

P & DD#
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER

STANDARD PO NUMBER
 2911279

CPO 2111719

Insurance Requirement

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

TYPE OF CONTRACT: (Check One) <input checked="" type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT PLANNING AND DEVELOPME T	REVISION 2911279
FUNDING SOURCE (Percent) FEDERAL 100% STATE % CITY % OTHER %	DEPARTMENT CONTACT PERSON CHRISTOPHER M. RASCHKE	PHONE NO. (313)224-6519	
CONTRACTOR'S NAME NORTH AMERICAN COMMERCE CENTER, LLC		DATE PREPARED 7/6/2015	

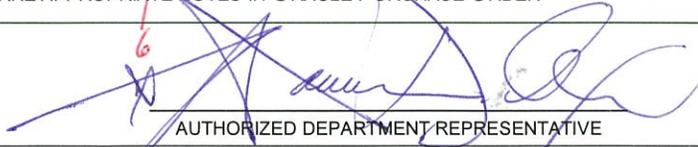
CONTRACTOR'S ADDRESS: 6632 TELEGRAPH ROAD SUITE 350 BLOOMFIELD HILLS, MI 48301	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$920,500.00 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$
---	---

PHONE NO. 248.988.9341 CORPORATION PARTNERSHIP INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER 47-1128299 MINORITY FIRM YES NO

PURPOSE OF CONTRACT: DEMOLITION AND REDEVELOPMENT OF FORMER SOUTHWESTERN HIGH SCHOOL
 CHARGE ACCOUNT: #1-3601-364078-0-651200-13345-0-0-\$292,267.75 #3-2108-364005-0-651200-13940-0-0-\$332,500.00
 #2-3601-364079-0-651200-13340-0-0-\$294,000.00

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
 JUL - 6 2015

 BUDGET DIRECTOR OR DEPUTY
 JUL 15 9 2015

GRANT MANAGEMENT SECTION
 RECOMMEND APPROVAL
 RECOMMEND DENIAL
 JUL 20 2015
 6:02 08 702

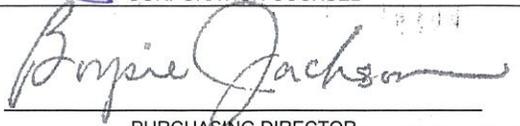
 GRANT ACCOUNTANT
 JUL 21 2015

FINANCE DEPARTMENT
 RECOMMEND APPROVAL
 RECOMMEND DENIAL
 JUL 09 2015

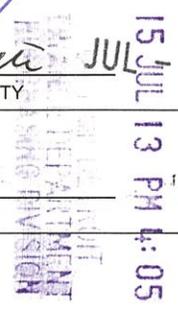
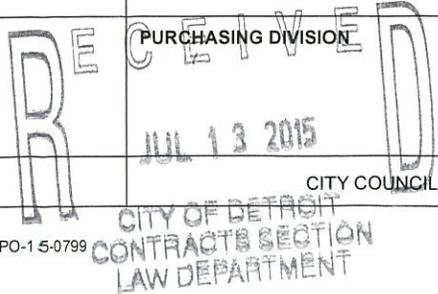
 FINANCE DIRECTOR OR DEPUTY
 7/09/15

LAW DEPARTMENT
 RECOMMEND APPROVAL
 RECOMMEND DENIAL

 CORPORATION COUNSEL
 7-13-15

PURCHASING DIVISION

 PURCHASING DIRECTOR
 JUL 13 2015

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE JUL 28 2015



CITY OF DETROIT
DEVELOPMENT AND SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT
AND
NORTH AMERICAN COMMERCE CENTER, LLC
FOR THE
6701/6921 W. FORT STREET REHABILITATION PROJECT
(FORMER SITE OF SOUTHWESTERN HIGH SCHOOL)

CONTRACT NO.

2911278

CITY OF DETROIT

DEVELOPMENT AND SUBRECIPIENT AGREEMENT

THIS DEVELOPMENT AND SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Detroit, a Michigan public body corporate acting by and through its Planning and Development Department (“City”), whose address is 2 Woodward, Suite 808, Detroit, Michigan 48226 and North American Commerce Center, LLC (“Developer”), a Michigan limited liability company, whose address is 6632 Telegraph Road, Suite 350, Bloomfield Hills, Michigan 48301.

WITNESSETH:

WHEREAS, Developer owns and/or has an enforceable contract to acquire certain real property at 6701/6921 W. Fort Street, Detroit, MI 48209 (“Property”), more commonly known as the old Southwestern High School, and intends to complete an adaptive reuse development of the site (“Project Plan”) as further described in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, the City has been awarded three federal Economic Development Initiative – Special Project Grants (“EDI Grants”) from the U.S. Department of Housing & Urban Development (“HUD”), whereby the amount of EDI Grant No. B-08-SP-MI-0094 is \$294,000.00, EDI Grant No. B-08-SP-MI-0310 is \$294,000.00 and EDI Grant No. B-09-SP-MI-0108 is \$332,500.00 (collectively the “Grant Funds”); and

WHEREAS, the City has agreed to use the Grant Funds towards the completion of certain work items of the Project Plan, subject to the approval of HUD; and

WHEREAS, Developer, in consideration of the City’s use of the Grant Funds towards completion of the Project Plan, shall 1) complete certain Project Plan work items within a certain time period and 2) create, or cause to be created, a certain number of jobs on the Property within a certain time period (“Jobs Plan”) as further described in Exhibit B, which is attached hereto and incorporated by reference herein; and

WHEREAS, the City will benefit from the Project Plan through blight remediation of the Property, increased jobs, increased personal and business income tax revenue, and increased real property tax revenue; and

WHEREAS, the Project Plan is expected to stimulate further private investment and serve as a catalyst for further development in the surrounding area of Detroit, an area with depressed economic activity; and

WHEREAS, Detroit City Council has determined that expenditure of the Grant Funds towards completion of the Project Plan serves a valid public purpose; and

NOW THEREFORE, in consideration of the premises and the mutual undertakings set forth herein, the parties hereby covenant and agree as follows:

ARTICLE 1
OBLIGATIONS OF DEVELOPER

1.01 Completion of the Project Plan. Upon approval of the Agreement by City Council, the Developer shall begin work to complete the milestone events listed in the Project Plan. Developer shall use the Grant Funds towards the specific work items identified in the Project Plan pursuant to the conditions of this Agreement. Developer shall complete all construction and renovation work outlined in the Project Plan by the end of December 2019.

1.02 Executive Order 2014-4 and Hiring Policy. Developer agrees that any construction work completed on the Property with the Grant Funds shall be completed consistent with the City's Executive Order 2014-4, Utilization of Detroit Residents on Publicly-Funded Construction Projects. Developer will use best efforts in partnership with the City of Detroit and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, and, to the extent consistent with federal and state law, maximize full and part-time construction and full-time employee job opportunities for Detroit residents in connection with the Project Plan.

1.03 Progress Reports. Developer shall provide to the City certain information on the progress of the Project Plan, at Developer's expense and as the City may require, to comply with periodic HUD reporting requirements on the Grant Funds. Additionally, Developer shall permit the City to review and audit expenditure and financial information of the Developer related to the Project Plan for purposes of verifying that the Grant Funds have been spent on eligible costs and expenses.

