

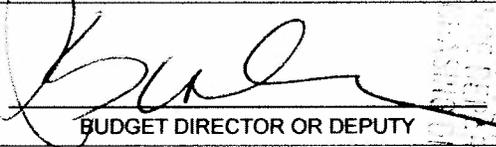
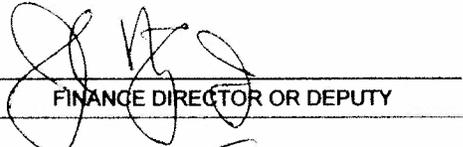
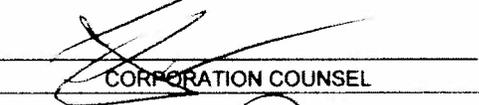
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2904245
 STANDARD PO NUMBER

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) CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED x PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT PUBLIC LIGHTING	
FUNDING SOURCE (Percent) FEDERAL 0% STATE % CITY % OTHER 100%	DEPARTMENT CONTACT PERSON DANIEL WOITULEWICZ	PHONE NO. 267-7302	REVISION
CONTRACTOR'S NAME: UTILITY RESOURCE GROUP - URG		DATE PREPARED 06FEB2015	REVISION
CONTRACTOR'S ADDRESS: 6808 19 1/2 MILE ROAD Sterling Heights, MI 48314	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE x TOTAL CONTRACT AMOUNT \$2,700,000.00 TOTAL CPO AMOUNT \$2,700,000.00 CHANGE AMOUNT		
PHONE NO. 586-803-3516	X CORPORATION PARTNERSHIP <input type="checkbox"/> INDIVIDUAL		
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 45-0557275		MINORITY FIRM <input type="checkbox"/> YES x NO	
PURPOSE OF CONTRACT: MAINTENANCE OF ELECTRIC SERVICE FROM DTE ENERGY TO PUBLIC LIGHTING AUTHORITY AND EMERGENCY RESPONSE FOR DOWNED POLES, WIRES, AND TRAFFIC SIGNAL OUTAGES			
CHARGE ACCOUNT: 1000 - 380200 - 000000 - 617900 - 00128 - 000000 - 00000			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	
	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input checked="" type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	FEB 20 2015 15 FEB 25 PM 3:50
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	
EB 23 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	2/23/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	2/25/15
	PURCHASING DIVISION FEB 24 2015  PURCHASING DIRECTOR	3/27/15
CITY OF DETROIT CONTRACTS SECTION CITY COUNCIL APPROVAL JCC REFERENCE: PAGE <u> </u> DATE <u>MAR 03 2015</u>		

RECEIVED

MAR 23 2015

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: March 3, 2015

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

There were no contracts, approved at the February 24, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

87073	Hagar Marcella Davis	\$19,440	GENERAL SERVICES
	Submitted in the List and Referred February 17, 2015.		
2900248	Fink & Associates	\$200,000	LAW
	Submitted in the List and Referred February 24, 2015.		
86798,Amend.	Ali Alfarajalla (Benson)	+ \$4,004 to \$28,182	CITY COUNCIL
	Submitted in the List for March 3, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .		

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Reported by the Planning and Economic Development Committee:

2893862,Amend.1	Coal.on Temp.Shelter (COTS)	+ \$75,000 to \$210,000	PLAN.& DEVELOPT
	Submitted in the List and Referred February 24, 2015; Approved with <i>WAIVER</i> .		

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 3, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee:

2904245 Utility Resource Group \$2,700,000 PUBLIC LIGHTING
Walked on as Special Letter, dated March 3, 2015; Moved to New Business.

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of March 3, 2015 and the Vote was **POSTPONED FOR 1 WEEK**.*

Reported by the Internal Operations Committee:

87020,Amend.1 Douglas Baker + \$5,106 TO \$114,106 LAW
Submitted in the List and Referred February 17, 2015; Correction referred Feb. 24, 2015.

