

CITY OF DETROIT BUILDING AUTHORITY  
CONSTRUCTION SERVICES AGREEMENT  
WITH  
LAKESHORE GLOBAL CORPORATION

THIS AGREEMENT, dated and made effective as of this 20th day of March, 2020 (hereinafter called the "Agreement"), by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and **LGC GLOBAL, INC., f/k/a LAKESHORE GLOBAL CORPORATION**, a Michigan profit corporation, with offices at 7310 Woodward Avenue, Suite 500, Detroit, Michigan 48202 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to remove and relocate sewer lines at the new Carpenters Union Training Facility located at 7515 Elmhurst Street, Detroit, Michigan 48204 (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I  
Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

## ARTICLE II

### Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.05.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III  
Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than May 22, 2020, (the Contract Term), unless, the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV  
Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for a total amount not to exceed Eight Hundred Fifty Four Thousand Eight Hundred Seventy and 00/100 (\$854,870.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.04 Requests for progress payments shall be submitted by Shashidhar Shastri, or by another duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V  
Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI  
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII  
Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to

- sufficiently increase such personnel when directed to do so by the Authority; and/or
- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
  - (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
  - (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
  - (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
  - (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
  - (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
  - (m) The Contractor ceases to conduct business in the normal course, and/or
  - (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
  - (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

#### ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the

Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement 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 Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges



that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

#### ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 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 both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

#### ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or

responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI  
Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII  
Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority and the City harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.03 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.04 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.05 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII  
Insurance

13.01 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence-based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.
- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
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Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

- (c) [INTENTIONALLY OMITTED].
- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.

13.02 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.03 [INTENTIONALLY OMITTED].

13.04 Unless prohibited by law, the commercial general liability policy maintained by the Contractor hereunder shall name the Authority and the City as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.05 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.06 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

13.07 Certificates of insurance evidencing at least the Minimum Insurance Requirements shall be submitted to the DBA on or before the Effective Date and at least fifteen (15) days prior to the expiration dates of expiring policies. Upon request, the Contractor shall provide the DBA with copies of all required policies.

ARTICLE XIV  
Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV  
Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor 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 (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

#### ARTICLE XVI Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

#### ARTICLE XVII Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority:	City of Detroit Building Authority 1301 Third Street, Suite 328 Detroit, Michigan 48226 Attention: Tyrone Clifton
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with a copy to:

The Allen Law Group, PC  
3011 W. Grand Blvd., Suite 2500  
Detroit, Michigan 48202  
Attention: Floyd E. Allen, Esq.

If to Contractor: Lakeshore Global Corporation  
7310 Woodward Avenue, Suite 500  
Detroit, Michigan 48202  
Attention: Shashidhar Shastri

17.02 Notices shall be deemed given on the date of mailing. 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 herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII  
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with

the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.

- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department,



commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.

- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

## ARTICLE XIX

### Office of the Inspector General

19.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

19.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

19.03. A fine shall be assessed to the Authority in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Authority, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

19.04. Pursuant to Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

19.05. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

19.06. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

ARTICLE XX  
Miscellaneous

20.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

20.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.03 This instrument, including Exhibit A, attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

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

20.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

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

20.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority 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 the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

20.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

20.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

20.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

20.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

20.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

20.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

20.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

20.15. [INTENTIONALLY OMITTED].

20.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

20.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

20.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with

performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

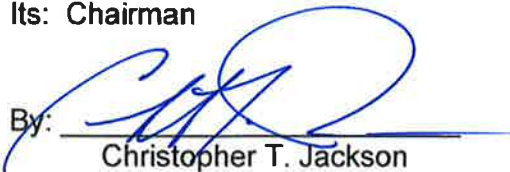
20.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF DETROIT BUILDING  
AUTHORITY**, a Michigan public authority  
and body corporate

By:   
Hakim W. Berry

Its: Chairman

By:   
Christopher T. Jackson


Its: Treasurer

**LAKESHORE GLOBAL  
CORPORATION**, a Michigan profit  
corporation

By:   
Avinash Rachmale

Its: CEO

APPROVED AS TO FORM:

  
\_\_\_\_\_  
General Counsel, City of Detroit  
Building Authority

## ATTACHMENT A

### PAYMENT PROCEDURES

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The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

#### Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.