1.04 Construction of Manufacturing Plant. Developer or its Affiliate shall complete construction of a manufacturing plant on the Property ("Manufacturing Plant") and commence the operation thereof by the end of December 2016, subject to extension on a day for day basis as follows:

- (a) If an application for a zoning change of the Property for the construction and operation of the Manufacturing Plant is submitted to the City within 1 week of closing on the Property and such rezoning is not finally approved within 3.5 months after the submission date of the application;
- (b) If a substantially complete application for required building permits is submitted to the City within sixty (60) days after the date of final approval for rezoning of the Property and Developer responds timely to any and all of the City's plan review requests, but the building permit is not issued within 2.5 months after the submission date of the application; or
- (c) If a substantially complete application for any required federal, state or local environmental permit is filed within sixty (60) days after the date of final

approval for rezoning of the Property and the requested permit is not issued within sixty (60) days of the date of submission.

Developer shall provide written notice to the City that construction of the Manufacturing Plant is complete. Such notice shall contain certifications or documentation necessary to establish that completion of the Manufacturing Plant is compliant with all applicable building codes, regulations and ordinances, subject to customary conditions of a temporary certificate of occupancy or similar certificate. When the City is satisfied that the Manufacturing Plant has been substantially completed and is operating, the City shall issue a certificate of completion ("Certificate of Completion") that acknowledges the Developer's obligations with respect to construction of the Manufacturing Plant have been fulfilled.

1.05 Creation of Jobs. By the end of December 2016, Developer shall provide, or cause to be provided, at least three hundred (300) full-time employees at the sites identified in the Jobs Plan, with at least seventy (70) of those full-time employees being at the Property. By the end of December 2022, Developer shall provide, or cause to be provided (which includes but is not limited to jobs of Affiliates), at least six hundred fifty (650) full-time employees at the sites identified in the Jobs Plan, with a total of at least one hundred fifty (150) full-time employees being at the Property.

For purposes of this Agreement, a "full-time employee" shall include a person: 1) who is employed by the Developer or its Affiliates on a salary, wage, commission or other basis, for a minimum period of thirty-five (35) hours per week and 2) from whose compensation the Developer or its Affiliates are required by law to withhold City of Detroit income taxes. Also for purposes of this Agreement, Affiliates may include a staffing company, member or affiliate of a member of Developer, tenant of Developer at the Property or Sakthi Automotive Group USA, Inc.

1.06 Project Signage. Upon the written request of the City and at the Developer's expense, Developer shall post temporary signage on the Property acknowledging that the Project Plan is supported in part by Grant Funds provided by the City and approved by HUD.

ARTICLE 2 WARRANTIES AND REPRESENTATIONS

2.01 Warranties and Representations. To induce the City to enter into the Agreement, Developer represents and warrants as follows:

- (a) Developer is a duly organized, active limited liability company in good standing under the laws of the State of Michigan with full power and authority to acquire and hold real property, conduct its business as outlined in the Project Plan, and deliver and perform its obligations under this Agreement; and

- (b) Developer has, or will secure at its own expense, all personnel required to meet the Developer's obligations under this Agreement. All services required hereunder by Developer will be performed by Developer or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work; and
- (c) Developer and Affiliates have the financial resources to complete the construction and renovations of the Property outlined in the Project Plan, as well as the resources to hire and create, or cause to be created, the full-time employees outlined in the Jobs Plan; and
- (d) Developer or Affiliates has obtained, or will obtain, all requisite zoning, building, environmental and other permits necessary for the construction and operations of the Project Plan; and
- (e) Any reports the Developer is required to furnish to the City will be accurate, complete and will fairly represent what is required to be reported.

ARTICLE 3
EXPENDITURE & DISBURSEMENT OF FUNDS

3.01 Financing the Total Project Plan Cost. It is estimated that the total development costs to complete the Project Plan are roughly Ten to Thirty Million Dollars. Developer proposes to finance the adaptive reuse development of the Property through the use of the Grant Funds and other financing sources. Developer and Affiliates shall be responsible for all costs to complete the Project Plan and the City shall be under no obligation to fund any costs of the Project Plan over and above the Grant Funds.

3.02 The City reserves the right to substitute the funding source of the Grant Funds from the EDI Funds to another funding source of the City's choosing. Such substitution shall not delay the Developer's implementation of the Project Plan or alter Developer's obligations under this Agreement or any other applicable agreement, laws, rules or regulations.

3.03 Proper Expenditures for Grant Funds. The Grant Funds shall be used only to pay for certain of the Developer's costs and expenses associated with the adaptive reuse development of the Property as outlined in Project Plan, being Section IV of Exhibit A ("Grant Budget").

3.04 The City shall be under no obligation to pay any of the Grant Funds to Developer until 1) the Developer has closed on the purchase of the Property from Detroit Public Schools, 2) Developer is owner of the entire Property and 3) the City has received all requisite approvals from HUD to utilize the grant funds towards the Project Plan.

3.05 Payment Procedure. The Grant Funds shall be paid to Developer for eligible costs associated with the Grant Budget in accordance with the following:

- (a) Developer recognizes that payment of the Grant Funds is contingent upon the City's receipt of its allocated share of the Grant Funds from HUD and, because of that, understands and agrees that the City reserves the right to delay payment to Developer pending receipt of the Grant Funds from HUD.
- (b) The Grant Funds are to be used to reimburse the Developer for costs it must first incur according to the Grant Budget.
- (c) For each payment request, Developer shall submit to the City:
 - (i) an invoice for payment ("Invoice"), sworn statement and, if applicable, waivers of lien. Payment requests shall be in a format and with sufficient detail as required by the City. At a minimum, each respective Invoice shall indicate which line items and amounts from the Grant Budget are being sought for reimbursement. The Invoice shall further indicate each line item total, costs incurred to date per line item, amount billed that period per line item and the balance owing per line item after the pending payment is made. All payment requests must include supporting documentation in the form of consultant and/or contractor invoices paid by Developer for that request.
 - (ii) a sworn statement identifying all contractors, subcontractors and material suppliers ("Vendors"), if any, the Developer intends to pay from the Grant Funds. The sworn statement should show the total amount to each Vendor, the amount owing each Vendor for that payment request and the balance owed each Vendor after that payment request is paid. Developer shall also include sworn lien waivers executed by each Vendor covering all labor and materials furnished to date. The sworn statements and lien waivers shall cover the period from the date of the last payment request.
- (d) Upon the City's receipt of a proper payment request as outlined above and upon the City's determination that the work for which a payment request is being submitted has been completed, the City shall take the necessary steps to draw down the payment request amount from HUD and process the Developer's payment request to be paid.
- (e) Payment of the Grant Funds to Developer shall be by City check made payable to Developer.
- (f) Before the City will process the final payment request from Developer, the following must occur:
 - (i) Developer has paid all Vendors in full; and
 - (ii) Developer has provided the City a final sworn statement that certifies that all Vendors have been paid in full; and

(iii) Developer has provided the City with full unconditional waivers from each Vendor; and

(iv) Developer has submitted all final HUD reporting paperwork to the City.

3.06 Expenditure of funds from other financing sources shall not be a precondition of disbursement of the Grant Funds for legitimate costs incurred in connection with construction of the Project Plan.

ARTICLE 4 TERM OF AGREEMENT

4.01 This Agreement is effective upon approval of the Agreement by Detroit City Council.

4.02 Unless otherwise terminated as provided for in the Agreement, this Agreement shall expire at the end of 2022, providing that the Developer has: 1) completed all construction and renovations outlined in the Project Plan, 2) has created, or caused to be created, all full-time employee jobs listed in the Jobs Plan and 3) Developer has provided the City with all information and reports necessary to close-out the City's three HUD EDI Grants.