*The following contracts were **REFERRED** on February 24, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

No Contracts Referred

Referred to Internal Operations Committee:

2894543,Emg.Pcmt. Professional Service Ind. GENERAL SERVICES
2880110,Amend.1 Cummings,McClore,y,Davis&Acho LAW

Referred to Neighborhood and Community Services Committee:

2617781,Amend.1 Detroit 300 Conservancy RECREATION

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 3, 2015

Page 3

*The following contracts were **REFERRED** on March 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2874673,Purch.Incr.	Enterprise Uniform	FIRE
2793738,Ext.	Apollo Fire Equipment	FIRE
2805136,Amend.	Pierce,Monroe & Assoc.	MUNICIPAL PARKING
2885985,Renew	IPS Group	MUNICIPAL PARKING
2878424,Renew	Cadillac Asphalt	PUBLIC WORKS

Contracts that are currently HELD for review, discussion or report to the Standing Committees.

HELD in Internal Operations Committee

2888170,Amend.2 Aquarius Professional Staff. + \$465,712 to \$1,925,712 GENERAL SERVICE
Submitted in the List and Referred February 17, 2015; Correction Referred Feb. 24, 2015.

87096 Maurice Cox \$17,400 MAYOR'S OFFICE
Submitted in the List and Referred February 24, 2015; Report requested from LPD.



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

March 3, 2015

HONORABLE CITY COUNCIL:

SPECIAL LETTER

PUBLIC LIGHTING

2904245 100% Other Funding – To Provide Maintenance of Electric Service from DTE Energy to Public Lighting Authority and Emergency Response for Downed Poles, Wires and Traffic Signal Outages – Contractor: Utility Resource Group – URG, Location: 6808 19 ½ Mile Road, Sterling Heights, MI 48314 – Contract Period: February 2, 2015 through February 2, 2018 – Contract Amount: \$2,700,000.00

The Purchasing Division of the Finance Department recommends contracts as outlined above.

The approval of your Honorable Body and a Waiver of Reconsideration are requested.

Respectfully submitted,

Boysie Jackson
Chief Procurement Officer

BJ/zh
cc: Aliyah Sabree
Lena Willis

BY COUNCIL MEMBER: _____

RESOLVED, that Contract #2904245 referred to in the foregoing communication dated March 3, 2015 be hereby and are approved.

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND
Utility Resource Group, LLC (URG)
CONTRACT NO.
2904245



CONTRACT PROVISIONS

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**CITY OF DETROIT
SERVICES CONTRACT**

This Services Contract ("Contract") is entered into by and between the

City of Detroit, a Michigan municipal corporation, acting by and through its Public Lighting
(name of department)

Department ("City"), and Utility Resource Group, a _____
(name of contractor) (state of the union)

LLC, with its principal place of business located at
(form of business, e.g. corporation, LLC)

6808 19 1/2 Mile Rd., Sterling Heights MI 48314 ("Contractor").
(complete address)

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.

- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.
Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

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

- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on _____.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

Data To Be Furnished Contractor

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

Article 6.

Contractor Personnel and Contract Administration

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.

6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

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

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

Article 7.

Compensation

7.01 Compensation for Services provided shall not exceed the amount of \$2,700,000.00 Thousand and 00/100 Dollars (_____), 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.

7.02 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:

(Name) Beau Taylor
(Title) Director PLD
(Address) 1340 Third
Detroit, Michigan 48226 (ZIP Code)
Telephone: (313) -267-7302
Facsimile: (313) _____

The City employee from whom payment should be requested is:

(Name) Beau Taylor
(Title) Director PLD
(Address) 1340 Third
Detroit, Michigan 48226 (ZIP Code)
Telephone: (313) -267-7302
Facsimile: (313) _____

Article 8.

Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.
Indemnity

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

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

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

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

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10.

Insurance

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

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- (d) Automobile Liability Insurance \$1,000,000.00 combined single limit
(covering all owned, hired and for bodily injury and property damage
personal and property protection
insurance, including residual
liability insurance under Michigan
no fault insurance law)

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

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

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

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without 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.

10.08 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.

10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.

Default and Termination

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

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

(1) The Contractor fails to begin work in accordance with the terms of this Contract; or

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or
- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or
- (12) The Contractor admits its inability to pay its debts generally as they become due.

- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

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

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

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

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

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

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

**Article 12.
Assignment**

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

**Article 13.
Subcontracting**

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

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

13.03.1 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

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

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

Article 14. Conflict of Interest

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

- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.

Confidential Information

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

Article 16.
Compliance With Laws

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

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

Article 17.
Amendments

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

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

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

Article 18.