6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

**Tyrone Clifton, Director  
City of Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, Michigan 48226**

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
  - a. This Agreement is executed by the Contractor and the Authority.
  - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
  - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor, that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims

by the Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.



## EXHIBIT A

### SCOPE OF WORK

The scope of work for the Project includes the removal/abandon existing sewer lines, installation of new sewer lines, and catch basins, etc., as outlined in the Scope of Work section of the RFP on page 15. The plans depiction of the conditions are considered accurate U.N.O. The work also includes:

- Removal of concrete curbs, sidewalks and subsurface materials is included. Restoration of these areas is also included.
- Existing sewer lines abandoned in-place shall be filled with flowable fill.
- Removal of trees that encroach upon the open excavation for the sewer trench is included as specified in the plans.
- Soil erosion measures and Street Cleaning are included as specified (as minimum) and required.
- Remove the AT&T Vault and underground cable located at the north side of the site. (Ref. RFP demo plan) Qty: 184 LF
- Remove the DTE Gas line as shown in the plans. This notation only applies to the 2ft/lbs line on the south side of the site. Quantity = 295 LF
- *Permit fees are included in this scope of work* (e.g. – Soil Erosion/Sewer line/Lan Closures).
- Payment and Performance Bond is required.
- Pavement removal and restoration is included in this scope of work as specified.
- Removal/reinstallation of signs is included.
- It is the intent to install the new sewer line sunder the sidewalk to avoid the existing infrastructure in American Road. However, this will be directly correlated to the depth of installation and trench width requirements per code. Contractor will be responsible for the coordination of the existing utilities when distributing the pavement in American Road.
- Quantities of the work are provided on the drawings for pricing. Unit pricing is required and shall be in accordance with the RFP.
- Actual quantities will be used to validate invoices submitted for payment.
- Contractor to coordinate with DWSD for temporary bypass pumping or temporary sewer block upstream.

#### **Tentative Schedule Start Milestones**

- Bonds: Tuesday, March 24, 2020
- Site Mobilization: Monday, March 30, 2020
- Project Completion: Friday, May 22, 2020

EXHIBIT B

CONTRACTOR'S PROPOSAL

SEE ATTACHED HERETO

# Lakeshore Global Corporation

7310 Woodward Ave, Ste 500  
Detroit, MI 48202  
Tel: 313-989-4141

Point of Contact:  
Avinash Rachmale, Chairman / CEO  
Cell: 313-215-1669  
email: avinash.rachmale@lgccorp.com

## BID / OFFER

Contract #:	Bid# 2.28.2020 Sewer Line Relocation RFP
Date for Receipt of Bids/Offers:	03/13/2020
Time for Receipt of Bids/Offers:	1:00pm
Office Designated to Receive Bids/Offers:	Detroit Building Authority

March 13, 2020

Detroit Building Authority

DBA Offices, Suite 328,

Detroit Public Safety Headquarters,

1301 Third St, Detroit MI 48226

Subject: 2.28.2020 - Sewer Line Relocation RFP

Dear Selection Committee:

Lakeshore Global Corporation (LGC), a general contractor based in Detroit, is pleased to submit this proposal to The Detroit Building Authority (DBA) for the performance of Requisition No. RFQP 1.22.2020, "2.28.2020 - Sewer Line Relocation RFP." We agree to the terms and conditions in this contract.

LGC sincerely appreciates the opportunity to be considered for this project and, if selected, will provide the DBA with a team of professionals committed to your success. We look forward to meeting the DBA project team to discuss our approach to successfully and efficiently perform the require scope of work mentioned in this contract.

If you have any questions about our pricing, please contact the undersigned authorized to sign contracts at [shashidhar.shastri@lgccorp.com](mailto:shashidhar.shastri@lgccorp.com) or at [avinash.rachmale@lgccorp.com](mailto:avinash.rachmale@lgccorp.com).