ARTICLE 5 DEFAULT, TERMINATION AND CLAWBACK

5.01 Event of Default. The term "Event of Default" whenever used in this Agreement shall mean any one or more of the following:

- (a) Developer fails to begin and continue work on the Project Plan during the term of the Agreement;
- (b) Developer, in the reasonable judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Project Plan;
- (c) Failure by Developer to build, or cause to be built, the Manufacturing Plan as required by Section 1.04 of the Agreement;
- (d) Failure by Developer or Affiliates to create the full-time employee jobs as required by Section 1.05 of the Agreement;
- (e) Inability of Developer to pay its debts generally as they become due;
- (b) Initiation of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings of Developer, whether voluntary or involuntary;

- (e) Failure of the City to make payments to Developer as provided for in the Agreement.

5.02 Cure Period. A party shall not be deemed to be in default under this Agreement unless an Event of Default occurs and the defaulting party fails to cure such default within forty-five (45) days after receipt of a written default notice from the non-defaulting party. In no event shall the City be deemed to be in default for failing or refusing to comply with an obligation of the Agreement if doing so would be in violation of HUD rules or regulations.

5.03 Remedies. If an Event of Default occurs and is not cured within the forty-five (45) days allotted, plus any additional time that may be granted at the sole discretion of the non-defaulting party, the non-defaulting party may terminate the Agreement by providing the defaulting party with a written notice of termination.

- (a) If the City terminates the Agreement as provided for herein, the City shall be under no obligation to pay Developer any of the Grant Funds that may be remaining as of the date of termination.
- (b) If the Developer terminates the Agreement as provided for herein, the Developer shall be under no further obligation to continue the construction and renovations outlined in the Project Plan and shall be under no obligation to provide for any full-time employee jobs that may be remaining to be created as of the date of termination.

5.04 Clawback Provisions.

- (a) In the event that the Developer fails to build, or cause to be built, the Manufacturing Plant as required by Section 1.04 of the Agreement, the Developer shall immediately pay back to the City the full disbursed amount of the Grant Funds.
- (b) If by December 31, 2022, the Developer has failed to create, or cause to be created, all of the full-time employee jobs as required by Section 1.05 of the Agreement, the Developer shall immediately pay back to the City a portion of the disbursed amount of the Grant Funds equal to the greater of:
 - (i) the product of the disbursed amount of the Grant Funds times a fraction, the numerator of which is the shortfall in the number of full-time employees at the Property compared to one hundred fifty (150), and the denominator of which is one hundred fifty (150); or
 - (ii) the product of the disbursed amount of the Grant Funds times a fraction, the numerator of which is the shortfall in the number of full-time employees at the sites identified in the Jobs Plan compared to six hundred fifty (650), and the denominator of which is six hundred fifty (650).

- (c) In the event that the Developer has improperly used any portion of the Grant Funds or has failed to follow HUD rules and regulations such that the City loses the Grant Funds from HUD and/or is required to pay the Grant Funds back to HUD, the Developer shall promptly pay back to the City any amount of the Grant Funds that the City has lost from HUD or is required to pay back to HUD as a result of the Developer's acts or omissions.

ARTICLE 6 AMENDMENT

6.01 The City or Developer may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change shall be incorporated into the Agreement by written amendment ("Amendment"). Such Amendment shall not invalidate this Agreement, nor relieve or release Developer or the City from any of its obligations under this Agreement, except for those parts thereby amended.

6.02 No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of all parties to this Agreement and is approved by Detroit City Council.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.01 Indemnification of the City. Developer shall indemnify, save and hold harmless the City and the City's agents, employees, elected officials and officers against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City or the City's agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:

- (a) Any work, act, error, omission or thing done in or about the Property, any part thereof or affecting same, by Developer, its employees, agents, contractors, subcontractors, licensees or invitees (collectively called "Associates") for whose acts any of them might be liable;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Property or of Developer's or its Associate's equipment;
- (c) Any negligent or tortious acts of Developer or its Associates;
- (d) Any failure by Developer or its Associates to perform its material obligations under this Agreement;

- (e) Any act, failure to act or material misrepresentation by Developer or any of its Associates in connection with the construction and renovations outlined in the Project Plan.

7.02 Hazardous Materials. Developer shall assume the responsibility of all environmental response and remediation of Hazardous Materials on the Property. Developer shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Property during the term of the Agreement unless the Developer agrees to follow all laws and regulations in doing so. Developer shall indemnify the City from any and all liability that may arise from such activities.

7.03 Developer's Obligation to Defend Actions Brought Against the City. In the event that any action or proceeding is brought against the City or the City's agents, employees, elected officials or officers by reason of any claim covered under this Agreement, Developer, upon written notice from the City, shall resist and defend such action or proceeding at Developer's sole cost and expense.

7.04 Developer's Insurance. Developer shall maintain, at its sole expense during the term of this Agreement, the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
(e) Adequate fire and extended coverage insurance on the Property and the equipment, fixtures, and other property located therein (if any) and such other types of insurance as are usually carried by owners of like property.	

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

All required insurance policies hereunder shall name the Developer as the insured and, where permitted by law, the City as additional insured. Certificates of insurance evidencing such coverage shall be submitted to the City upon demand.

ARTICLE 8
CONFLICT OF INTEREST & ANTI-KICKBACKS

8.01 Developer hereby warrants that it has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option and without prejudice to its other remedies, terminate this Agreement without penalty, liability or obligation.

8.02 Except for approved administrative and personnel costs, no employee, agent, consultant, officer, or elected official or appointed official of the City, or of Developer, or of any designated public agencies or subrecipients receiving funds under 24 CFR Part 570, who exercises or has exercised any functions or responsibilities with respect to the funded activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a direct personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for any time thereafter, unless HUD has granted an exception, as provided in the applicable Regulations at 24 CFR Part 85. The foregoing restrictions shall apply to all activities that are part of the Project Plan and shall cover any such interest or benefit during, or at any time after, such person's tenure. A knowing violation of the foregoing provisions by either of the parties hereto or by any person referred to herein shall be deemed a material breach of this Agreement.

8.03 No member or delegate to the Congress of the United States and no resident commissioner shall be admitted to share any part of this Agreement, or to any benefit arising therefrom.

8.04 Salaries of architects, draftsmen, technical engineers and technicians performing work for Developer under this Agreement shall be paid unconditionally (provided the work has been performed and no dispute exists between the parties with respect to the completion of such work) and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "**Copeland Anti-Kickback Act**" (18 USC § 874). Developer shall comply with all applicable Copeland Act regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

8.05 Each contractor and subcontractor hired by Developer to complete work under this Agreement shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the Property, to give up any part of the compensation to which he is otherwise entitled.

ARTICLE 9
FAIR EMPLOYMENT PRACTICES

9.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, and including but not limited to the Civil Rights Act of 1964, Executive Order 11246, Executive Order 11375 and 41 CFR Part 60, and in accordance with the Michigan Constitution and all applicable State of Michigan laws and regulations governing fair employment practices and equal employment opportunity including but not limited to the Michigan Civil Rights Act, and the Michigan Handicappers Civil Rights Act, Developer agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap unrelated to the individual's ability to perform the duties of a particular job or position.

