PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER # | STANDARD PO NUMBER | CONTRACT PO NUMBER 2905189

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 ☐ LEASE ☐ DEED
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

DEPARTMENT
FINANCE

FUNDING SOURCE (Percent)
FEDERAL % STATE % CITY 100% OTHER %

DEPARTMENT CONTACT PERSON
JOHN HILL

PHONE NO.
628-2535

REVISION | REVISION

CONTRACTOR'S NAME: **PIERCE, MONROE & ASSOCIATES**

DATE PREPARED
02/25/2015

CONTRACTOR'S ADDRESS:
1435 RANDOLPH STREET
SUITE 404
DETROIT, MI 48226

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE ☐
TOTAL CONTRACT AMOUNT **$895,050.00**
TOTAL CPO AMOUNT **$895,050.00**
CHANGE AMOUNT

PHONE NO. **(313) 967-4700**

☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: **86-1163772**

MINORITY FIRM ☐ YES ☒ NO

Purpose of Contract: **STAFF AUGMENTATION (27 WEEK PROJECT)**

CHARGE ACCOUNT:
3100-350118-000000-628500-13824-000000-00000

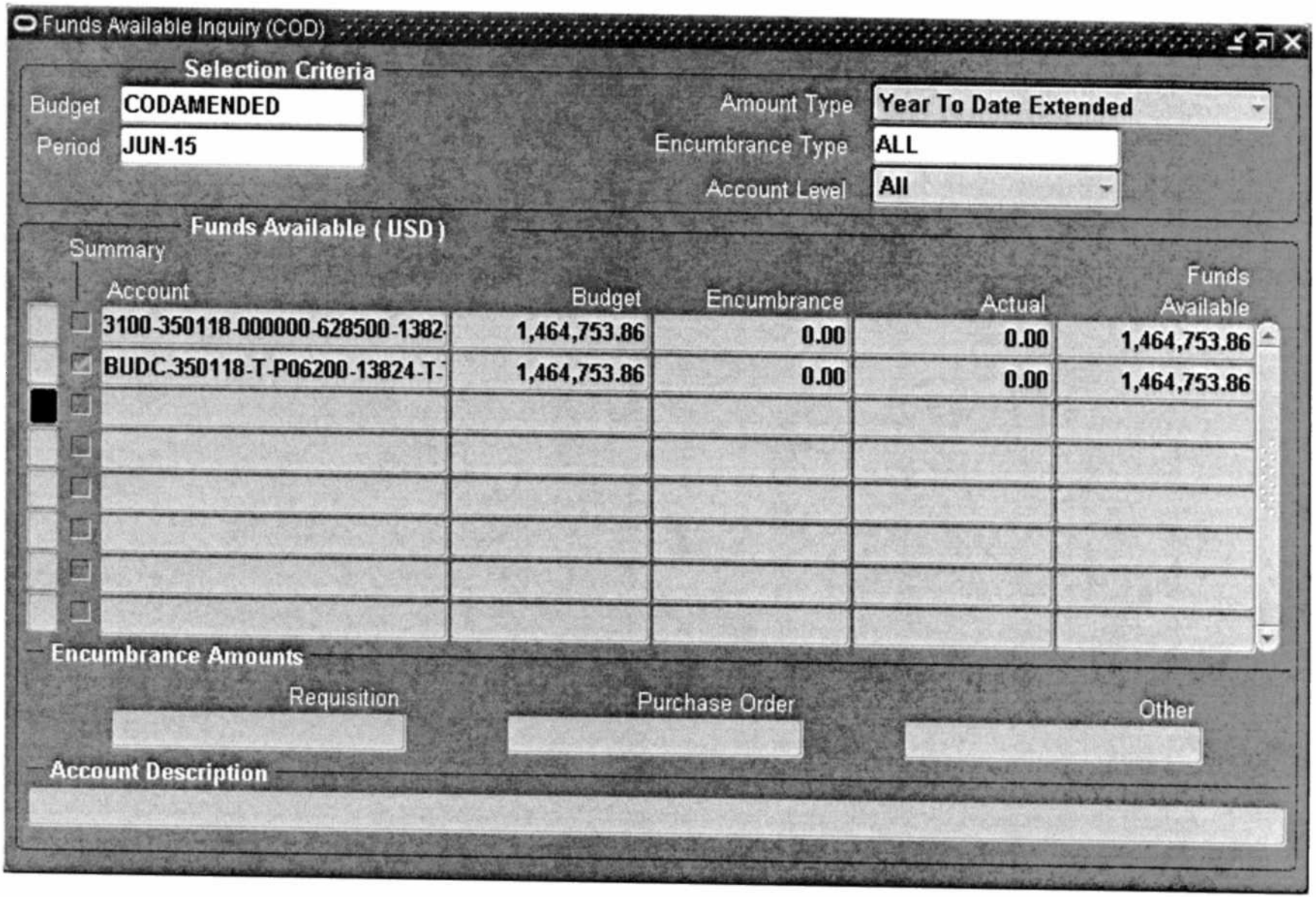
TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	
	BUDGET ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL GRANT ACCOUNTANT	
APR 06 2015	**FINANCE DEPARTMENT** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL FINANCE DIRECTOR OR DEPUTY	4/6/15
	LAW DEPARTMENT ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL CORPORATION COUNSEL	
	PURCHASING DIVISION PURCHASING DIRECTOR	4/21/15
	CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____	