Regards,

**LAKESHORE GLOBAL CORPORATION**



**Avinash Rachmale**  
Chairman & CEO  
313-215-1669

## SCOPE OF WORK, PROPOSAL FORMS & EXHIBITS

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section 6A- Statement of Proposal Form	Included
Section 6B- Proposal Form	Included
Section 6C- Business Information Questionnaire	Included
Exhibit A: Scope of Work	Not Included
Exhibit B: Site Specs & Drawings	Not Included
Exhibit C: Qualifications Evaluation Packet	Included
Exhibit D: Disposal of Material Affidavit	Included
Exhibit E: Non-Collusion Affidavit	Included
Exhibit F: Equalization Eligibility Form	Included
Exhibit G: Purchasing Vendor Clearance Request	Included
Exhibit H: Request for Income Tax Clearance	Included
Exhibit I: Covenant of Equal Opportunity	Included
Exhibit J: Hiring Policy Compliance Affidavit	Included
Exhibit K: Slavery Era Records and Insurance Disclosure Affidavit	Included
Exhibit L: Resolution of Authority	Included
Exhibit M: Debarment Suspension Affidavit	Included
Exhibit N: Financial Statements Affidavit	Included
Exhibit O: Affidavit of Disclosure of Interests by Contractors and Vendors	Included
Exhibit P: Statement of Political Contributions and Expenditures	Included
Exhibit Q: DRAFT Construction Services Agreement Form	Not Included

## SECTION 6A – STATEMENT OF PROPOSAL FORM

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's Proposal, experience, capacity and ability to provide the full and comprehensive services contemplated and identified in this RFP relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of Proposal, experience, capacity, or ability to provide the services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) **Provide information for at least THREE and not more than five projects completed within the last 3 years over \$350,000.00 which are of a similar scope. Select projects in urban areas of a similar character to Detroit by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each. Also select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this contract. The Project Description for each project should describe the relevance to this Project including special features.**

A-1) Project Name GLWA-CON-105: 30" Transmission Main under Jefferson St, River Rouge Bridge

Location Jefferson St, River Rouge Bridge, MI

Project Owner GLWA - Great Lakes Water Authority

Owner Contact: Biren Saparia phone (313) 267-8977 email biren.saparia@glwater.org

Architect of Record N/A

Project Description Construction of a new 30" diameter water main parallel and about 40' east of the West Jefferson Bascule Bridge below the Rouge River.

Gross Project Area (sf) N/A

Construction Cost / Contract Value \$ \$2,289,516.00

Date of Construction Substantial Completion October 2017

LEED Certification N/A Level of Certification N/A

A-2) Project Name GLWA-CON-181 Water Transmission Main Repair

Location Detroit, MI

Project Owner GLWA - Great Lakes Water Authority

Owner Contact: Todd King phone 313-799-0289 email todd.king@glwater.org

Architect of Record N/A

Project Description GLWA's large diameter water mains consist of approximately 800-miles of pipelines that are 24-inch, 36-inch, 48-inch and 72-inch in diameter.

Gross Project Area (sf) N/A  
Construction Cost / Contract Value \$ \$15,000,000.00  
Date of Construction Substantial Completion 10/2019  
LEED Certification N/A Level of Certification N/A

A-3) Project Name WS-685 -- Water System Improvements at Various Streets (Detroit)  
Location Various Streets Throughout Detroit  
Project Owner DWSD - Detroit Water and Sewerage Department  
Owner Contact: Mohamad Jaber phone 313-220-3087 email jaber@glwater.org

Architect of Record N/A  
Project Description Involves replacement of 6-inch, 8-inch, 12-inch, and 16-inch water mains in various streets throughout the City of Detroit.  
Gross Project Area (sf) N/A  
Construction Cost / Contract Value \$ \$6,428,920  
Date of Construction Substantial Completion 05/17/2017  
LEED Certification N/A Level of Certification N/A

- b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project'** (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and professional fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in professional fee) Tom Hardiman

Project Manager Anant Narare

Project Architect/Engineer Akash Patel

Project Estimator / Procurement Angie Chappell

Project Superintendent Ritwik Sattoor

Assistant Project Superintendent Donzell Whitt

Project Accountant Paul Marumudi

Document Control Paul Marumudi

Compensation for all positions above the Project Manager shall be included in the professional fee.