9.02 Developer shall not discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure or terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation. Developer shall promptly furnish any information reasonably required by the City or its Human Rights Department pursuant to this Section.

9.03 Developer further agrees that it will notify any subcontractor of its obligations relative to non-discrimination under this Agreement when soliciting same and will include the provisions of this Article in any subcontract. Developer further agrees to take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

ARTICLE 10
FEDERAL REQUIREMENTS

10.01 With respect to the completion and construction of the Project Plan, Developer shall comply with all applicable Federal laws, rules and regulations, including without limitation, 24 CFR Part 85 and OMB Circulars A-87 and A-133.

10.02 Developer agrees to comply with the requirements of the "Section 3 Clause" set forth in 24 CFR 135.38 with respect to work financed in whole or in part by the Grant Funds Section 3 requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and the

businesses that provide opportunities for these persons. Developer shall cause or require said Section 3 Clause to be inserted in all contracts and subcontracts for work financed in whole or in part by the Grant Funds.

10.03 Developer agrees to comply with all applicable Federal regulations relative to employment of, or contracting with, contractors on HUD or City lists of "Debarred Contractors." Developer further agrees to include a similar provision in any contract it enters into for the performance of any activity funded, in whole or in part, with federal funds.

10.04 Developer shall work to meet the national objective of hiring low to moderate income residents that are employed as full-time employees on the Property.

ARTICLE 11
NOTICES

11.01 All notices, consents, approvals, requests and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or Developer, and hand delivered or mailed by U.S. first class mail, postage prepaid or by reputable overnight carrier, and addressed as follows:

If to the City: Planning & Development Department
 Attn: Director
 2 Woodward, Suite 808
 Detroit, Michigan 48226

With a copy to: City of Detroit Law Department
 Attn: Corporation Counsel
 2 Woodward Avenue, Suite 500
 Detroit, MI 48226

If to Developer: North American Commerce Center, LLC
 Attention: Murray Wikol
 6632 Telegraph Road, Suite 350
 Bloomfield Hills, Michigan 48301

With a copy to: Richard A. Barr
 Honigman Miller Schwartz and Cohn LLP
 660 Woodward Avenue, Suite 2290
 Detroit, MI 48226

11.02 All Notices shall be deemed given on the day of receipt thereof if hand delivered, or if mailed, on the third day after the date of mailing or if sent by overnight carrier, one (1) business day after deposit with such overnight carrier. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided herein.

ARTICLE 12
GOVERNMENTAL REVIEW

12.01 Developer shall keep and maintain all books, records and other documents relating to the receipt and disbursement of the proceeds of the Grant Funds. Any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States or the City shall, at all reasonable times, have access to and the right to inspect, copy, audit, monitor, and examine all such books, records and other documents of Developer until the completion of all closeout procedures, and until the expiration of the Agreement.

12.02 Developer shall obtain all Federal, State and local governmental approvals, inspections, audits and reviews required by law to be obtained by it in connection with the completion of the Project Plan, including without limitation, inspection and audits by the Secretary of HUD, the Comptroller General of the United States and the City relating to the receipt and disbursement of the proceeds of Grant Funds and the number and kinds of jobs created by the Developer.

12.03 Developer recognizes that the City has certain obligations under federal law and regulations to monitor contractors and subcontractors of Developer as required by federal law and regulations. Therefore, Developer shall, in its contracts and subcontracts, secure for the City the right to monitor the contractors and subcontractors to the extent necessary to enable the City to perform its monitoring functions required by federal law and regulations.

12.04 Developer shall comply with all other applicable federal, state and local laws, rules and regulations.

ARTICLE 13
ACCESS TO PROPERTY

13.01 The City and any duly authorized representative of the Secretary of HUD, with advance notice and at all reasonable times during normal business hours, shall have access to any portion of the Property for the purposes of inspecting the Developer's progress of meeting its obligations under the Agreement.

ARTICLE 14
DISCLAIMER OF RELATIONSHIP

14.01 Nothing contained in this Agreement, nor any act of the Secretary of HUD or the City or Developer shall be deemed or construed by any of the parties, or by any third person, to create any relationship of a third party beneficiary or principal and agent or limited or general partnership or joint venture or association or relationship involving the Secretary of HUD.

14.02 The relationship of Developer to the City is and shall continue to be that of an independent contractor and not an employment relationship and no liability or benefits such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities arising out of or relating to a contract for hire or employer/employee relationship shall arise or accrue to either party's agent or employee as a result of the performance of this Agreement, unless expressly stated in this Agreement.

ARTICLE 15
MISCELLANEOUS

15.01 The invalidity of any article, section, subsection or clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

15.02 All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Developer and the City agree, consent and submit to the jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. Developer also agrees that it will 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 Agreement in any courts other than those in Wayne County, Michigan.

15.03 This Agreement may be executed in any number of counterparts, all of which shall be deemed to be originals and together shall constitute one and the same instrument.

15.04 Titles of the Articles and headings of Sections and subsections herein are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

15.05 The City reserves and shall have the exclusive right to waive, at the sole discretion of the City, and to the extent permitted by law, any requirement or provision applicable to Developer under this Agreement. No act by or on behalf of the City shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the City and expressly stated to constitute such waiver.

15.06 No failure by the City or Developer to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or

remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15.07 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted by law to the City of Detroit or Detroit City Council.

15.08 This Agreement, including the exhibits attached hereto, which are made a part of this Agreement, contains the entire agreement between the parties with respect to the Project Plan, Jobs Plan and use of the Grant Funds and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by Developer by implication or otherwise unless expressly set forth herein.

15.09 In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such an event, the reasonable determination of the City shall be controlling.

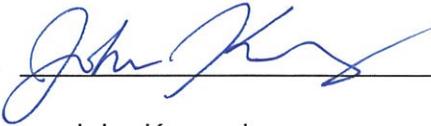
15.10 The Developer shall not assign, transfer, convey or otherwise dispose of any interest or obligation whatsoever in this Agreement without the prior written consent of the City. Any proposed transferee shall have the qualifications and financial resources, as determined by the sole discretion of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer.

15.11 This Agreement shall be binding upon successors and permitted assigns of either party to this Agreement, and all rights, obligations, benefits and advantages of this Agreement and shall inure to such successors and assigns.

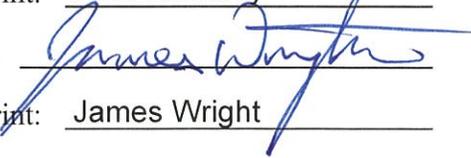
15.12 Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall not be effective until it has been fully executed by the duly authorized representatives of the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review board or commission as required by law. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

IN WITNESS WHEREOF, the City and Developer, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

WITNESSES:

1. 

Print: John Kennedy

2. 

Print: James Wright

DEVELOPER:

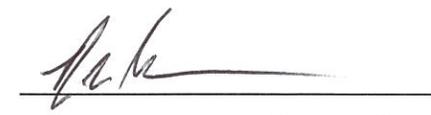
NORTH AMERICAN
COMMERCE CENTER, LLC

BY: 

Print: Murray D. Wikol

ITS: Member

WITNESSES:

1. 

Print: RYAN M. SCHUMAKER

2. 

Print: D. SCOTT BRINKMANN

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.

