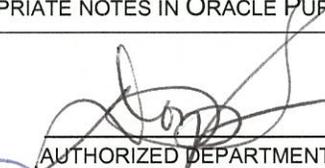
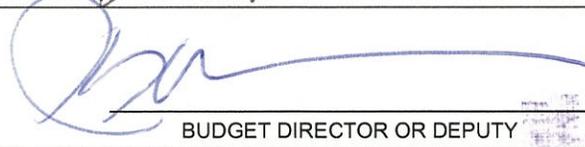
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2902499
 STANDARD PO NUMBER 2902501
 CHANGE ORDER #
 REVISION
 REVISION

Insurance Requirement

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

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT FINANCE RISK MANAGEMENT
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON DONALD SETTLES	PHONE NO. 628-1159
CONTRACTOR'S NAME: ALLIANT INSURANCE SERVICES, INC.		DATE PREPARED 12/18/14	
CONTRACTOR'S ADDRESS: 1050 WILSHIRE DR. SUITE 210 TROY, MI. 48084		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/>	
		TOTAL CONTRACT AMOUNT \$	\$ 16,845,858.00
		TOTAL CPO AMOUNT \$	\$ 16,301,264.00
		CHANGE AMOUNT \$	
PHONE NO. 248-205-2930		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-3474766		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURPOSE OF CONTRACT: INSURANCE BROKER			
CHARGE ACCOUNT: 1001 - 350890 - 000147 - 626300 - 05185 - 000000 - A5510			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	
FEB - 9 2015	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	JUN 05 2015
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	15 JUL - 7 PM 1:53
MAR 06 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	3/9/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	7-7-15
	PURCHASING DIVISION  PURCHASING DIRECTOR	9/28/15
	CITY OF CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE AUG-06 2015	

RECEIVED
 JUN 24 2015
 PURCHASING DIVISION

DEPARTMENT OF THE HOUST
 FINANCE DEPARTMENT
 PURCHASING DIVISION

FRC APPROVAL

SEP 28 2015

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND
ALLIANT INSURANCE SERVICES, INC

CONTRACT NO.

2902499

CONTRACT PROVISIONS

Article 1. Definitions 1

Article 2. Engagement of Contractor..... 3

Article 3. Contractor's Representations and Warranties 5

Article 4. Contract Effective Date and Time of Performance 6

Article 5. Data to Be Furnished Contractor 7

Article 6. Personnel and Contract Administration..... 7

Article 7. Compensation 8

Article 8. Maintenance and Audit of
Records.....9

Article 9. Indemnity..... 11

Article 10. Insurance..... 12

Article 11. Default and Termination..... 14

Article 12. Assignment 18

Article 13. Subcontracting 18

Article 14. Conflict of Interest..... 19

Article 15. Confidential Information 20

Article 16. Compliance with Laws 21

Article 17. Amendments 21

Article 18. Fair Employment Practices..... 22

Article 19. Notices 22

Article 20. Proprietary Rights and Indemnity..... 23

Article 21. Force Majeure..... 25

Article 22. Waiver 25

Article 23. Miscellaneous 26

Signature Page 27

Exhibit A—Scope of Services

Exhibit B—Fee Schedule

**CITY OF DETROIT
Professional Services Contract**

This Professional Services Contract (the “Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department the” City”), and Alliant Insurance Services, Inc., a Delaware corporation with offices located at 1050 Wilshire Drive, Suite 210, Troy Michigan 48084 (the “Contractor”).

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("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.

"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.
- 2.2 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. Nothing in this provision is intended to restrict or limit any available defenses Contractor may have in any legal proceeding relating to the interpretation, enforceability, or performance of this Contract.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

2.7 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.
Contractor's Representations and
Warranties

3.1 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.

3.2 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
- (t) 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

- 4.1 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. The term of this Contract shall terminate on June 30, 2018.
- 4.2 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.
- 4.3 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

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

- 6.1 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 resume of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.
- 6.2 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 key personnel working on this Contract with new personnel without the prior written consent of the City, which shall not be unreasonably withheld.
- 6.3 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.
- 6.4 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.

- 6.5 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.
- 6.6 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

- 7.1 Compensation for Services provided shall not exceed the amount **Six Million Eight Hundred Forty Five Thousand Eight Hundred Fifty Eight Dollars** and 00/100 (**\$6,845,858.00**), 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.
- 7.2 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

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

Mr. Donald Settles
Risk Manager
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) – 628-1159

The City employee from whom payment should be requested is:

Glenn Hodges
Manager 1
Coleman A. Young Municipal Center – Room 810
2 Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) – 224-5130
Facsimile: (313)-224-4247

Article 8.
Maintenance and Audit of
Records

8.0 1 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.

8.2_ The City and any government-grantor agency providing funding under this Contract shall have the right at any time, upon reasonable advance 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-granter agency upon request.

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.
- (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.

8.3 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.

Article 9.

Indemnity

9.1 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, reasonable 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.

9.2 - 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.

9.3 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, except to the extent that such claims arise from the City's own negligent or worse error or omission.

9.4 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.

9.5 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.

9.6 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

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

TYPE
(a) Workers' Compensation

AMOUNT NOT LESS THAN
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 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 |

10.2 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.

10.3 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."

10.4 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

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.

10.7 All insurance policies shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. 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. The Contractor will be named as an additional insured under the General Liability and Auto Liability Policies.

10.8 If any work is subcontracted 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.

10.9 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

11.1 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.

11.2 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
- (b) The Contractor admits its inability to pay its debts generally as they become due.
 - (c) 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.

- (d) 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.
- (e) 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.
- (f) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.3 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.

11.4 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.

11.5 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

- 13.1 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.
- 13.2 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.
- 13.4 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.
- 13.5 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.