Fair Employment Practices

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

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

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

Article 19.

Notices

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

If to the _____ Department on behalf of the City:

City of Detroit

Department of _____

Detroit, MI _____

Attention: Mr./Ms. _____

If to the Contractor:

Utility Resource Group
6808 19 1/2 Mile Rd. Sterling Heights, MI 48314
Attention: Mr./Ms. Vincent Floyd

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

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

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

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

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

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

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

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

Article 22.
Waiver

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

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

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

Article 23.
Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

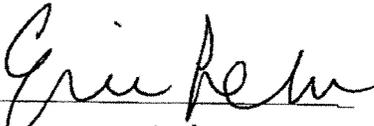
23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

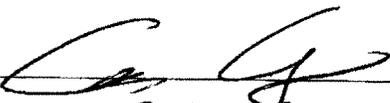
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

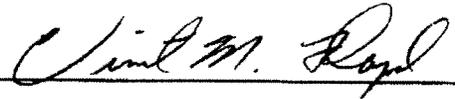
The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. 
Name Eric Lehr

2. 
Name Cedrus Casey

Contractor:

By: 
Name VINCENT M. FLOYD

Its: PRESIDENT
Title

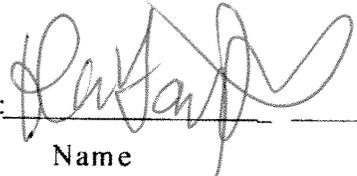
Witnesses:

1. 
Name

2. 
Name

City of Detroit

PUBLIC LIGHTING Department:

By: 
Name

Its: PLD ADMINISTRATOR
Title

CITY ACKNOWLEDGMENT

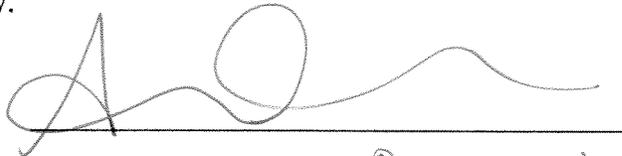
STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 6th day of February,
20 15, by Beau Taylor
(name of person who signed the contract)

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

of Public Lighting Department
(complete name of the City department)

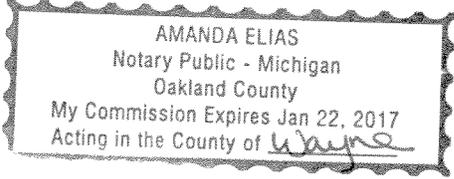
on behalf of the City.



Notary Public, County of Oakland

State of Michigan

My commission expires: 1/22/17



**LIMITED LIABILITY COMPANY
ACKNOWLEDGMENT**

STATE OF MICHIGAN)
)SS.
COUNTY OF MAUMBA)

The foregoing contract was acknowledged before me the 19TH day of DECEMBER,
2014, by VINCENT M. FLOYD,
(name of person who signed the contract)
the PRESIDENT,
(title of person who signed the contract as it appears on the contract)
of UTILITY RESOURCE GROUP, LLC,
(complete name of the limited liability company)
on behalf of the limited liability company.

Natiera Burton
Notary Public, County of Genesee
State of Michigan
My commission expires: 7-28-2017

LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

I, VINCENT M. FLOYD, a Manager or Member of
(name of manager)

UTILITY RESOURCE GROUP, L.L.C., a limited liability company (the "Company"), **DO HEREBY**
(name of company)

CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

VINCENT M. FLOYD

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

IN WITNESS THEREOF, I have set my hand this 19TH day of DECEMBER, 20 14.
COMPANY SEAL
(if any)

Vincent M. Floyd

Manager or Member

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

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on February 2, 2015 and shall terminate on February 2, 2018. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description: Contract Locating Services

Project Objective: Protection of Underground Facilities, Compliance with Miss Dig Statute

Project Schedule: 24/7, 365

Project Materials: Marking Paint and Flags,

Project Coordination:

Contractor shall receive and record Locate Requests from the Michigan Miss Dig System, Inc. organization during normal service hours consistent with the Michigan Miss Dig System, Inc. organization and City of Detroit service requirements, but should be no less than Monday through Friday, (7:00 a.m. through 5:00 p.m. EST), except for holidays observed by the Michigan Miss Dig System, Inc. organization or City of Detroit. (Normal hours for Miss Dig are Monday through Friday, 7 AM through 4PM EST)

Contractor shall complete the requirements of a Normal Locate Request within three (3) business days of receiving the Locate Request.