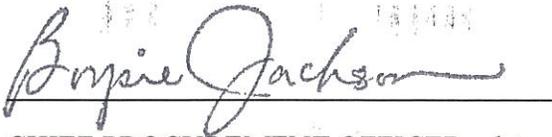
BY: 

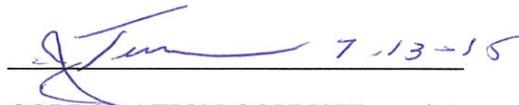
Print: MAURICE P. COX

ITS: Director of Planning & Dev.

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON **FRC APPROVAL**
JUL 28 2015 AUG 24 2015

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO §7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT


CHIEF PROCUREMENT OFFICER date

 7-13-15
CORPORATION COUNSEL date

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF
PROCUREMENT OFFICER.**

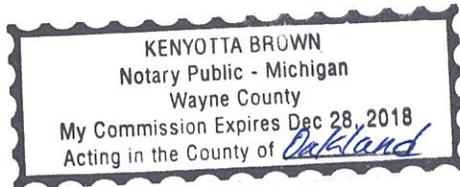
DEVELOPER ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 8th day of May 2015, by Murray D. Wikol, the Member of the North American Commerce Center, LLC, on behalf of the Michigan limited liability company.



Notary Public, Wayne County, MI



My commission expires: 12/28/2018

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 26th day of May 2015, by Maurice Cox, the Director of the Planning & Development Department of the City of Detroit, Michigan, a municipal corporation.

DINAH L. BOLTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 10, 2017
ACTING IN COUNTY OF Wayne

Dinah L. Bolton

Notary Public, Wayne County, MI

My commission expires: 6/10/17

**LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, Murray D. Wikol, a Manager or Member of North American Commerce Center, LLC, a limited liability company (the "Developer"), **DO HEREBY CERTIFY** that I am a Manager or Member of the Developer who has the authority to act as an agent of the Developer in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Developer who have the authority to execute and commit the Developer to conditions, obligations, stipulations and undertakings contained in this Agreement between the City and the Developer:

MURRAY D. WIKOL

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

IN WITNESS THEREOF, I have set my hand this 8 day of May, 2015.

CORPORATE SEAL
(if any)



Manager or Member

EXHIBIT A

PROJECT PLAN

This Project Plan has been prepared by Developer, which is a 50-50 Joint Venture between Sakthi Automotive Group USA, Inc. (“Sakthi”) and ProVisions, LLC (“ProVisions”).

I. PROJECT BACKGROUND

The proposed development at the Property is an adaptive reuse of Southwestern High School. It will be a mixed-use development that is expected to create 150 permanent jobs by 2021. The estimated total project cost is expected to be in the range of \$10,000,000 - \$30,000,000.



ProVisions (www.provisions.ws), an affiliate of NACC, will act as the developer for this project. ProVisions will implement a master sub-contracting plan for the development that focuses on creating local jobs. The master sub-contracting plan will favor local contractors who are Detroit residents.

II. SCOPE OF DEVELOPMENT

Physical improvements will begin immediately by securing the Property to prevent any further damage from inclement weather, vandals, and copper thieves.

Parts of the exterior of the building will be restored and enhanced to display the beauty of the existing structure while accommodating the various green features and planned uses.

The interior and parts of the exterior will be renovated to accommodate the planned uses. Hallways and public spaces will be appropriately accented with Southwestern High School photographs, sections from the basketball court with Jalen Rose and Antoine Joubert's names, historical artifacts, memorabilia, etc.

Planned Commercial Uses at and above grade:

- American Industrial Technology Institution of Detroit (“AITI”)
 - AITI is an educational program powered by Sakthi to provide the highest level of training for the requirements of today’s manufacturing jobs.



Planned Industrial Uses at and above grade:

- Die-Casting Facility (Manufacturing Plant)
 - An estimated 100,000 square foot Die-Casting plant will be constructed on site for use by Sakthi
- Benchmarking Facility
 - A portion of the existing structure will be converted into Benchmarking Facility for use by Sakthi

Potential Commercial Uses at and above grade:

- Retail
- Office
- Transportation Logistics Management
- Free Trade Zone, Customs Warehouse, Secured Operational Areas for Import/Export

- Warehouse
- Storage
- Duty Free
- Fuel
- Welcome and Information Center
- Southwestern High School Alumni Center
- Hospitality, Conference, Meeting and Events Center

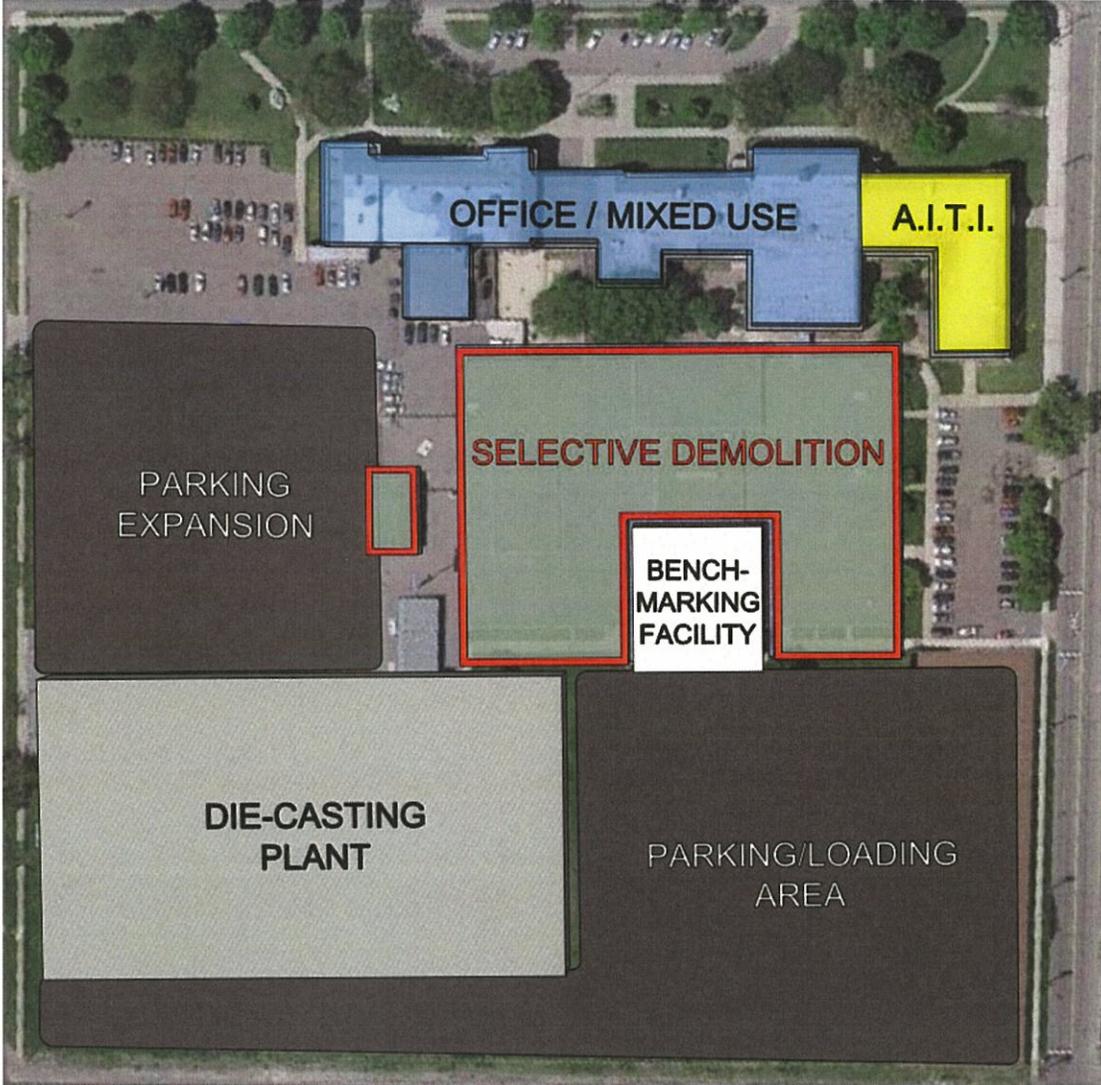
Potential Commercial Uses below grade:

- Bonded Free Trade Zone Subterranean Secured Customs storage facility with potential secured underground access to the Michigan Plaza of the Detroit River International Crossing.
- The proposed facility would be approximately three to six stories below grade
- For use by corporations, US Customs and other Federal Agencies for secured storage and warehouse space and/or commercial operations (Duty Free, etc.)
- Proposed location is below parking areas on site.



An example of an existing below grade secured warehouse facility in use.

Site Plan



III. DEVELOPMENT SCHEDULE

Milestone Events- Phase I

Milestone Events	Description	Date by Which Developer Will Achieve
Closing Date	NACC Closing on Southwestern High School	30-45 days
Secure Property	Secure property to prevent further vandalism	60 days
Environmental Abatement	Removal of any remaining environmental hazards	60 days after closing
Selective Demolition	Demolish portions of the existing structure that is unable to be used.	60-105 days after closing
Begin Construction of Die-Casting Facility	Start Site Work for new Die Casting Facility	September 2015 - February 2016
Complete Die-Casting Facility	Complete Construction of Die-Casting Plant.	2016

Milestone Events- Phase II

Milestone Events	Description	Date by Which Developer Will Achieve
Conceptual Drawings AITI; Benchmarking; Office	Conceptual Drawings	Q1 2016
Begin Demolition	Interior Demolition	Q2/Q3 2016
Begin Renovation/ Preservation	Interior and Exterior	Q3/Q4 2016
Complete Benchmarking Facility	Certificate of Occupancy	Q2 2017
Finish Exterior of preserved areas of Southwestern High School	New windows, new doors, graffiti removed	Q3 2017
Complete AITI	Certificate of Occupancy	Q4 2018
Open AITI		Q1 2019
Complete Office Build-outs	Certificate of Occupancy	Q3 2019

IV. GRANT BUDGET / USE OF GRANT FUNDS

North American Commer Center, LLC
Southwestern High School Redevelopment Project
Planned Uses of EDI Funds
6/17/2015

Grant No. B-08-SP-MI-0310 - DEMOLITION WORK		
Item	Description	Cost
1	Soft Costs - Administrative, Environmental Assesnants, Survey Work	\$21,450.00
2	Demolition Work	\$272,550.00
	Total EDI Funds Used by September 30, 2015	\$294,000.00

Grant No. B-08-SP-MI-0094 - DEMOLITION WORK		
Item	Description	Cost
1	Soft Costs - Administrative, Environmental Assesnants, Survey Work	\$21,450.00
2	Demolition Work	\$272,550.00
	Total EDI Funds Used by September 30, 2015	\$294,000.00

Grant No. B-09-SP-MI-0108 - REDEVELOPMENT WORK		
Item	Description	Cost
1	Redevelopment Work	\$332,500.00
	Total EDI Funds Used by September 30, 2016	\$332,500.00

EXHIBIT B

JOBS PLAN

The Developer shall create, or cause to be created, the full-time employee jobs listed in the chart below. The jobs shall be at the locations as listed in the chart with the following exceptions:

1. 50 jobs shown at 150 American Way in 2021 may be located at either 150 American Way or the Property.
2. The jobs shown at 6307 W. Fort may be shifted to an alternative location that is within one (1) mile of the locations listed below.
3. Up to 50 of the 650 jobs may be shifted to an alternative location within the City of Detroit.

Notwithstanding the foregoing exceptions, at least one hundred fifty (150) jobs must be at the Property.

Location	Current Jobs	New Jobs to be Created by Developer by Year								Total New	Grand Total	Remarks
		2015	2016	2017	2018	2019	2020	2021	2022			
6401 W. Fort	150		50							50	200	100 Production and 100 Highly Paid Technical Skill Jobs (Engineering, Design & Development & Administration Jobs)
150 American Way	0	134	16					50		200	200	Majority will be Production and Skill Trade Jobs
Property 6701/6921 W. Fort (Former Southwestern HS Site) Manufacturing Plant & Redevelopment Project	0		70	40			20	20		150	150	Mix of Manufacturing & SWHS Redevelopment Jobs (Building Lease, Warehousing, Education etc.)
6307 W. Fort	0			25	60			15		100	100	Manufacturing Jobs
Totals	150	134	136	65	60	0	20	85	0	500	650	

CITY OF DETROIT CONTRACT SUBMISSION TO FINANCIAL REVIEW COMMISSION
 THE FOLLOWING CONTRACTS ARE BEING SENT TO THE FRC FOR REVIEW AND APPROVAL PURSUANT TO
 SECTION 6, SUBSECTION 6 OF THE MICHIGAN FINANCIAL REVIEW COMMISSION ACT
 For August 24, 2015 Meeting

Updated Listing: Prepared By: Boycie Jackson, Chief Procurement Officer - 8/10/2015

City Council and Water Board Approvals Through August 19, 2015

Department	Contract Number	Description	Competitively Bid	Lowest Bid	City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
CONTRACTS GREATER THAN \$750K							
1	PLANNING AND DEVELOPMENT 2911278	Contract Amount: \$918,767.75 (New Contract) Contract Period: Upon Approval from FRC through 12/31/2022 Source: 100% Federal Funding Purpose: To Provide Demolition and Redevelopment of Former Southwestern High School Contractor: North American Commerce Center, LLC Location: 6632 Telegraph Road, Suite 350, Bloomfield Hills, MI 48301	Investment Agreement	Investment Agreement	07/28/15	8/24/2015	Contract will employ 100's of jobs by 2021. Company will invest up to \$30M to Project
2	GENERAL SERVICES 2654324	Contract Amount: \$1,673,463.94 (Increase of Funds and Extension of Time) Contract Period: 5/9/2015 through 5/2/2019 Source: 33.4 City, 6.0 State, 24.1 Federal, 36.5 QOL Funding Purpose: To Provide Software that will Provide Automation of Fuel Usage and Property Management at DDOT and GSD Garages Contractor: AssetWorks, LLC Location: 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087	Proprietary Software	Proprietary Software	07/28/15	8/24/2015	Original Contract Amount: \$4,235,366.88. Original contract date is November 3, 2014 through May 2, 2015
3	HOUSING AND REVITALIZATION 2898967	Contract Amount: \$1,500,000.00 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% Federal Funding Purpose: To Provide for the Planning and Development Support for Eligible CDBG Economic Activities for the City of Detroit Contractor: Invest Detroit Foundation Location: 600 Renaissance Center, Suite 1710, Detroit, MI 48243	Foundation Agreement	Foundation Agreement	07/28/15	8/24/2015	Contract Increase: \$750,000.00. Original contract amount was \$750,000.00 and original contract date is 7/1/2014 through 6/30/2015.
4	INNOVATION AND TECHNOLOGY 2780852	Contract Amount: \$3,000,000.00 (Increase of Funds and Extension of Time) Contract Period: 1/23/2015 through 1/23/2016 Source: 100% City Funding Purpose: To Provide Network Support and Equipment (Leased and Purchased) Contractor: Groundwork Location: Ford Field, 2000 Brush Street, Suite 262, Detroit, MI 48226	Existing Renewal Option	Existing Renewal Option	08/06/15	8/24/2015	Renewal necessary so DoIT can continue support of City's Voice Data Infrastructure. Total Contract Amount: \$12,500,000.00 This Amendment is for increase of funds only. Previous contract amount is \$9,500,000.00.
CONTRACTS GREATER THAN 2 YEARS							
		No Contracts Submitted for this Category					