14.3 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.

14.4 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

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

16.2 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.

17.3 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.

17.4 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.

18.2 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.

18.3 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

19.1 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-----Department on behalf of the City:

If to the-----Department on behalf of the City:

City of Detroit

Department of Finance Risk Management

810 C.A.Y.M.C.

Detroit, MI 48226

Attention: Donald Settles

If to the Contractor:

Attention: Mr./Ms. _____

19.2 All Notices shall be deemed given five days after the day of mailing, or one day after deposit with a reputable overnight courier, charges pre-paid. 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.

Article 20.
Proprietary Rights and
Indemnity

20.1 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.

20.2 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.

20.3 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.

20.4 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."

20.5 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.

20.6 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.

20.7 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. Notwithstanding the foregoing, the City acknowledges that Contractor, in performing the Services, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes,

procedures, techniques and written materials of Contractor that existed prior to the commencement of the Services, and the City agrees that Contractor shall retain all right, title and interest in and to such items; provided, however, that Contractor hereby grants the a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the Work Product and are required for the City's own internal use of the Work Product. 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 may cause irreparable harm to the City that may not adequately compensable in damages and for which the City may have no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, 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

- 22.1 Neither party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the party waiving the right or benefit.
- 22.2 No delay or omission on the part of a party 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.
- 22.3 No failure by a party 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

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.

- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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 Contractor, and to their respective agents, successors, and assigns.
- 23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor, any amounts owed to the City by the Contractor under this Contract.

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

Witnesses:

1. Deepa Cook
Name

2. LeLyse Aebrecht
Name

Contractor:

By: Justin Amick
Name

Its: Vice President
Title

Witnesses:

1. Hornie Batts
Name

2. Johanna Kellin
Name

City of Detroit

Finance Risk Department:

By: [Signature]
Name

Its: Risk Manager
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

~~AUG 06 2015~~

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

Date
Boyanie Jucha 9/28/15
Purchasing Director

[Signature] 7-7-15
Corporation Counsel

FRC APPROVAL
SEP 28 2015

Date

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

CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Dakota)SS.

The foregoing contract was acknowledged before me the 30th day of January,
2015, by Justin Swarbrick
(name of person who signed the contract)
the Vice President
(title of person who signed the contract as it appears on the contract)
of Alliant Insurance Services, Inc.
(complete name of the corporation)

on behalf of the Corporation.

Yolise Curbrecht
Notary Public, County of Macomb
State of Michigan
My commission expires: 11/3/2021

EXHIBIT A

I. Scope of Service.

Upon the City's request, CONTRACTOR will provide the following services as they relate to all of the City's property and casualty insurance needs.

- A.** The CONTRACTOR shall commence performance of this contract upon receipt of the CITY'S delivery of a written "Notice to Proceed" and in the manner specified in the notice to proceed. The contract shall begin on September 24, 2015 and will be completed on June 30, 2018.
- B.** Exhibit B includes the estimated annual cost for an optional 2 year extension proposed by the CONTRACTOR
- C.** Develop and recommend insurance and other risk financing or loss funding programs, techniques, and methods for all of the City's property and casualty needs.
- D.** Assist CITY in developing underwriting information. Structure offerings to insurers and secure, when reasonably available, a program as desired by CITY with financially acceptable insurance companies, or other pooling programs providing the balance of coverage scope, cost, and services selected by the CITY.
- E.** Negotiate and review insurance wording for insurance contracts to meet the specific needs of CITY.
- F.** Review marketing plan with CITY prior to approaching insurers on any line of coverage being contemplated
- G.** Review insurance policies, binders, certificates, and other documents related to the placements for accuracy and obtain revisions in such documents when needed.
- H.** CONTRACTOR will provide invoices to the CITY for insurance premiums based on approved proposals. Upon receipt of said insurance premiums from the CITY, the CONTRACTOR will send payment to the insurance carrier on the CITY's behalf.
- I.** Monitor the City's program to assure its continuing balance of coverage scope, cost, service, and stability.
- J.** Prepare written reports to CITY management to include:
 - 1.** Reports as needed of pending rate, coverage, or renewal problems including significant changes in the financial status of major insurers, reinsurers, and other entities providing services for the CITY. At least

(a) Recapitulation of program cost for current and preceding years.

(b) Summary of coverages and other program terms and conditions.

- I. Provide additional broker services as agreed upon by the CITY and CONTRACTOR
- J. CONTRACTOR'S goal is to procure insurance for CITY with underwriters possessing the financial strength to perform. To that end, CONTRACTOR regularly reviews publicly available information concerning an underwriter's financial condition. CONTRACTOR does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and CITY recognizes and agrees that CONTRACTOR maintains no responsibility for any loss or damage occasioned by reason of the financial failure or insolvency of any insurer. CONTRACTOR encourages CITY to review the publicly available information collected by CONTRACTOR to enable CITY to make the ultimate decision of accepting or rejecting a particular underwriter.
- K. Deliver binders or other evidences of insurance within ten (10) calendar days after the placement of any insurance under the City's program to be effective until such time as the policy or policies for the placement are received by CITY from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier.
- L. CONTRACTOR shall use best efforts to secure a correct policy or policies of any insurance for the CITY
- M. CONTRACTOR shall not be responsible for the failure of CITY to make premium payments.