**c) Provide the following Information:**

Corporate Organization Chart (attach)

Surety / Bonding Company XL Specialty Insurance

Current Experience Modification Rating: 1.00

Scheduling Program Formats Primavera P6, Microsoft Project

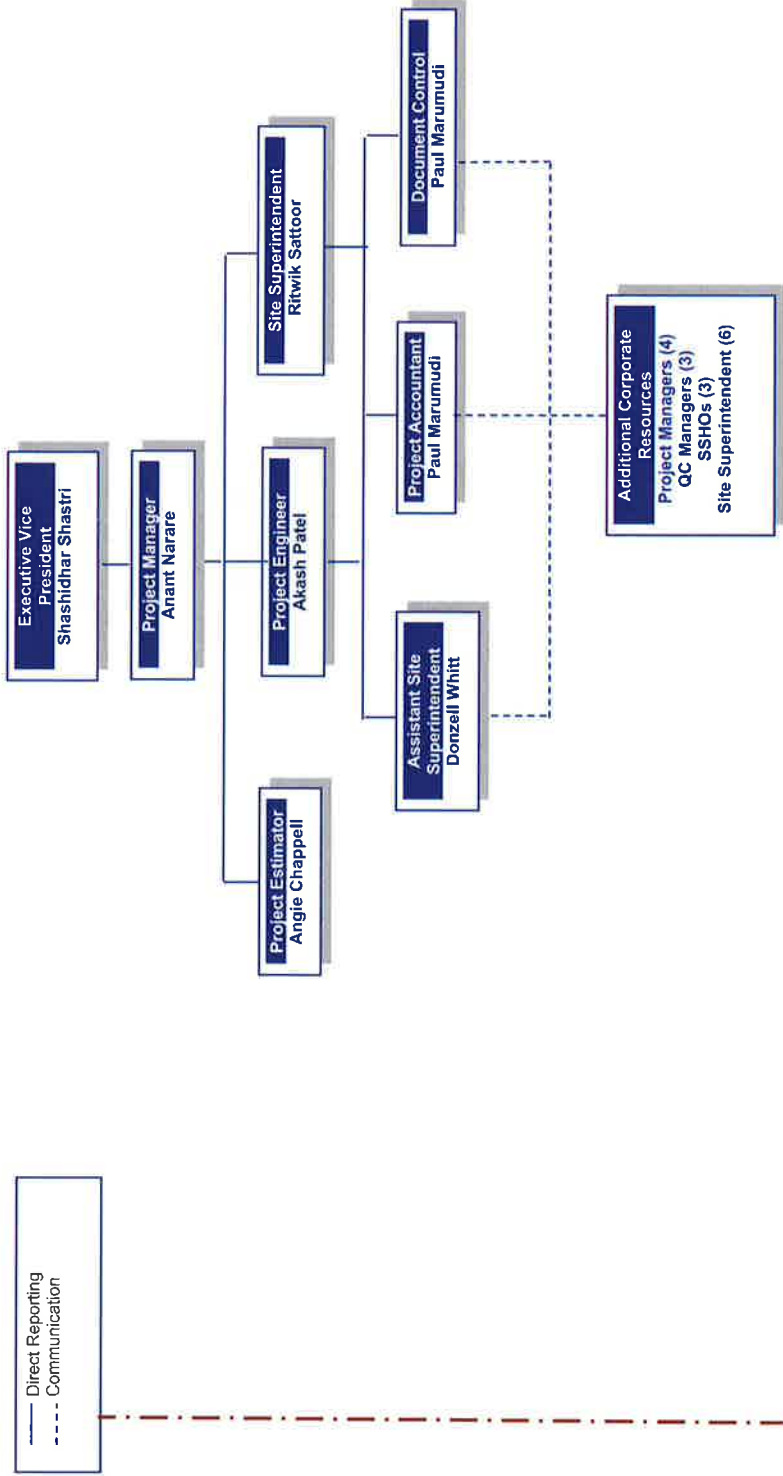
Project Cost Tracking System FieldLens

Sample of the following proposed document to be used by the Contractor in Bid Packaging

- Proposed Subcontract Agreement - See AIA Subcontractor Agreement
- Proposed General Terms & Conditions - Please see attached
- Proposed Start-up and Close-out Procedures -Please see attached
- RFI and Submittal tracking procedures -Please see attached
- Project Website (Optional) - <https://lgccorp.com/>
- Safety Record – DART and Lost time incident rate



The LGC Global Inc Team Project organization chart illustrates the line of communication between the project team, subcontractor, client and our Corporate office



SAMPLE SUBCONTRACT AGREEMENT (AIA)

 **AIA**® Document A401™ – 2007

**Standard Form of Agreement Between Contractor and Subcontractor**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Contractor:  
(Name, legal status, address and other information)

and the Subcontractor:  
(Name, legal status, address and other information)