Department	Contract Number	Description	Competitively Bid	Lowest Bid	City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
------------	-----------------	-------------	-------------------	------------	----------------------------	---	----------

WITH 1 ENTITY, WITHIN 1 YEAR, GREATER THAN \$750K

5	DETROIT BUILDING AUTHORITY 2881148	Contract Amount: \$429,968.81 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% City Funding Purpose: To Provide Cleaning Services for Public Safety Headquarters Contractor: Preferred Building Services Location: 719 Griswold, Suite 2100, Detroit, MI 48226	Exercising Renewal Option	Exercising Renewal Option	7/28/2015	8/24/2015	Total Contract Amount: \$746,852.81. This Amendment #2 is for increase of funds and extension of time. The original amount was approved by the EM for \$316,884.00, 30, 2015. The current contract period was July 1, 2014 through June 30, 2015. The increase in funds includes a reimbursement to DBA for \$113K.
6	DETROIT BUILDING AUTHORITY 2881154	Contract Amount: \$684,700.00 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% City Funding Purpose: To Provide Security Services for the Public Safety Headquarters Contractor: Eagle Security Services, LLC Location: 500 Griswold Avenue, Suite 400, Detroit, MI 48226	Exercising Renewal Option	Exercising Renewal Option	07/28/15	8/24/2015	The Original Contract amount was approved by the EM for \$617,500.... the original contract period was July 1, 2013 through June 30, 2014. This Amendment #2 is for increase of funds and extension of time. Amendment #1 was approved by City Council on 1/13/15 and approved by ERC on 2/26/15 in the amount of \$658,000.00

DEPARTMENT OF WATER AND SEWAGE CONTRACTS

CONTRACTS GREATER THAN \$750,000.00

		No Contracts Submitted for this Category					
--	--	--	--	--	--	--	--

CONTRACTS GREATER THAN OR EQUAL TO 2 YEARS

		No Contracts Submitted for this Category					
--	--	--	--	--	--	--	--

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: July 29, 2015

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

There were no contracts, approved at the July 21, 2015 Regular 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 July 28, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

2881148,Amend.2 Preferred Building Services + \$429,968.81 to \$746,852.81 FINANCE
Submitted in the List and Referred July 21, 2015; for Public Safety Headquarters.

2881154,Amend.2 Eagle Security Services + \$684,700 to \$1,902,200 FINANCE
Submitted in the List and Referred July 21, 2015; for Public Safety Headquarters.

Reported by the Internal Operations Committee:

2654324,Chg.5 AssetWorks (Ext. 5-3-15 thru 5-2-19) + \$1,673,463.94 to \$5,908,830.82 GEN.SERV
Submitted in the List and Referred on July 14, 2015.

87352 Rodney Nolen \$45,000 HUMAN RIGHTS
Submitted in the List and Referred on July 14, 2015.

2909511 The Garcia Law Group \$150,000 LAW
Submitted in the List and Referred on July 21, 2015; Approved with ***WAIVER***.

2909523 The Garcia Law Group \$100,000 LAW
Submitted in the List and Referred on July 21, 2015; Approved, *as corrected*, with ***WAIVER***.

87384 Eric Hobson \$45,000 HUMAN RIGHTS
Submitted in the List and Referred on July 21, 2015; Approved, *as corrected*.

87385 Joy Brickerson (Ayers) \$2,400 CITY COUNCIL
Submitted in Special Letter of July 21, 2014; Placed on Consent Agenda, Approved with ***WAIVER***.

87386 Vibha Venkatesha (Ayers) \$2,400 CITY COUNCIL
Submitted in Special Letter of July 21, 2014; Placed on Consent Agenda, Approved with ***WAIVER***.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 28, 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 July 28, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - continued

87387	Richard Hinton (Ayers)	\$2,400	CITY COUNCIL
Submitted in Special Letter of July 21, 2014; Placed on Consent Agenda, Approved with <i>WAIVER</i> .			
87381	Chelsea Baytemur (Castaneda-Lopez)	\$1,200	CITY COUNCIL
Submitted in List for July 28, 2014; Placed on Consent Agenda, Approved with <i>WAIVER</i> .			
87389	Marc E. Clayton (Ayers)	\$2,400	CITY COUNCIL
Submitted in List for July 28, 2014; Placed on Consent Agenda, Approved with <i>WAIVER</i> .			
87398	Bruce Feaster (Benson)	\$35,632	CITY COUNCIL
Submitted in List for July 28, 2014; Placed on Consent Agenda, Approved with <i>WAIVER</i> .			
87399	Bethany Melitz – Lean Consultant	\$95,000	MAYOR’S OFFICE
Submitted in List for July 28, 2015; Moved to New Business.			
87383	Vanessa Johnson – Admin. Assist.	\$31,200	BOARD OF ETHICS
Submitted in List for July 28, 2015; Moved to New Business.			
2911428	W-3 Construction	\$49,551	ELECTIONS
Submitted in List for July 28, 2015; Moved to New Business.			

Reported by the Neighborhood and Community Services Committee:

87380	James Conway – Ft. Wayne Manager	\$44,928	RECREATION
Submitted in List for July 28, 2015; Moved to New Business.			

Reported by the Planning and Economic Development Committee:

2893802,Amend.1	Operation Get Down + \$75,000 to \$175,000	PLAN & DEVELOPT.
Submitted in the List and Referred July 21, 2015.		
2893815,Amend.1	Southwest Counseling Solutions + \$200,000 to \$700,000	PLAN & DEVELOPT.
Submitted in the List and Referred July 21, 2015.		

Purchasing Division
 Contracts and Purchase Orders Received, Considered at Regular Session
 of July 28, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of July 28, 2015 and **APPROVED***

Reported by the Planning and Economic Development Committee: - continued

2898967,Exten. Invest Detroit Foundation + \$750,000 to \$1,500,000 HSING & REVITAL.
 Submitted by Special Letter July 17, 2015 and Referred on July 21, 2015.

2911278 North American Commerce Center \$920,500 PLAN & DEVELOPT
 Submitted by Special Letter July 20, 2015 and Referred on July 21, 2015.

Reported by the Public Health and Safety Committee:

2907666 QOE Consulting \$24,480 AIRPORT
 Submitted in the List and Referred July 14, 2015.

2907666,Amend.1 QOE Consulting + \$28,971 to \$53,451 AIRPORT
 Submitted in the List and Referred July 14, 2015.

2907728 J. Ranck Electric \$159,000 AIRPORT
 Submitted in the List and Referred July 14, 2015.

2907090,Revenue Red Metal Recycling \$34,000 PUBLIC WORKS
 Submitted in the List and Referred July 14, 2015.