Exhibit B

II. Compensation

A. Annual Cost. With respect to the categories of risk and insurance identified in the Scope of Services including the cost of the annual insurance placements it is expected that the total contract amount will be as follows:

III.	BASE YEAR 1 TOTAL COST:	\$2,290,286
IV.	BASE YEAR 2 TOTAL COST:	\$2,280,286
V.	<u>BASE YEAR 3 TOTAL COST:</u>	<u>\$2,275,286</u>
VI.	3 YEAR TOTAL COST:	\$6,845,858
VII.	OPTIONAL YEAR 1 TOTAL COST:	\$2,270,286
VIII.	<u>OPTIONAL YEAR 2 TOTAL COST:</u>	<u>\$2,265,286</u>
IX.	OPTIONAL 2 YEAR TOTAL COST:	\$4,535,572

1. These estimated figures are based on the current known insurance premiums and the annual brokerage fee. Insurance premiums are determined by the City's own unique exposures, the historical loss experience, the market conditions, and a number of other factors. By no means is the estimated cost a guarantee of what the insurance premium will be for the next five years. The only part of this cost we can guarantee is our service fee which is as follows:

BASE YEAR 1: \$175,000

BASE YEAR 2: \$165,000

BASE YEAR 3: \$160,000

OPTIONAL YEAR 1: \$155,000

OPTIONAL YEAR 2: \$150,000

2. Any mutually agreed extensions to this contract shall include negotiation of the compensation prior to the expiration of the then current term.

3. **Early Cancellation.** If this AGREEMENT is terminated or canceled mid-year, and within the first three hundred (300) days of the CONTRACT year, then the fee shall be prorated with a minimum of fifty percent (50%) deemed earned. The FEE shall be deemed fully earned if termination occurs after three hundred one (301) days of the contract year. In the event of a mid-term termination of this CONTRACT by either party, all excess compensation will be paid to CLIENT within sixty (60) days of the date of termination.

4. **Payment.** The fee shall be paid quarterly and, if necessary, payment terms can be adjusted thirty (30) days prior to the anniversary date.
- B. Commissions.** COMMISSIONS shall be collected only as agreed by both Parties in writing.
- C. Disclosures.**
1. **Exclusions.** COMMISSIONS for Special Events, Notary Bonds and Vendor/Contractor Liability Programs are not included in the annual FEE or COMPENSATION.
 2. **Transparency and Disclosure.** During the time of this CONTRACT, CONTRACTOR will annually disclose any COMMISSIONS received by CONTRACTOR, where possible, in connection with any insurance placements on behalf of CITY under CONTRACTOR'S "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, CONTRACTOR will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, CONTRACTOR'S conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of CONTRACTOR'S clients.
 3. **Other Contractor Services.**
 - (a) **Alliant Specialty Insurance Services (ASIS).** In addition to the COMPENSATION that CONTRACTOR receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from CONTRACTOR and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. CITY further acknowledges that CONTRACTOR and ASIS maintain an arm's length relationship. CITY understands that while CONTRACTOR represents CITY as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.
 - (b) **Alliant Business Services (ABS); Strategic HR.** Additionally, CONTRACTOR'S internal operating groups, Alliant Business Services (ABS) and/or Strategic HR, may receive compensation from CONTRACTOR and/or carriers for providing designated, value-added services. Services contracted for by the CITY directly will be invoiced accordingly. Otherwise, services will be provided at the expense of CONTRACTOR and/or the carrier.



AUTHORIZATION OF REPRESENTATIVE

CITY OF DETROIT

The undersigned affiant hereby states:

1. I, Kenneth A. Zak, am employed as General Counsel, Corporate Secretary and Senior Vice President at Alliant Insurance Services, Inc. ("Alliant").
2. I hereby certify, as pertains to the Contract for Professional Services (the "Contract") by and between Alliant and the City of Detroit, that Justin Swarbrick is employed as a Vice President of Alliant and is duly authorized to enter into and execute the Contract on Alliant's behalf.

This the 30 day of June, 2015

A handwritten signature in black ink, appearing to read "K. Zak", is written over a horizontal line.

Kenneth A. Zak
General Counsel, Corporate Secretary and
Senior Vice President
Alliant Insurance Services, Inc.

Detroit City Council

Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: August 6, 2015
RE: **PURCHASING ITEMS SUBMITTED TO THE CITY COUNCIL FOR THE WEEK OF August 3, 2015**

The following contracts and purchase orders were reported to the City Council during the Recess Week of August 3, 2015. Under the Recess procedures, approved by the City Council on July 14, 2015, contracts submitted for the Week of August 3 are considered approved and can be processed on Thursday, August 6, 2015, if not held by a Council Member.

The City Clerk's office received 1 request to hold a contract from the list submitted for the Week of August 3, 2015.

Contract Requested to Be HELD

2886496,Amend.1 Ramona H. Pearson + \$137,875 to \$487,875 HEALTH & WELL.
Held by Council President Brenda Jones

*The following contracts were submitted for the Week of August 3, 2015; No requests to hold the contracts were received in the City Clerk's Office and are considered **APPROVED**.*

2911198,Conf.Req.	Midwest Health Center	\$87,729.02	HUMAN RESOURCES
2911199,Conf.Req.	Henry Ford Health Systems	\$32,852.20	HUMAN RESOURCES
2780852,Amend.3	Groundwork0	+ \$3,000,000 to \$12,500,000	INNOVATION & TECH.
2902499	Alliant Insurance Services	\$16,391,264	RISK MANAGEMENT
87114	Cortez Settles	\$45,000	ELECTIONS
87115	Wayne Roddie	\$33,280	ELECTIONS
87402	Chetrice Gillon (Lean Consultant)	\$80,000	MAYOR'S OFFICE
87358	Ervin Stewart II (Principal Acct.)	\$66,000	POLICE

cc: City Council Members

City Council Contract Agenda Items Review Checklist

Reviewer: Wesley Norris

Date Received: 07/16/2015

Date: 07/15/2015

Department: Risk Management

Division: OCFO

Dept Head/Contact Person: Donald Settles Phone No.: 313-628-1159

Description: Citywide Property and Casualty Insurance

Contract No.: 2902499

PO Type: Professional Services/CPO

Est. Value: \$16,391,264.00

Contract Term (if applicable): ~~September 1, 2015 to June 30, 2018~~

September 24, 2015

Funding: City XXX

Recommended Supplier: Alliant

Required Date: 10/01/2015

1. The business being awarded is NEW.

2. Was the product or service competitively bid? Yes No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed

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

4. Were savings achieved?
 Yes Amount \$ _____ No

5. Does this agreement represent an increase?
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
 Change in amount/volume of the good or service to be used. _____

6. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: Insurance Broker on several policies

7. Is this good/service used by other departments? Yes No
If "yes" can this Req/PAR be combined other department requirements? Yes No
8. Is this a service that can be performed by City employees? Yes No
Is this a service that City employees can be trained to do? Yes No

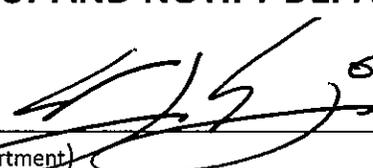
NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes - X

PLACE ON EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED:  DATE: July 15, 2015
(Department)

INFORMATION PROVIDED BY: Wesley Norris

TITLE: Project Manager, Office of Contracting and Procurement

PHONE: 313-224-4611

	Supplier 3		
D-BB's	No	Alliant Insurance Services	
D-RB's	No	1050 Wilshire Dr, Suite 210	
D-BB's w/HQ in Detroit	No	Troy, MI 48084	
D-BSB's	No		
D-BMBC	No		
Joint Venture	No		
Mentor Venture	No		
	UNITS	UNIT PRICE	TOTAL PRICE
Year One			\$175,000.00
Year Two			\$165,000.00
Year Three			\$160,000.00
Option Year 1			\$155,000.00
Option Year 2			\$150,000.00
Total			\$805,000.00

	Supplier 4		
D-BB's	No	Aon Risk Services Cent, Inc	
D-RB's	No	3000 Town Center, Ste 3000	
D-BB's w/HQ in Detr	No	Southfield, MI 48075	
D-BSB's	No		
D-BMBC	No	Goss LLC	
Joint Venture	Yes	600 RenCen, Ste1920	
Mentor Venture	No	Detroit, MI 48243	
	UNITS	UNIT PRICE	TOTAL PRICE
Year One			\$244,500.00
Year Two			\$250,588.00
Year Three			\$256,852.00
Option Year 1			\$263,274.00
Option Year 2			\$269,855.00
Total			\$1,285,069.00

	Supplier 5		
D-BB's	No	Arthur J. Gallagher & Co	
D-RB's	No	300 Ottawa Avenue NW	
D-BB's w/HQ in Detroit	No	Grand Rapids, MI 49503	
D-BSB's	No		
D-BMBC	No		
Joint Venture	No		
Mentor Venture	No		
	UNITS	UNIT PRICE	TOTAL PRICE
Year One			\$175,000.00
Year Two			\$162,500.00
Year Three			\$150,000.00
Option Year 1			\$150,000.00
Option Year 2			\$160,000.00
Total			\$797,500.00

	Supplier 1		
D-BB's	No	Brown & Brown	
D-RB's	No	35735 Mound Rd	
D-BB's w/HQ in Detroit	No	Sterling Heights, MI 48310	
D-BSB's	No	LoVasco Consulting Group	
D-BMBC	No	535 Griswold Street	
Joint Venture	No	Detroit, MI 48226	
Mentor Venture	No		
	UNITS	UNIT PRICE	TOTAL PRICE
Year One			\$115,000.00
Year Two			\$105,000.00
Year Three			\$95,000.00
Option Year 1			\$100,000.00
Option Year 2			\$100,000.00
Total			\$515,000.00

	Supplier 2		
D-BB's	No	Willis of Michigan	
D-RB's	No	32255 Northwestern Highway, Suite	
D-BB's w/HQ in Detr	No	Farm Hills, MI 48334	
D-BSB's	No	Long Insurance Services	
D-BMBC	No	3031 W. Grand Blvd, #529	
Joint Venture	Yes	Detroit, MI 48202	
Mentor Venture	No	Detroit, MI 48243	
Did not supply DB Cert			
	UNITS	UNIT PRICE	TOTAL PRICE
Year One			\$120,000.00
Year Two			\$110,000.00
Year Three			\$100,000.00
Option Year 1			\$100,000.00
Option Year 2			\$100,000.00
Total			\$530,000.00

Submitted
12/19/14

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)

<p>To: A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name <u>Alliant Insurance Services, Inc.</u></p> <p>Address <u>1301 Dove Street, Suite 200</u></p> <p>City <u>Newport Beach</u></p> <p>State <u>CA</u> Zip Code <u>92660</u></p> <p>Telephone <u>(949) 756-0271</u> Fax # <u>(949) 554-8212</u></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) P. Gregory Zimmer</p> <p>Employer Identification or Social Security Number <u>33-0785439</u></p>	<p>Telephone # <u>(949) 756-0271</u></p> <p>Fax # <u>(949) 554-8212</u></p> <p>Spouse Social Security Number <u>N/A</u></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Nature of Contract: Administration of Property and Casualty Insurance Program for the City of Detroit BID/CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

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

Check One: Individual Corporation Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (if yes, include spouse SSN above) Yes No

2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No

3. Were you employed during the last seven (7) years? Yes No

4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No

6. Will the company have employees working in Detroit? Yes No

7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D FOR INCOME TAX USE ONLY

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

Yes No Signature *E. Reed* Date JAN 28 2015 Expires JAN 28 2016

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

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



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1008
DETROIT, MICHIGAN 48226
PHONE 313•224•4600
FAX 313•628•1160
WWW.DETROITMI.GOV