Contractor shall receive and record Emergency Locate Requests at any time of any day.

All Emergency notices shall be responded to within three (3) hours of receipt by Contractor, unless otherwise required by law or regulation to be sooner, unless otherwise agreed to with requesting party or excavator.

Contractor shall provide all communication circuits and equipment required to receive requests from the Michigan Miss Dig System, Inc. organization. City of Detroit shall be responsible for all other contractual and cost obligations from the Michigan Miss Dig System, Inc. organization.

Contractor shall be responsible for making arrangements with all Excavators for Locate purposes

and closing Miss Dig tickets.

All Locate Requests shall be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate.

All Excavators shall be called as soon as possible to confirm requested time of appointments or to make appropriate arrangements, as required.

Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, photographing, dispatching, reporting, monitoring and closing out of Notice of Excavation.

When the Underground Facility is "Identifiable, but Un-locatable", Contractor must report the case to the Owner for information. The Contractor will then determine the course of action to be taken. If, no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of City of Detroit and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy. No more than one percent (1%) of the locate tickets per month shall be reported to the Owner as "Un-locatable". The charge assessed by the Contractor for the "Un-locatable" ticket shall be reduced by 50% as deemed by the Owner. (Remove the 1% limit as well as the 50% unit price deduction for "Un-locatable" facilities. The percentage of un-locatable facilities will be evaluated over the first 60 days of the agreement to establish the threshold and potential unit price deduction)

If requested by City of Detroit, Contractor shall provide additional services, such as Site Surveillance (standby protection), or Extended Locate. (Site Surveillance (standby protection) will be charged at the hourly rate provided in the attached fee schedule. Multiple Locations or Extended Range Tickets are charged one unit price for every 500 feet of frontage requested for staking. If the request exceeds 500 feet and is less than 1000 feet, we would charge an additional unit, and so on. If the locate requires more than one hour of staking, we may request our hourly rate for that ticket.

Additional visits to the Excavation Site required due to Contractor's unsatisfactory performance shall not be treated or considered as an additional ticket. (All other additional visits will be charged at the same rate according to the ticket type that the restake is (Normal, Emergency, etc.)

Contractor shall at all times afford City of Detroit access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.

Contractor shall acknowledge that City of Detroit's maps may not be available and to the extent that maps are available, they do not reflect the actual physical location of Underground Facilities and may not exist for all installations. (Utility Resource Group can not accept liability for unmapped or private facilities, including sewer and water services).

Contractor shall be responsible to notify City of Detroit, of any discrepancies or omissions in the City of Detroit-provided records, to the extent Contractor can determine the discrepancies and omissions.

Contractor shall be solely responsible for determining the existence of Underground Facilities including water mains, sewers, water service leads, and sewer service leads. (Remove water

service leads, and sewer service leads.)

Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of this Statement of Services.

Project Location: City of Detroit

Project Deliverables: Underground Utility Locating, Electronic Record Storage

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EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Two Million, Seven Hundred Thousand and 00/100 Dollars (\$2,700,000 . 00___), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

At the City's request, Contractor will pay annual Miss Dig Fees directly and be reimbursed by the City (including 15% handling fee) within thirty days following payment.

III. Project Billing

Please see attached Billing Rates.

December 1, 2014

Utility Resource Group, LLC (URG) Pricing Proposal

Price per Normal Ticket (Monday – Friday, 7AM – 4PM) \$11.31 per Ticket

Price per Emergency Ticket

(Weekends, Holidays, 3 Hour, and After Hours M – F 4:01PM – 6:59 AM) - \$18.97 per Ticket

Hourly Rate - \$46.45. This rate would apply to ongoing, project, or extended range tickets.