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: \_\_\_\_\_

with the Owner:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:  
(Name, legal status, address and other information)

The Contractor and the Subcontractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

## ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

### § 6.1 Mediation

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 6.2 Binding Dispute Resolution

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### § 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

#### § 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

### ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

*(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)*

### ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

*(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than  
*(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

**ARTICLE 10 SUBCONTRACT SUM**

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

*(Insert the numbers or other identification of accepted alternates.)*

§ 10.3 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 10.4 Allowances included in the Subcontract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
------	----------------

**ARTICLE 11 PROGRESS PAYMENTS**

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

#### ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

*(Insert provisions for earlier final payment to the Subcontractor, if applicable.)*

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

#### ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

**§ 13.5** The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

**§ 13.6** The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

**§ 13.7** Performance Bond and Payment Bond:

*(If the Subcontractor is to furnish bonds, insert the specific requirements here.)*

### **§ 13.8 Property Insurance**

**§ 13.8.1** When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

**§ 13.8.2** If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

**§ 13.8.3** Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

### **§ 13.9 Waivers of Subrogation**

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## **ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS**

**§ 14.1** The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

**§ 14.2** Specific working conditions:

*(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)*

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

§ 15.3 Retainage and any reduction thereto are as follows:

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

**ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS**

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:  
*(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*



This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
SUBCONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

Init.



## 1. Relationship Between the Parties

1.1 Acceptance of Purchase Orders (PO) - Vendor in its discretion may accept or decline the PO; provided, however, that Vendor shall be deemed to have accepted the PO if either: (a) Vendor begins work or performs services as described in the PO; or (b) Vendor affirmatively accepts the PO in writing. Acceptance by Vendor of the PO, either by written acceptance or performance is limited to and subject to the terms contained therein, and notice is hereby given that LGC objects to any additional or different terms contained in any acceptance of this PO.

1.2 Responsibilities of the Parties - Unless otherwise provided in a written agreement or PO, Vendor shall be solely responsible for the delivery and completion of the description of materials and services in the PO. Neither LGC nor the End-Client shall have any responsibilities or duties for the successful completion of the PO, except for those responsibilities or duties set forth in the PO.

## 2. PO Management

2.1 Dealing with End-Client - Vendor shall not have any authority under any PO to act on behalf of LGC, or to waive or amend any provision of the PO. Vendor shall copy LGC on any written communication between Vendor and any End-Client relating to any PO.

2.2 Supervision of Vendor Personnel - All Vendor personnel shall be considered, for all purposes, employees of Vendor or its approved subcontractors and not of LGC or any End-Client. Vendor shall ensure only fully qualified Vendor personnel are assigned to perform Services and provide materials under this PO, and such Vendor personnel shall perform services and provide materials diligently and in a timely manner, according to the highest applicable professional, ethical and technical standards.

2.3 Compliance with Employment and Labor Laws - During the performance of any work under this PO, Vendor shall, at its own expense, comply with all federal, state and local laws, rules and regulations applicable to the Vendor's Operations hereunder, including but not limited to the National Labor Relations Act, the Americans with Disabilities Act, all applicable employment discrimination laws, overtime laws, tax laws, immigration laws, worker's compensation laws, occupational safety and health laws, and unemployment insurance laws, and any regulations related thereto, and the non-discrimination and affirmative action provisions of the United States Code, Code of Federal Regulation and the Federal Acquisition Regulations.

2.4 Sub-Subcontractors - Vendor may not use a subcontractor to perform services under a PO without the explicit written consent of LGC. Vendor shall be solely responsible for the performance of and payment to its subcontractors.

## 3. Payment

3.1 Fees - LGC shall pay Vendor Fees specified in the applicable PO. Fees may be specified in a PO as a fixed-sum, hourly rate or otherwise. Fees specified as hourly shall be based on the amount of time expended by Vendor personnel regarding solely the description of services and materials in the PO, and in accordance with the hourly rates of Vendor Personnel as set forth in the applicable PO.

3.2 Exclusions and Conditions - Notwithstanding any provision in this Agreement to the contrary, LGC shall have no obligation to pay any Fees: (a) in excess of any fixed price or firm quotation in the PO; or (b) for the time or cost of any Vendor Personnel or material provided whose applicable hourly rate or cost was not previously disclosed to LGC in the PO.