September 21, 2015

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the RECESS Session of the week of August 3, 2015

Please be advised that the Contract submitted on Thursday, July 30, 2015 for the City Council RECESS Agenda for the week of August 3, 2015 has been amended with a Correction Letter dated September 9, 2015 updated the contract amount for \$6,845,858.00. This is a Second Correction Letter updated the contract amount as follows:

1. The contractor's **amount** was submitted incorrectly to Purchasing by the Department. Please see the corrections below:

Submitted as: Page 1

RISK MANAGEMENT

2902499 100% City Funding – Insurance Broker – To Provide Citywide Property and Casualty Insurance – Contractor: Alliant Insurance Services, Inc., Location: 1050 Wilshire Drive, Suite 210, Troy, MI 48084 – Contract Period: September 24, 2015 through June 30, 2018 – Contract Amount: \$6,845,858.00

Should read as: Page 1

RISK MANAGEMENT

2902499 100% City Funding – Insurance Broker – To Provide Citywide Property and Casualty Insurance – Contractor: Alliant Insurance Services, Inc., Location: 1050 Wilshire Drive, Suite 210, Troy, MI 48084 – Contract Period: September 24, 2015 through June 30, 2018 – Contract Amount: **\$7,345,858.00**

Respectfully Submitted,


Boysie Jackson
Chief Procurement Officer
BJ/zh

BY COUNCIL MEMBER: _____

RESOLVED, that CPO# 2902499 referred to in the foregoing communication dated week of September 21, 2015, be hereby and is approved.

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 Administration of the Property & Casualty Insurance Program for City of Detroit
Contract Amount See Exhibit B to the Services Contract

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Alliant Insurance Services, Inc.

Business Address 1301 Dove Street, Suite 200, Newport Beach, CA 92660

Ward/Item # N/A

F.I.D. NO. 33-0785439

City Personal Property I.D. # N/A

Owner(s) Name Officers Names: Thomas W. Corbett, P. Gregory Zimmer, Jr., and Ralph S. Hurst

Owner(s) SS# Officers SSN: Corbett (552-66-9297); Zimmer (564-37-3007); Hurst (551-04-9878)

Contact Person Deepa G. Cook

Phone Number (248) 540-3131

Fax Number (248) 203-7536

Owner(s) Home Address N/A Lease Own

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

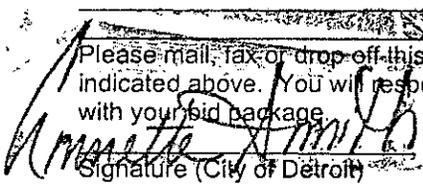
Real Property Special Assessment Personal Property Other Receivable

~~() 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)

12-22-2014
Date

AUG 30 2015
Expiration Date

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

I, being a duly authorized representative of Alliant Insurance Services, Inc., (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

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

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

RFQ / PO No.: (if applicable) #48800

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization Alliant Insurance Services, Inc.
(Type or Print Legibly)

Contractor Address 1050 Wilshire Dr., Suite 210, Michigan, 48084
(City) (State) (Zip)

Contractor Phone/E-mail (248) 205-2930 / dcook@alliant.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Deepa G. Cook, Senior Vice President

Signature of Authorized Representative: *Deepa Cook*
Date: 09/12/2014

Signature of Notary: *Elyse Albrecht* ***** This document MUST be notarized *****

Printed Name of Seal of Notary: _____

My Commission Expires: _____ / **ELYSE ALBRECHT**
Notary Public - Michigan

Macomb County
FOR CONTRACTING DEPARTMENT USE ONLY:
My Commission Expires Nov. 3, 2014

Date Rec'd: ___/___/___ Received by: _____ Title: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2015

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 Alliant Insurance Services Inc. 1301 Dove St. Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Jennifer Lopez PHONE (A/C No., Ext): 949-660-5916 E-MAIL ADDRESS: jlopez@alliant.com	FAX (A/C No.): 949-809-1444
	INSURER(S) AFFORDING COVERAGE	
INSURED Alliant Holdings I, LP 1301 Dove Street, Suite 200 Newport Beach CA 92660	ALLHOLD-01	
	INSURER A: American Guarantee and Liability In	NAIC # 26247
	INSURER B: American Zurich Insurance Company	NAIC # 40142
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 575767808** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPO917259902	3/1/2015	3/1/2016	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/OP AGG \$2,000,000 Deductible \$0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPO917259902	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			AUC917260202	3/1/2015	3/1/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	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	WC917260102	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Named Insureds Schedule included per attached Exhibit #1.
City of Detroit is named as Additional Insured as respects to General Liability and Auto Liability with respect to liability arising out of the operations performed by the Named Insured. Coverage is primary and non-contributory. 30 Days Notice of Cancellation endorsement is included for General Liability.

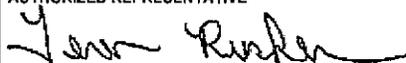
CERTIFICATE HOLDER City of Detroit 810 Coleman A Young Municipal Center Detroit MI 48226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT #1:

Policy Number: CPO917259902, AUC917260202, WC917260102

Policy Effective Date: 03/01/15 to 03/01/16

Schedule Of Named Insured(s)