Damage Investigation Hourly Rate - \$46.45

Daily Rate (Per person per 8 hours) - \$370.80

Thank you,

Vincent M. Floyd

President

Utility Resource Group, LLC

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date Received: 00/00/2014

Date: 02/12/2015 Department PLD Division: Administration

Contact Person: Daniel Woitulewicz Phone No.: 313-267-7302

Description: Flagging of underground wires and cables to prevent property damage, injury, and death when outside entities are required to dig in city owned rights of way.

brief explanation of function or need of the goods/services

Contract No.: 2904245 PO Type: CPO Est. Value: \$ 2,700,000.00

Contract Term (if applicable): 03/01/2015 to 03/01/2018

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

Recommended Supplier: Utility Resource Group – URG Required Date: 03/01/2015

1. The business being awarded is **NEW** if a renewal, provide justification for renewal: _____
2. Was the product or service competitively bid? Yes No Sole response
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: _____
3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: None available
4. Were savings achieved?
 Yes Amount \$ _____ No

5. Does this agreement represent an increase? No
 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 X No
 If yes please list: _____
7. Is this good/service used by other departments? X Yes No
 If "yes" can this Req/PAR be combined other department requirements? Yes X No
8. Is this a service that can be performed by City employees? Yes X No
 Is this a service that City employees can be trained to do? Yes X No It would take longer to train new employees to do the work than the work will be required.

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ___ No ___

PLACE ON FINANCIAL REVIEW COMMISSION AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____

(Department)

DATE: _____

INFORMATION PROVIDED BY: _____

TITLE: _____

PHONE: _____

JAN 06 2015



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: FINANCE Purchasing

E-MAIL ADDRESS: Norris W @ Detroit Mi. GOV

CONTACT NAME: Wesley Norris PHONE: 313-4611 FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit For: Individual or
Income Tax Division Company Name UTILITY RESOURCE GROUP LLC
Coleman A. Young Municipal Center Address 6808 19 1/2 Mile Wm
2 Woodward Avenue, Ste. 512 City STERLING HEIGHTS
Detroit, MI 48226 State MI Zip Code 48314
Phone: (313) 224-3328 or 224-3329 Telephone 586-803-3516 Fax # 586-803-3517
Fax: (313) 224-4588 E-mail Address VINCENT.FLOYD@UTILITYRESOURCEGROUP.COM

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)
VINCENT M. FLOYD Telephone # 586-803-3516
 Fax # 586-803-3517

Employer Identification or Social Security Number 45-0557275 Spouse Social Security Number _____

Nature of Contract UNDERGROUND UTILITY BID CONTRACT AMOUNT (if known):
LOCATING / STAKING / FLAGGING SUES. Labor: \$ _____ Material: \$ _____
 Contract # (if known) _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

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 16 2015 Expires JAN 16 2016
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

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

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

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 UNDERGROUND UTILITY LOCATING
Contract Amount _____

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

Business Name UTILITY RESOURCE GROUP LLC

Business Address 6808 19 1/2 MILE ROAD SPENCING HTS, MI 48314

Ward/Item # N/A

F.I.D. NO. 450557275

City Personal Property I.D. # N/A

Owner(s) Name VINCENT M. FLOYD

Owner(s) SS# 362 827484

Contact Person VINCENT M. FLOYD

Phone Number 313-803-3516

Fax Number 313-803-3517

Owner(s) Home Address 49751 WEST CENTRAL AVE
BIRMINGHAM TWP, MI 48317 () Lease Own

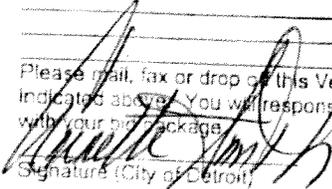
Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied () Denied () Denied () Denied
() Approved Approved Approved Approved

Comments: _____

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) 

JAN 06 2015

Date

AUG 30 2015

Expiration Date

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES



REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

I, being a duly authorized representative of UTILITY RESOURCE GROUP, (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) RFP 49252

Duration of Covenant 2/1/15 to 2/1/16

Printed Name of Contractor/Organization UTILITY RESOURCE GROUP LLC
(Type or Print Legibly)

Contractor Address 608 1 1/2 MILE
STERLING HTS. MICHIGAN 48314
(City) (State) (Zip)

Contractor Phone/E-mail 586-803-3516 VINCENT.FLOYD@UTILITYRESOURCE
(Phone) (E-mail) GROUP.COM