COD-PO-15-0799

Use Only One Set For Each Contract Package

CFO Approval APR 01 2015

FRC APPROVAL APR 20 2015


Funds Available Inquiry (COD)
Selection Criteria
Budget
CODAMENDED
Period
JUN-15
Amount Type
Year To Date Extended
Encumbrance Type
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Account Level
All
Funds Available (USD)
Summary
Account
Budget
Encumbrance
Actual
Funds Available
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Encumbrance Amounts
Requisition
Purchase Order
Other
Account Description

SERVICES CONTRACT

BETWEEN

CITY OF DETROIT

AND

PIERCE, MONROE & ASSOCIATES, LLC

CONTRACT NO

2905189

CITY OF DETROIT
SERVICES CONTRACT

THIS SERVICE CONTRACT is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department ("City"), and Pierce Monroe & Associates, LLC , a Michigan Company, with its principal place of business located at : 535 Griswold, Suite #2200 Detroit, MI 48226

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, work orders approved by the City, 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, limited liability company,

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.

"Exhibit C" is the Prohibition of Discrimination in State Contracts whereby the Contractor agrees not to discriminate against an employee or applicant for employment.

"Exhibit D" is the Contractor Certification for Waiver of Owned Automobile Liability Insurance.

"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 pursuant to the highest applicable standards of professional care in the performance of the Services. 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 reasonable 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.

Article 4.
Contract Effective Date and Time of Performance

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

4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

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

Article 5.
Data To Be Furnished Contractor

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

Article 6.
Contractor Personnel and Contract Administration

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

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

6.03 When the City deems it reasonable to do so, the City may assign qualified City employees or others to work with the Contractor to complete the Services. If the Contractor determines that a City employee assigned to work with the Contractor on this Contract is unqualified with regard to the technical requirements of the Contract, the Contractor shall notify the City, in writing, providing detailed reasons why the City employee is technically unqualified to work along side the Contractor and how continuing to allow the City employee to do so would be detrimental to achieving the goals of the Contract. If the reasons provided by the Contractor are valid, the City will either replace the unqualified City employee with another City employee who is qualified, or will not replace the City employee at all. Nonetheless, it is expressly understood and agreed by the parties hereto that the Contractor shall remain ultimately responsible to the City for the proper completion of the Services performed by the Contractor.

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 **Eight Hundred Ninty-Five Thousand and Fifty Dollars ($895,050.00)** inclusive of expenses set forth in 'Exhibit B'.

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 reasonable 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 tortuous 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 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:

TYPE		AMOUNT NOT LESS THAN
(a)	Workers' Compensation	Michigan Statutory minimum
(b)	Commercial General Liability Insurance (Broad Form Comprehensive)	$1,000,000.00 each occurrence $2,000,000.00 aggregate
(c)	Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	$1,000,000.00 combined single limit for bodily injury and property damage

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

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. The City shall have the right to assess liquidated damages during this cure period if the event of default is a failure to complete an identified work order as scheduled. 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 be in compliance with this Contract, then this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time, not to exceed twenty (20) additional calendar days beyond the initial ten (10) calendar day cure period, to cure the default. If the default is not cured to be in compliance with the Contract within the applicable time allowed for cure, this Contract shall terminate for cause at the end of the applicable 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, or one or more work orders issued pursuant to the Contract, at any time at its convenience by giving the Contractor ten (10) 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 for work orders 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 Reimbursable Expenses incurred prior to the date of termination. The amount due to the Contractor shall be reduced by liquidated damages assessed against the Contractor and 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.
Confidential Information

12.01 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.