Alliant Holdings I, L.P.	Alliant Holdings Intermediate, Inc.
Alliant Holdings Parent LLC	Moloney & O'Neill, Corkery & Jones, Inc.
Alliant Holdings I, LLC	Corkery & Jones Benefits, Inc.
Alliant Holdings II, LLC	Moloney & O'Neill Life, Inc.
Alliant Holdings I, Inc.	ICR Bridge, LLC
Alliant Holdings II, Inc.	The Camps Group LLC
ARG Holdings, Inc.	WCP Consulting, Inc.
Alliant Insurance Services, Inc.	American Benefits and Compensation Systems, Inc.
Alliant Retirement Services, LLC	American Benefits Consulting LLC
Colonial HealthCare, Inc.	ABC Benefits Consulting PA LLC
Franey Muha Alliant Insurance Services, Inc.	QBE U.S. Agencies, Inc.
Benefit Partners-Alliant, Inc.	Community Association Underwriters of America, Inc.
Kelter Alliant Insurance Services, Inc.	Deep South Surplus, Inc.
Affinity Insurance Services, LLC	DSCM Inc.
FHI Benefit Plans, Inc.	S.I.U., LLC
Alliant Specialty Insurance Services, Inc.	QBE of California Insurance Services, Inc.
Strategic HR Services, Inc.	
Alliant Insurance Services Houston, LLC	
Alliant Services Houston, Inc.	
Clarity Benefit Consulting, LLC	
Moore-McNeil, LLC	
ClearPoint LP	
Alliant ClearPoint GP, Inc.	
Jon Donovan Tanner Insurance Agency, Inc.	
T&H Group Inc.	
T&H Brokers, Inc.	
T&H Benefits LLC	
Construction Insurance Brokers Corp.	
RFF & Associates, Inc.	
The Arlen Group, Inc.	
Benefit Advisors Services Group, LLC	
AlliantRe, Inc.	
Suremerica Surety Underwriting Services, LLC	
SureCanada Surety Services, Inc.	
Suremerica Surety Services Ltd	
A-S Co-Issuer Subsidiary, Inc.	
Enrisk Services, Inc.	
Superior Pension Services, LLC dba PRB Administrators NY	
Sagewell Partners, Inc.	

Financial Institutions Extension



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 9172599-02	03-01-2015	03-01-2016	03-01-2015	13511000	INCL	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section II – **Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the end of the policy period;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" means any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

Section II – **Who Is An Insured** is amended to include as an insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

- (1) To liability arising out of such person's or organization's sole negligence; or
- (2) After the person or organization ceases to lease or rent premises from you.

E. Additional Insured – Vendors

The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an insured any person or organization (referred to below as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

F. Additional Insured – Managers, Lessors or Governmental Entity

Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; and

resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization:
 - (1) For "bodily injury", "property damage" or "personal and advertising injury" arising out of its sole negligence;
 - (2) Included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. This insurance is primary insurance as respects our coverage to the additional insured person or organization where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured. Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens

INSURED: ALLIANT HOLDINGS I, LP
INSURER: AMERICAN ZURICH INSURANCE COMPANY
POLICY NUMBER: CPO 9172599-02
POLICY PERIOD: 03-01-2015 to 03-01-2016

first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Foreclosed Or Repossessed Property Exclusion

1. The following exclusion is added to Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability:

"Bodily injury" or "property damage" arising from any premises that is acquired through foreclosure, repossession, the exercise of any rights under a deed of trust, deed in lieu of foreclosure, or as mortgagee in possession.

This exclusion shall not apply to any premises listed in the Declarations or Schedule Of Locations.

2. The following exclusion is added to Paragraph 2. **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability:

"Personal and advertising injury" arising from any premises that is acquired through foreclosure, repossession, the exercise of any rights under a deed of trust, deed in lieu of foreclosure, or as a mortgagee in possession.

This exclusion shall not apply to any premises listed in the Declarations or Schedule Of Locations.

All other terms and conditions of this policy remain unchanged.



ZURICH

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 9172599-02	03-01-2015	03-01-2016	03-01-2015	13511000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
As per on file with the carrier for Any Person(s) / Organization(s) where required by a written contract	30 Days Notice of Cancellation for other than non-payment

All other terms and conditions of this policy remain unchanged.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 9172599-02	03-01-2015	03-01-2016	03-01-2015	13511000	INCL	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

- The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

- The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

EMPLOYMENT HISTORY

Present/Most Recent Employer:		Last or Present Position/Responsibilities:	
Company:		Supervisor/Title:	
Start Date:	Termination Date:	Starting Position/Responsibilities:	
Please Indicate when we may contact human resources to verify present employment: <input type="checkbox"/> Now <input type="checkbox"/> Later, if offer is extended and accepted		End base salary: \$ _____ Per _____	
Company Address:		Additional comp \$ _____ Per _____	
Phone Number: _____		Reason for Leaving:	
Previous Employer:		Last Position/Responsibilities:	
Company:		Supervisor/Title:	
Start Date:	Termination Date:	Starting Position/Responsibilities:	
Company Address:		End base salary: \$ _____ Per _____	
Phone Number: _____		Additional comp \$ _____ Per _____	
		Reason for Leaving:	
Previous Employer:		Last Position/Responsibilities:	
Company:		Supervisor/Title:	
Start Date:	Termination Date:	Starting Position/Responsibilities:	
Company Address:		End base salary: \$ _____ Per _____	
Phone Number: _____		Additional comp \$ _____ Per _____	
		Reason for Leaving:	
List any Patents or Publications (Attach separate sheet if necessary.):			
Have you ever served in the U.S. Armed Forces? <input type="checkbox"/> Yes <input type="checkbox"/> No		Branch of Services:	

MILITARY

Provide at least three (3) names of former supervisors / individuals who are familiar with your work capabilities.
 List two professors if you are a student.

*Check the boxes of professional references you are authorizing us to contact upon the date of signing this document.

REFERENCES

Professional Reference (Name)	Position Title / Company	Telephone
<input type="checkbox"/> *Yes, I authorize you to contact now		() -
<input type="checkbox"/> *Yes, I authorize you to contact now		() -
<input type="checkbox"/> *Yes, I authorize you to contact now		() -

If hired, this application will become part of your official employment record.