2907551,Lease New Center Community Mental Health \$43,791 HEALTH & WELL.
 Submitted in the List and Referred July 21, 2015; Approved with *Correction to cost.*

2911454 Priority Dispatch \$57,132 FIRE
 Submitted as Special Letter, July 23, 2015; Walked on to Committee Agenda, July 27, 2015.

2898252,Amend.2 Southeast Mi. Health Assoc. + \$513,361 to \$4,628,549 HEALTH & WELL.
 Submitted in the List for referral July 28, 2015; Moved to New Business.

87290 Michael Lehto (Academy Instructor) \$20,160 POLICE
 Submitted in the List for referral July 28, 2015; Moved to New Business.

87291 Garth R. Brooks (Academy Instructor) \$45,760 POLICE
 Submitted in the List for referral July 28, 2015; Moved to New Business.

87342 Dwayne Love (Ceasefire Initiative) \$76,000 POLICE
 Submitted in the List for referral July 28, 2015; Moved to New Business.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 28, 2015

Page 4

*The following contracts were **REFERRED** on July 28, 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:

2911229	Sherwin Williams	GENERAL SERVICES
2876477,Ext.	FutureNet Group	INSPECTOR GENERAL

Referred to Neighborhood and Community Services Committee:

No Contracts Referred

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2865739,Purch.Incr.	Qualified Abatement	BUILD.SAFETY ENGIN.&ENVIRON.
2865134,Renew	J & B Medical Supplies	FIRE / EMS
2895811,Exten.	Southeast MI Health Assoc.	HEALTH AND WELLNESS
87292	Dr. Marilyn Berkley	POLICE
2830398,Amend.	Detroit Building Authority	PUBLIC WORKS
2910810	Bob Maxey Ford	TRANSPORTATION

correction to add Vendor name- approved July 21, 2015

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 28, 2015

Page 5

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee:

Planning and Economic Development Committee:

2896965,Amend.1 Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 PLAN & DEVLPT.
Submitted in the List and Referred June 16, 2015.



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

July 20, 2015

HONORABLE CITY COUNCIL:

SPECIAL LETTER

PLANNING AND DEVELOPMENT

2911278 100% Federal Funding – To Provide Demolition and Redevelopment of Former Southwestern High School – Contractor: North American Commerce Center, LLC, Location: 6632 Telegraph Road, Suite 350, Bloomfield Hills, MI 48301 – Contract Period: Upon Approval from City Council through December 31, 2022 – Contract Amount: \$920,500.00

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,

A handwritten signature in black ink that reads "Boysie Jackson". The signature is written in a cursive style with a long horizontal line extending from the end.

Boysie Jackson
Chief Procurement Officer

BJ/zh
cc: Aliyah Sabree
Lena Willis

BY COUNCIL MEMBER: _____

RESOLVED, that Contract(s) #2911278 referred to in the foregoing communication dated July 20, 2015, be hereby and are approved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2015

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

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

PRODUCER 360 Risk Management, Inc. 21500 Haggerty Rd Suite 140 Northville, MI 48167 Rishie Modi	CONTACT NAME: Rishie Modi	FAX (A/C, No): 248-305-5154	
	PHONE (A/C, No, Ext): 248-360-4100	E-MAIL ADDRESS:	
INSURED North American Commerce Center LLC 6401 W. Fort Street Detroit, MI 48209	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty & Surety Co		19038
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6304F10910A	12/28/2014	12/28/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA4F10910A	12/28/2014	12/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0			CUP4F10910A	12/28/2014	12/28/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Detroit is listed as additional insured regarding Southwestern High School.

CERTIFICATE HOLDER	CANCELLATION
City of Detroit 2 Woodward Ave. Detroit, MI 48226	DETRC1
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



NORTH AMERICAN
COMMERCE CENTER, LLC

June 25, 2015

D. Scott Brinkmann, Esq.
Assistant Corporation Counsel
City of Detroit, Law Department
Transactional & Economic Development Division
2 Woodward Avenue, 5th Floor
Detroit, Michigan 48226

RE: Southwestern High School Project – Workers Compensation Insurance Requirements

Dear Scott,

At present time, North American Commerce Center, LLC does not have any employees. If any employees are hired by us, the requisite insurance will be put in place at the time of employment.

Sincerely,
North American Commerce Center, LLC

Murray D. Wikol
Member

Cc: File

*6632 Telegraph Road, Suite 350
Bloomfield Hills, Michigan 48301
248.988.9341 Office
248.723.4431 Fax*

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4067 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 2 Woodward Ave., Suite 500
DATE SENT 05/04/2015 CONTACT PERSON Scott Brinkmann
PHONE NUMBER (313) 237-3606 FAX NUMBER EMAIL sbrinkma@detroitmi.gov
CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME North American Commerce Center
ADDRESS 6632 Telegraph Road, Suite 350 CITY/STATE/ZIP Bloomfield Hills, MI 48301 OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER 47-1128299
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON Murray Wikol PHONE NUMBER (248) 968-9341 EMAIL ADDRESS mwikol@provisions.ws

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
SIGNATURE DATE MAY 07 2015 CLEARANCE VALID UNTIL AUG 31 2015

copy

JUN 25 2015



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: LAW

E-MAIL ADDRESS: sbrinkma@detroitmi.gov

CONTACT NAME: Scott Brinkmann PHONE: 237-3006 FAX: 224-5505

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

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name North American Commerce Center, LLC
Address 6632 Telegraph Road, Suite 350

City Bloomfield Hills

State MI Zip Code 48301

Telephone (248) 988-9341 Fax # _____

E-mail Address mwikol@provisions.ws

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Murray Wikol

Telephone # (248) 988-9341

Fax # _____

Employer Identification or Social Security Number
47-1128299

Spouse Social Security Number _____

Nature of Contract _____

BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____

Contract # (if known) _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

- Yes No
- Yes No
- Yes No

Signature [Signature]

Date JUN 25 2015

Expires JUN 25 2016

Signature _____ Date _____ Expires _____

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

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

I, being a duly authorized representative of North American Commerce Center, LLC, (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) Development & Subrecipient Agreement - 6701&6921 W. Fort Rehab

Duration of Covenant Effective Date of Agreement to Expiration of Agreement

Printed Name of Contractor/Organization North American Commerce Center, LLC
(Type or Print Legibly)

Contractor Address 6632 Telegraph, Suite 350 Bloomfield Hills, MI, 48301
(City) (State) (Zip)

Contractor Phone/E-mail (248) 988-9341 / mwikol@provisions.ws
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Murray D. Wikol

Signature of Authorized Representative: [Signature]

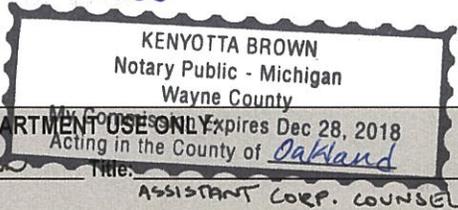
Date: 5/8/2015

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

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Kenyotta Brown 158107055

My Commission Expires: 12 / 28 / 2016



FOR CONTRACTING DEPARTMENT USE ONLY
Date Rec'd: 5 / 20 / 15 Received by: SLOTT BRINKMAN Title: ASSISTANT CORP. COUNSEL
Expires Dec 28, 2018
Acting in the County of Oakland

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