3.3 Invoicing - LGC shall pay all amounts due and payable under a PO within 30 days after receipt of Vendor's invoice for same, unless a different time is specified in the PO, or LGC otherwise objects to the invoice or requires additional information. LGC shall have the right to set-off against Vendor's invoice any amounts owed by Vendor to LGC. Vendor shall have no claim of lien against any End-Client for non-payment of amounts allegedly owed by LGC under any PO.

## 4. Remedies for Breach

4.1 Cover - If the Vendor Breaches its obligations under any PO, and in response to such breach LGC terminates the PO pursuant to subsection 4.4, then LGC may at its election, select alternate provider(s) to complete the PO. In that case the Vendor shall reimburse LGC for any Additional Costs incurred by LGC as a result of seeking cover.

"Additional Costs" shall be defined as: costs, expenses, losses including consequential and incidental damages associated with the completion of the PO that LGC has incurred as a result of the Vendor's Breach.

4.2 Refund - If Vendor breaches its warranties under the PO, or fails to provide material or services in accordance with the terms of the PO, LGC shall be entitled to a refund of any fees paid for such materials or services.

4.3 Remedies Nonexclusive - The rights and remedies of LGC pursuant to subsections 4.1, 4.2, and 4.3 are in addition to, and not in lieu of, any and all rights and remedies to which LGC may be entitled under applicable statutory and common law, including monetary damages.

4.4 Termination of PO - LGC may terminate any PO if the Vendor materially breaches its obligations hereunder. However, LGC must first provide Notice of Default to the Vendor, specifying in reasonable detail the nature of the alleged breach.

## 5. General Provisions

5.1 Indemnification by Vendor - Vendor shall defend, indemnify, and hold harmless LGC and its End-Clients from all claims, suits and actions by third parties (including any damages, losses, judgements, attorneys' fees, costs, and expenses incurred as a result thereof) that arise out of or allege: (a) injuries to persons or property caused by the acts or omissions of Vendor or Vendor personnel in connection with this PO; and (b) a breach by Vendor of its warranties and obligations under this PO.

5.2 Indemnification by LGC - LGC shall defend, indemnify, and hold harmless Vendor from all claims, suits and actions by third parties (including any damages, losses, judgments, attorneys' fees, costs, and expenses incurred as a result thereof) that arise out of or allege: (a) injuries to persons or property caused by the acts or omissions of LGC or LGC personnel in connection with this PO.

5.3 Choice of Law - This PO will be governed and construed in all respect by the Laws of the State of Michigan without regard to its conflicts of laws principles.

5.4 Relationship Between the Parties - The Parties to this PO are independent contractors. Nothing stated in the PO will be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant or franchisor-franchisee between the parties hereto.

5.5 Entire Agreement - This PO together with an exhibits (if applicable), constitutes the entire Agreement between the parties with respect to the subject matter of the PO, and supersedes all prior and contemporaneous agreements between the parties in connection with the PO.

<b>TITLE:</b>		<b>SUBMITTAL REVIEW CHECKLIST</b>
<b>Original Issue Date: 9/12/2018</b>	<b>Revision Date:</b>	<b>SOP: PEM-210</b>
<b>Prepared By: PMO</b>	<b>Approved By: EMT</b>	<b>Effective Date: 9/17/2018</b>

## 1.0) PURPOSE

The project team needs to ensure that all submittals sent for approval are processed accurately. Lakeshore must scrutinize all submittals for completeness, accuracy and adherence to the contract documents. This is done by thoroughly reviewing documents received from our subcontractors and suppliers before presenting to the party reviewing and approving said submittals.

## 2.0) DEFINITIONS

**Shop Drawings** – are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

**Product Data** - are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**Samples** - physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

## 3.0) REFERENCES

PEM – 205 (In development)

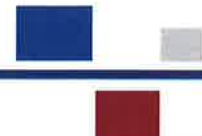
PEM - 255 (In development)

## 4.0) PROCEDURE

A Submittal Review checklist will be completed for all items required to be submitted for approval on a project. Completion of this checklist will be performed by the QC Manager (QCM) on the jobsite.

Information to be recorded is as follows:

- A) Sheet will identify the project, project location and job number.
- B) The scope of work being submitted.
- C) The corresponding specification sections and drawings will be referenced on the checklist.