List any other LAST NAME /NICKNAME used:	Applicant Signature:	Date:



APPLICANT'S CERTIFICATION AND ACKNOWLEDGEMENT

1. I understand that any offer of employment I receive regarding certain job positions may be conditioned on satisfactory completion of a medical examination and/or drug and alcohol testing prior to employment should the Company condition my offer of employment upon successful completion of such an examination or testing.
2. I hereby certify, under penalty of perjury, that all of the information in this application of employment is true and complete, and I understand that any misrepresentation, falsification or omission of information may result in the denial of employment or, if hired, may result in my immediate dismissal regardless of the time elapsed before discovery.
3. Unless otherwise indicated in my application, I authorize the Company to contact my former employers, references, and all other persons and organizations for information bearing upon my qualifications and suitability for employment. I further authorize my former employers, references, schools and any other organization to disclose to the Company (without giving me prior notice of such disclosure) any and all information about my previous employment and education, along with other pertinent information they may have.
4. I expressly agree and understand that, if employed with Alliant, unless otherwise specifically provided for in a written employment agreement; my employment is for an unspecified term and is at-will. Therefore, my employment can be terminated, with or without cause, and with or without prior notice, at any time, at my option or at the Company's option. Although other terms or conditions of my employment may change, this at-will employment relationship will remain in effect throughout my employment. I also understand that this aspect of my employment, which includes the Company's right to demote or otherwise discipline me with or without cause or prior notice, may not be changed, modified, amended or rescinded except by an individual written agreement signed by both me and either the Chief Executive Officer, Chief Financial Officer or the Chief Operations Officer.
5. Except as required in the performance of my duties, I understand and agree that if I am hired I will not at any time during or after my employment use, disclose or disseminate any confidential information or any other information of a secret, proprietary, or generally undisclosed nature relating to the Company or its products, services, customers, employees, plans or procedures. I agree to deliver to the Company any and all copies of confidential information, or other Company property, upon termination of the employment relationship or at any time upon the Company's request. I also agree not to solicit employees of the Company either during my employment or for two years after my employment termination.
6. The statements above supersede and replace any prior understanding or discussions I have had with the Company and set forth the complete agreement between the Company and me regarding these matters.

I certify that I have read, fully understand and accept all of the above terms and statements.

Print Name: _____

Signature of Applicant: _____ Date: _____



PROSPECTIVE EMPLOYEE DEPARTURE PROTOCOLS

This will confirm that Alliant has commenced discussions with you which may lead to employment with Alliant. Alliant has implemented the following rules and procedures that you need to follow to ensure that you are not in breach of any duty to your current or former employers:

- **Discussions Re Your Current or Former Employment:** During the interview process and thereafter, you must not misappropriate, use or disclose any protectable "trade secret" or "confidential information" of your current or former employer.
- **Fiduciary Duties to Current Employer:** If you are currently employed during your discussions with Alliant, you must continue to serve your current employer's best interests while working for your current employer. This means that you should perform your duties faithfully and for the sole benefit of your current employer, and not attempt to save opportunities for potential employment with Alliant. During this employment period with your current employer, you should also avoid speaking with other employees of your current employer about your potential departure, and you should not encourage any other employees to come with you to Alliant.
- **Prior Employer's Property/Information:** If you are currently employed during your discussions with Alliant, at the time you leave or terminate your employment, you must return to your current employer all employer property and all business information in tangible form that you brought to or acquired during your employment that constitutes protectable "trade secrets" or "confidential information."

If you have any of your current employer's protectable "trade secrets" or "confidential information," including emails on a personal computer (which for purposes of this protocol includes tablets, laptops, iPads, etc.), or mobile phone, or electronic cloud (e.g., personal email accounts, cloud accounts, etc.), then before deleting that information, print out any of your current employer's emails and documents, and leave the printed emails and documents on your desk. If your current employer wishes to inspect your personal computers to ensure that all of its protectable "trade secrets" and "confidential information" have been deleted, please advise us immediately so that we may coordinate with your current employer's legal counsel the protocol by which your personal computers will be inspected. Information that is readily ascertainable through public sources, such as the identity, location, and contact information for past, present, or prospective customers, may not qualify as protectable "trade secrets" or "confidential information."

In sum, at the time you terminate employment, you must not have in your possession, custody, or control, any of your former employer's protectable "trade secrets" or "confidential information" in the form of files, records, or documents, whether they are in hard copy form (for example, printed or photographic) or stored on electronic media whether a computer, mobile phone, flash drive, external hard drive, CD, DVD, or any other device capable of storing digital data, including cloud storage.

Leave any employer-owned mobile phone or computer on your desk at the time of your departure. If you choose to delete any personal information on such devices, please be careful not to delete any information that belongs to your current employer. If you are not absolutely sure whether the information belongs to you or your current employer, please err on the side of caution and do not delete the information.

In the event you discover any of your former employer's protectable "trade secrets" or "confidential information" in your possession after your employment has terminated, do not destroy or delete such information. Instead, give the information to Alliant's counsel who will deal with it appropriately. Finally, do not attempt to access your former employer's protectable "trade secrets" or "confidential information" at any time after your employment has terminated.

- Former Employer's Trade Secret Information: In performing work for Alliant, you are not to misappropriate, use or disclose any of your former employer's protectable "trade secret" or "confidential information." If there is any doubt as to the nature of the information and your obligations with your former employer, you should contact your counsel or Alliant's counsel.

- Contact with Former Co-Workers: If you have an employee non-solicitation agreement with your current employer, you are not allowed to contact any employee of your current employer for the purpose of soliciting them to become employed by Alliant. However, after your employment has terminated with your current employer, if you are contacted by a former co-worker regarding possible employment with Alliant, tell them only that if they are interested in employment with Alliant they must contact Alliant Recruiting at 1-877-901-9473. You should not say or do anything to encourage your former co-workers to join you at Alliant.