Printed Name & Title of Authorized Representative VINCENT M. FLOYD PRESIDENT

Signature of Authorized Representative: Vincent M. Floyd

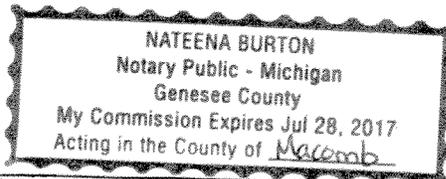
Date: 12/18/14

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

Signature of Notary: Nateena Burton

Printed Name of Seal of Notary: Nateena Burton

My Commission Expires: July 1 28 2017



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

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

Hiring Policy Compliance Affidavit

I, VINCENT M. ROYI, being duly sworn, state that I am the PRESIDENT
_____ of UTILITY RESOURCE GROUP, LLC
Title Name of Bidder Corporation or Other Business Entity

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

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

SIGNED,

Vincent M. Royi
Title: PRESIDENT Date: 12/1/14

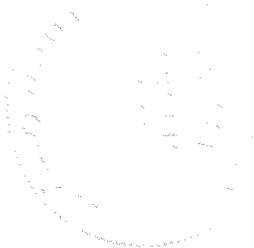
STATE OF MICHIGAN)
COUNTY OF MACOMB) SS

The foregoing Affidavit was acknowledged before me the 1st day of DEC, 2014,
by VINCENT M. ROYI.

Nateena Burton
Notary Public, County of Genesee

State of Michigan

My commission expires: 7-28-2017





APPLICATION FOR EMPLOYMENT (Please Print Clearly)

[Empty box for application number]

UTILITY RESOURCE GROUP, LLC

UTILITY RESOURCE GROUP, LLC

This Company and its affiliates (the "Employer") is an equal opportunity employer and does not discriminate against otherwise qualified employees or applicants on the basis of race, color, creed, religion, ancestry, age, sex, marital status, national origin, disability or handicap, or veteran status. All activities relating to employment including recruitment, testing, selection, promotion, training and termination shall be conducted in a nondiscriminatory manner. The Employer cooperates fully with all organizations that are established and organized to promote Equal Employment Opportunity.

Internal Use Only
EEO Job Category:
() 1 Officials/Manager () 2 Professionals () 3 Technicians () 4 Sales () 5 Office/Clerical
() 6 Craft Workers () 7 Operatives () 8 Laborers () 9 Service Workers
Vacation Accrual: Sick Accrual: WC Code:
Company ID#: Date Received: Initials:

Employer Portion (This section to be completed by the employer)

Company Name:
Employee's Job Title: Department:
Hire Date: Date Employee Begins Work:
Pay Rate: Per: Standard Hrs/Pay Period:
Primary Pay Type (Check only one):
() Hourly () Salaried Exempt () Salaried Non-Exempt () Commission () Piecework () Other:
Employee Works:
() Full Time () Part Time
Authorizing Signature: Date:
Title:

Employee Portion (This section to be completed by applicant)

I. General Information

Name (Last, Middle, First): Social Security Number:
Address /Apt# /P.O. Box: County:
City: State: Zip:
Home Phone: Email Address:
Emergency Contact Name /Relationship: Phone Number:
Are you legally eligible for employment in the United States? () Yes () No
If offered employment, you will be required to provide documentation to verify eligibility.

Are you able to perform all the essential function and duties required of the position for which you are applying, with or without reasonable accommodation? () Yes () No
 If under age 18, please state your age, _____ and attach work permit.

II. Employment History

Date (Month & Year)	Present Employer's Name Address & Phone No.	Supervisor's Name And Title	Position / Duties	Salary (starting and ending)
Start				-----
End				

Reason for Leaving: () Resigned () Discharged () Laid Off () Other:

Date (Month & Year)	Employer's Name Address & Phone No.	Supervisor's Name And Title	Position / Duties	Salary (starting and ending)
Start				-----
End				

Reason for Leaving: () Resigned () Discharged () Laid Off () Other:

Date (Month & Year)	Employer's Name Address & Phone No.	Supervisor's Name And Title	Position / Duties	Salary (starting and ending)
Start				-----
End				

Reason for Leaving: () Resigned () Discharged () Laid Off () Other:

May we contact the employers listed above? () Yes () No If no, please explain why?