<b>TITLE:</b>		<b>SUBMITTAL REVIEW CHECKLIST</b>
<b>Original Issue Date: 9/12/2018</b>	<b>Revision Date:</b>	<b>SOP: PEM-210</b>
<b>Prepared By: PMO</b>	<b>Approved By: EMT</b>	<b>Effective Date: 9/17/2018</b>

The following quality control steps will be taken:

- The submittal will be reviewed for compliance with specified manufacturers. If the submittal does not contain a specified manufacturer, then QCM will investigate if a substitution has been allowed.
- QCM will thoroughly review the specifications and determine the required items to be submitted for particular item. QCM will then review submittal received from the subcontractor to see if all required items have indeed been submitted. These items include product data, shop drawings, samples, certifications and calculations.
- After determining if Lakeshore has received all the proper documentation required, QCM will then review items for compliance with specifications.
- If a submittal has an installation procedure that requires the services of an outside testing agency, it will be stated on the checklist. Also, to be included are records if the testing method needs to be approved and if the testing agency has been notified.
- If a submittal has an installation procedure that requires that a manufacturer’s representative be present, it will be stated on the checklist. Also, to be included is
  - a record if representative has been notified.
  - Submittals should be cross-referenced with other drawings relating to the same
  - scope of work. This cross-referencing will be recorded on the checklist.
- QCM will verify that the appropriate number of documents was received from subcontractor or supplier.

After checklist has been completed, the CQC Manager will sign off verifying its accuracy. A second signature will be required by the Project Manager.

**5.0) RECORDS**

A copy of the Submittal Review checklist will be kept in the same file as the submittal(s) for the scope of work performed. After project completion it is processed in accordance with the (yet to be established) procedure for Record Filing, Retention, and Destruction of Documents.

**6.0) EXHIBITS**

Submittal Review Checklist



<b>TITLE:</b>		<b>SUBMITTAL REVIEW CHECKLIST</b>
<b>Original Issue Date: 9/12/2018</b>	<b>Revision Date:</b>	<b>SOP: PEM-210</b>
<b>Prepared By: PMO</b>	<b>Approved By: EMT</b>	<b>Effective Date: 9/17/2018</b>

**SUBMITTAL PREPARATION CHECKLIST**

**Project:** \_\_\_\_\_

**LGC Job #** \_\_\_\_\_

**SCOPE OF WORK** \_\_\_\_\_

**SPEC SECTION** \_\_\_\_\_

**DRAWING(S)** \_\_\_\_\_

- |   |                              |                             |                              |                          |
|---|------------------------------|-----------------------------|------------------------------|--------------------------|
| I) Does submittal use a specified manufacturer or equal for material to be used?<br>If no, has a substitute manufacturer been approved?                             | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| II) Does submittal contain all necessary product data?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| III) Does submittal contain all necessary shop drawings?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| IV) Does submittal contain all necessary calculations?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| V) Does submittal contain all necessary certifications?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| VI) Have all samples been received?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| VII) Does warranty submitted match what is required in specs?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| VII) Will work performed by this submittal need on-site testing?<br>If yes, does testing method need to be approved?<br>If yes, has testing agency been contracted? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| VIII) Will work performed by this submittal need a manufacturers rep on-site?<br>If yes, has representative been contracted?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| IX) Do shop drawings coincide with project drawings?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Civil   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Architectural   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Mechanical  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Plumbing  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Electrical  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| Other (List if needed)  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| X) Is submittal complete - no missing items or data?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| XI) Do we have the appropriate number of copies for submission?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> | <input type="checkbox"/> |

**SIGNATURES**

\_\_\_\_\_  
**CQC Manager**

\_\_\_\_\_  
**Project Manager**



LGC Global Inc.  
 7310 Woodward Ave. Fifth Floor  
 Detroit Michigan, 48202  
 (313) 989-4141 Office (313) 875-2732 fax

Date: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 RFI# \_\_\_\_\_  
 LGC Job# \_\_\_\_\_

**REQUEST FOR INFORMATION**

Page 1 of 1

TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Send Response To: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

Attn.: \_\_\_\_\_  
 Phone No: \_\_\_\_\_

Project: \_\_\_\_\_ Contract No. \_\_\_\_\_

Subject: Specification Reference: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

Clarification:

Attachments: \_\_\_\_\_  
 \_\_\_\_\_

Request Issued By: \_\_\_\_\_  
 (Print Name) (Signature)

**Special Notes:**

Should your response not be received within 1 Days, the following impacts may occur.