This will confirm that you have assured us that you will comply with these departure protocol rules and procedures.

AGREED:

DATE: _____

Signature of Prospective Employee

Printed Name

Applicant Invitation to Self-Identify



Name: _____

Position Applying For: _____

Date: _____

Alliant Insurance Services, Inc. is a Federal contractor and an Equal Opportunity Employer. Alliant is subject to Executive Order 11246, which requires government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. In addition, we are subject to Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment protected veterans. In order to comply with these laws, Alliant invites applicants to voluntarily self-identify their gender, race/ethnicity and protected veteran status. Alliant does not discriminate on the basis of race, religion, color, sex, age, protected veteran status, non-disqualifying physical or mental disability, national origin, genetic information, or any other basis covered by appropriate law. All employment is decided on the basis of qualifications, merit, and business need.

Submission of this information is **voluntary** and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.

Check one of the following:

Male

Female

I choose not to self-identify

Check one of the following race/ethnic groups defined on the following page:

Hispanic or Latino

White (Not Hispanic or Latino)

Black or African American (Not Hispanic or Latino)

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)

Asian (Not Hispanic or Latino)

American Indian or Alaska Native (Not Hispanic or Latino)

Two or More Races (Not Hispanic or Latino)

I choose not to self-identify

Check one of the following:

I identify as one or more of the classifications of protected veterans as defined on the following page

I am not a protected veteran.

I choose not to self-identify

Personal and Confidential

This page contains sensitive information, store in secure "Affirmative Action Forms" files, separately from personnel records.

Ethnicity and Race Definitions

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - A person who identifies with more than one of the above five races.

Protected Veteran Definitions

- **Disabled Veteran** - one of the following:
 - a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
 - a person who was discharged or released from active duty because of a service-connected disability.
- **Recently Separated Veteran** - any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.
- **Active Duty Wartime or Campaign Badge Veteran** - a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
- **Armed forces service medal veteran** - a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Alliant Insurance Services, Inc.
2. Address of Contractor: 1050 Wilshire Dr., Suite 210, Troy, MI 48084
- _____
- _____
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 _____ (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.

Deepra G. Cook (Printed Name) Senior Vice President (Title)
Deepra Cook (Signature) 9/10/14 (Date)

Subscribed and sworn to before me
this 10th day of SEPTEMBER
Elyse Albrecht
Notary Public, _____ County, Michigan
My Commission expires: _____

ELYSE ALBRECHT
Notary Public - Michigan
Macomb County
My Commission Expires Nov. 3, 2014



USER NAME	PASSWORD
<input type="text"/>	<input type="text"/>
Forgot Username?	Forgot Passwu

[HOME](#) [SEARCH RECORDS](#) [DATA ACCESS](#) [GENERAL INFO](#) [HELP](#)

Search Results

Your search results represent the broadest set of records that match your criteria. You may get entity registration records that are still in progress submitted, but not yet activated. Check the record status of each result and use the Search Filters to narrow your results.

Of note, some entities have chosen to opt out of public display. Even if they are registered in SAM, you will not see their entity registration record search. You can only see them if you are logged in as a Federal Government user.

If you want to perform a new search, be sure to use the Clear Search button to remove your results. If you have a SAM user account and are logged in, use the Save Search button to run your current search again at a later time.

[Important message regarding exclusion searches.](#)

Current Search Terms: **alliant* insurance***

[Clear Search](#)

TOTAL RECORDS: 1 [Save PDF](#) [Export Results](#) [Print](#)

Result page 1 of 1 Sort by [Modified Date](#) Order by [Descending](#)

- [Glossary](#)
- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Functional Area](#)
- [By Functional Information](#)

FILTER RESULTS

By Record Status

Active

Inactive

By Functional Area

Entity Management

Performance Information

[Apply Filters](#)

Note: Filters are case sensitive

Your search for "Alliant* insurance*" returned the following results...

Entity:	ALLIANT INSURANCE SERVICES, INC.	Status: Active <input type="checkbox"/>
DUNS:	073037200	CAGE Code: 55P52
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	03/05/2015	Delinquent Federal Debt?:
Purpose of Registration:	All Awards	

[View Details](#)

Result page 1 of 1 [Save PDF](#) [Export Results](#) [Print](#)





CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1008
DETROIT, MICHIGAN 48226
PHONE 313•224•4600
FAX 313•628•1160
WWW.DETROITMI.GOV

September 9, 2015

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the RECESS Session of the week of August 3, 2015

Please be advised that the Contract submitted on Thursday, July 30, 2015 for the City Council RECESS Agenda for the week of August 3, 2015 has been amended as follows:

1. The contractor's **amount** was submitted incorrectly to Purchasing by the Department. Please see the corrections below:

Submitted as: Page 1

RISK MANAGEMENT

2902499 100% City Funding – Insurance Broker – To Provide Citywide Property and Casualty Insurance – Contractor: Alliant Insurance Services, Inc., Location: 1050 Wilshire Drive, Suite 210, Troy, MI 48084 – Contract Period: September 24, 2015 through June 30, 2018 – Contract Amount: \$16,391,264.00

Should read as: Page 1

RISK MANAGEMENT

2902499 100% City Funding – Insurance Broker – To Provide Citywide Property and Casualty Insurance – Contractor: Alliant Insurance Services, Inc., Location: 1050 Wilshire Drive, Suite 210, Troy, MI 48084 – Contract Period: September 24, 2015 through June 30, 2018 – Contract Amount: **\$6,845,858.00**

Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/zh

BY COUNCIL MEMBER: _____

RESOLVED, that CPO# 2902499 referred to in the foregoing communication dated week of September 9, 2015, be hereby and is approved.