III. Education

High School Attended:

Name: _____ Address (City, State): _____

Grade of Completion: _____ Dates Attended: Start: (Month/year) _____ Ended: (Month/year) _____

College or Trade School Attended:

Name: _____ Address (City, State): _____

Degree or Diploma: _____ Dates Attended: Start: (Month/year) _____ Ended: (Month/year) _____

IV. Residential Address History

Please provide your addresses for the last seven (7) years.

1. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

2. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

3. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

4. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

5. 1. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

6. Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Dates of Residence: To: _____ From: _____

V. Authorization and Understanding

PLEASE SIGN THIS APPLICATION AND READ THE FOLLOWING STATEMENTS CAREFULLY.

A. Authorizations: My answers are complete and true to the best of my knowledge and belief. I acknowledge that any false statement or omission in answering the above questions may result in the rejection of my application or can result in immediate discharge and/or the termination of employment. I hereby release employer, previous employers, and all persons contacted from any and all liability for damages incurred while verifying the accuracy of the lawful information provided. In consideration of my employment, I agree to abide by all Employer and client rules and regulations. I acknowledge that, if employed, unless my employment becomes subject to a collective bargaining agreement, my employment and compensation will be at the will of Employer and can be terminated, with or without cause, and with or without notice, at any time, at the option of either Employer or myself. .

B. Workers' Compensation Claims: I shall report all work-related injuries and/or illnesses to the Employer as soon as possible following the incident. I understand that the processing of such claims will be done by the Employer's workers' compensation insurance carrier and that any compensation due to me shall be paid by Employer's workers' compensation insurance carrier.

C. Trade Secrets: The term "Confidential Information" means all information belonging to or used by Employer or its clients related to internal operations, procedures and policies, business strategies, pricing, billing information, personnel information, customer contacts, sales information, employee lists, technology, software source codes, programs, costs, marketing plans, developmental plans, computer programs and system, security systems, and all other plans, proprietary information and trade secrets of every kind and character. Confidential information is the exclusive property of Employer and/or its clients. By virtue of being employed by Employer, certain confidential information has been and will be disclosed to me. These disclosures are made solely to assist me in the performance of my responsibilities. My right to use confidential information, and the extent thereof, is at Employer's sole discretion and such rights shall expire immediately upon the termination of my employment. I shall not, either during or after my employment with Employer, disclose any confidential information for any reason or purpose contrary to the interest of Employer or the client to which I am assigned. Upon termination of employment, I shall immediately return all property in my possession relating to Employer or the client's business.

D. Drug Testing and Physical Examinations: I understand that if my employment requires additional pre-employment criteria, such as a driver's records check, and/or a pre-employment drug test, and if I have been offered or started employment before any such investigation or test is completed, my employment, or continued employment, will be contingent on satisfactory results on all. It is Employer's policy to maintain a work place that is free from the effects of both legal and illegal drug and/or alcohol abuse. Employer may require drug testing of job applicants and employees. I understand a drug test may be required prior to employment, and based upon reasonable suspicion and/or a work-related accident during my employment. Refusal to take, altering the results of, or failing the drug test will disqualify me from consideration or continuation of employment. I also acknowledge that, if hired, I may be required to submit to medical /physical examinations when job related and consistent with business necessity.

I have read each section of the agreement and I accept the terms and conditions described.

X

Applicants Signature

Date of Signature

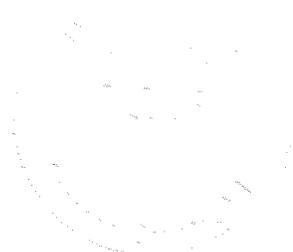
CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: UTILITY RESOURCE GROUP, LLC
2. Address of Contractor: 6008 19 1/2 MILE
STERLING HEIGHTS, MI 48314
3. Name of Predecessor Entities (if any): NA
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 2007 (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.