12.02 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 13
Amendments

13.01 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.

13.02 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.

13.03 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.

13.04 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.

(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

2. _____
Name

Contractor:

By: _____
Name Phillip Pierce

Its: Managing Member
Title

Witnesses:

1. _____
Name

2. _____
Name

City of Detroit

_____ Department:

By: John Hill
Name

Its: CFO
Title

THIS AMENDMENT WAS APPROVED BY THE ~~CITY COUNCIL~~ ON

CFO Approval APR 01 2015

FRC APPROVAL APR 20 2015

_____
Purchasing Director Date

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

_____
Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND/OR FINANCIAL REVIEW COMMISSION (FRC) AND SIGNED BY THE CHIEF PROCUREMENT OFFICER AND CHIEF FINANCIAL OFFICER.

CITY ACKNOWLEDGMENT

STATE OF MI)
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 20th day of March, 2015, by John Hill,
(name of person who signed the contract)

the Chief Financial Officer,
(title of person who signed the contract as it appears on the contract)

of the Finance Department,
(complete name of the City department)

on behalf of the City.

Ericka Y. Crawford

Notary Public, County of Wayne

State of Michigan

My commission expires: 2/12/2022

ERICKA Y. CRAWFORD
Notary Public, Wayne County, MI
My Commission Expires 2/12/2022

LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

I, Phillip Pierce, a Manager or Member of
(name of manager)

Pierce, Monroe & Associates, LLC, L.L.C., a limited liability company (the "Company"),
(name of company)
DO HEREBY

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

None

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 17th day of February, 20 15.

COMPANY SEAL
(if any)

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.

LIMITED LIABILITY COMPANY
ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 17th day of February, 20 15, by Phillip Pierce,
(name of person who signed the contract)
the Managing Member,
(title of person who signed the contract as it appears on the contract)
of Pierce, Monroe & Associates, LLC,
(complete name of the limited liability company)
on behalf of the limited liability company.

Notary Public, County of Wayne

State of Michigan

My commission expires: 12-01-2019

EXHIBIT A

SCOPE OF SERVICES

1.01 Notice to Proceed and Term of Contract

The Contractor shall commence performance of this Contract upon receipt of the City's delivery of a written "Notice to Proceed" (NTP) and in the manner specified in the Notice to Proceed.

The Contract dates for this contract are: **April 1, 2015 – October 1, 2015**

This Exhibit "A" sets forth the general requirements for the performance of the various Services required under the Contract. Work orders issued under this Contract will contain more specific requirements.

PROJECT DESCRIPTION

Work with the City of Detroit within the Offices of the Chief Financial Officer to help support the current staff with any Accounting, Financial and Budgetary activities that need to be addressed.

Pierce Monroe will provide the Staff Members listed below as needed and approved by the City of Detroit's Purchasing Director at the pay rates identified in 'Exhibit B':

- Quality Assurance Officer (**1**) works 10/hrs per week for the duration of the contract for 27 weeks = $74,250.00
- Grant Accountant (**4**) for the duration of the contract for 27 weeks = $135,000/yr per Accountant { total of $540,000 for the 4 Accountants for the duration of the contract]
- Budget Analyst (**2**) for the duration of the contract for 27 weeks = $140,400/yr per Analyst { total of $280,800 for the 2 Budget Analyst for the duration of the contract]

CONTRACT TOTAL: $895,050.00

EXHIBIT B

2.01 Exhibit B of the Contract is amended by adding First Amended Exhibit B which reads:

FEE SCHEDULE

(a) The Contractor shall be paid for those Services performed pursuant to this contract a maximum amount of **Eight Hundred Ninty-Five Thousand and Fifty Dollars ($895,050.00)** for the term of this Contract as set forth in Exhibit A.

Project Fees

Quality Assurance Officer	$275/hr
Grant Accountant	$125/hr
Budget Analyst	$130/hr