VINCENT M. FLOYD (Printed Name) PRESIDENT (Title)
Vincent M. Floyd (Signature) 12/1/14 (Date)

Subscribed and sworn to before me
this 1st day of NOVEMBER 2014

Natasha Burton
Notary Public, ~~Genesee~~ County, Michigan
My Commission expires: 7-28-2017





RANKING TEMPLATE

A. PHASE ONE CRITERIA

Creativeness to Proposal	25
Pricing Structure	25
Directly Related Experience	20
Partnerships	20
Economic Impact	10
Total Points	100

Presentation Ranking	
Utility Resource Group	
	25
	25
	20
	20
	10
	100
Rank	Score

Utility Resource Group 1 100.00

**CITY OF DETROIT BUDGET DEPARTMENT
CONTRACT TRANSMITTAL SHEET**

DEPARTMENT:	Public Lighting	LOG # 5248
CONTRACT:	2904245	DATE RECEIVED: 2/10/2015
NAME:	Utility Resource Group, LLC	CHANGE ORDER#: 000
ADDRESS:	Sterling Heights, MI	AMOUNT: \$2,700,000.00
PURPOSE:	Maintenance of Electrical Service from DTE Energy to Public Lighting Authority and Emergency Response for Downed Poles, Wires, and Traffic Signal Outages	

RECOMMENDATION	DATE COMPLETED <u>February 18, 2015</u>
<u> </u> Date Up Front	ANALYST <u>Valeria Wiggins</u>
<u> X </u> APPROVE	DATE RELEASED <u>FEB 20 2015</u>
<u> </u> DENY	MANAGEMENT COD _____
<u> </u> MANAGEMENT	
<u> </u> APPROVAL DATE:	

Please use space below to explain delay over five days.

Contract Summary: Contractor shall receive and record Locate Requests from the Michigan Miss Dig System, Inc. organization during normal service hours consistent with the Michigan Miss Dig System, Inc. organization, and City of Detroit service requirements to facilitate the protection of Underground Facilities, and Compliance with the Miss Dig Statute. This project consists of 24/7 and 365 day coverage.

Account String: 1000-380200-000000-617900-00128-000000-00000 – FA= (\$359,900.16)
APPRN FA=\$4,068,828.66

Original Contract: \$2,700,000.00
Contract Period: 3 Years (February 2, 2015 – February 1, 2018)
FY 2014/15 (February 2, 2015 – June 30, 2015) \$375,000
FY 2015/16 (July 1, 2015 – June 30, 2016) \$900,000
FY 2016/17 (July 1, 2016 – June 30, 2017) \$900,000
FY 2017/18 (July 1, 2017 – February 1, 2018) \$525,000

Note: All clearances are attached. Department provided missing City Acknowledgement page, completed signature page and the entered department name on page 1 (February 18, 2015).

Selection Criteria

Budget: **CODAMENDED** Amount Type: **Year To Date Extended**
Period: **JUN-15** Encumbrance Type: **ALL**
Account Level: **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> 1000 380200 000000 617900 0012	1,481,314.69	0.00	0.00	1,481,314.69
<input type="checkbox"/>				

OK

Encumbrance Amounts

Requisition: **0.00** Purchase Order: **0.00** Other: **0.00**

Account Description

General Fund-Street Lighting Main-DUMMY PROJECT FOR GL-Contract Svcs-Other-Street Lighting-Undefined Util

Selection Criteria

Budget **CODAMENDED**
 Period **JUN-15**

Amount Type **Year To Date Extended**
 Encumbrance Type **ALL**
 Account Level **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> BUDC-380180-T-P06100-00128-T	0.00	0.00	47,066.86	(47,066.86)
<input checked="" type="checkbox"/> BUDC-380180-T-P06200-00128-T	33,534.58	33,534.58	0.00	0.00
<input checked="" type="checkbox"/> BUDC-380190-T-P06100-00128-T	0.00	0.00	7,724.58	(7,724.58)
<input checked="" type="checkbox"/> BUDC-380190-T-P06200-00128-T	0.00	0.00	0.00	0.00
<input checked="" type="checkbox"/> BUDC-380190-T-P06300-00128-T	0.00	0.00	0.00	0.00
<input checked="" type="checkbox"/> BUDC-380200-T-P06100-00128-T	402,373.31	0.00	0.00	402,373.31
<input checked="" type="checkbox"/> BUDC-380200-T-P06200-00128-T	17,771,005.52	87,665.89	3,602,374.50	14,080,965.13
<input checked="" type="checkbox"/> BUDC-380200-T-P06300-00128-T	5,411,444.38	18,959.38	1,323,656.34	4,068,828.66

Encumbrance Amounts

Requisition **0.00** Purchase Order **0.00** Other **0.00**

Account Description

Budgetary Control Fu-Cables-Total-Total Employee Costs-Street Lighting-Total-Total