- |   |  |
|---|--|
| <input type="checkbox"/> Schedule Delays        | <input type="checkbox"/> Increased Field/Home Office Overhead    |
| <input type="checkbox"/> Labor Cost Impacts     | <input type="checkbox"/> Subcontractor Cost and Schedule Impacts |
| <input type="checkbox"/> Material Cost Impacts  | <input type="checkbox"/> Impacts Unknown at This Time            |
| <input type="checkbox"/> Equipment Cost Impacts |  |

Response: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Response Issued By: \_\_\_\_\_  
 \_\_\_\_\_



# 360 Risk Management

INCORPORATED

COMPLETE INSURANCE SOLUTIONS

21500 Haggerty Road  
Suite 140  
Northville, Michigan 48167

T 248.360.4100  
F 248.305.5154

[www.360RMI.com](http://www.360RMI.com)

January 7, 2019

LGC Global, Inc.  
Lakeshore Global Corporation  
7310 Woodward Ave.  
Detroit MI 48202

RE: Worker's Compensation Policy

To Whom It May Concern:

Below is a record of the Michigan Insurance Modification Factor or EMR for your business.

8/7/2017-8/7/2018	0.80
8/7/2018-8/7/2019	1.00

Thank you!

  
Jessica McElgunn  
Vice President of Operations



LGC Global, Inc. (LGC) has a history in the fields of Engineering, Construction Management, and Facilities Maintenance that dates back to 2003 performing construction, civil sitework, infrastructure improvement, and asset maintenance projects for Municipal and Federal Government clients.



LGC's leaders, managers, field staff and corporate support have been key to our longevity in the public-sector market. Throughout the years, LGC has placed value on the high-quality personnel it attracts and retains, resulting in consistent staffing and reliable service.

## **MUNICIPAL INFRASTRUCTURE**

At the local level, LGC has built strong working relationships with municipal departments in cities throughout southeast Michigan. Our employees are knowledgeable of the neighborhoods and have a proven track record of understanding the safety, quality, budget and community concerns involved in large-scale infrastructure improvement projects. Headquartered in Detroit, LGC has a long working history with the Detroit Water and Sewerage Department (DWSD), Great Lakes Water Authority (GLWA), Detroit Public Schools (DPS), and the City of Detroit.

In the municipal infrastructure arena, LGC has performed in excess of \$450M worth of work with core service offerings including the removal, installation, and repair of water systems, waste water systems, and storm water systems. LGC offers specialized knowledge and expertise in the areas of water and waste water treatment plants, water system improvements, conveying systems, asset operation and maintenance, in-place rehabilitation of sewers, drainage, distribution and collection systems, filtration plants, dikes, dams and floodwalls, and rehabilitation of outfalls and water mains / sewer lines using trenchless technology.

A sample of recent municipal infrastructure improvement projects performed by LGC includes the following:

Project Title	Client / Owner	Contract Value
PC-779: Specialized Process Equipment Installation and Maintenance at Water and Wastewater Facilities	Detroit Water and Sewerage Dept.	\$27,100,000
WS-689: Repair of Water Main Systems of Various Pipe Sizes throughout City of Detroit	Detroit Water and Sewerage Dept.	\$4,200,000
DWS-879: Repair of Pavements, Sidewalks, Driveways, and Curb Cuts throughout City of Detroit	Detroit Water and Sewerage Dept.	\$14,890,000
WS-685: Water System Improvements throughout City of Detroit	Detroit Water and Sewerage Dept.	\$6,500,555
WS-693A: Water Main Replacement	Detroit Water and Sewerage Dept.	\$9,479,876
PC-793: Specialized Process Equipment Installation & Maintenance at Water and Wastewater Facilities	Detroit Water and Sewerage Dept.	\$27,799,000
DWS-891: Pressure Regulating Valve Vault Improvements	Great Lakes Water Authority	\$1,849,500
RFP-TC-50925: Snow Removal & De-icing Services for various DWSD/GLWA Locations	Great Lakes Water Authority	\$1,159,890

PC-798A: Facilities Maintenance Requirement Contract	Great Lakes Water Authority	\$10,768,012
CON-109: Emergency Refurbishment of Storm Pumps #5 & #7, Upgrade of Pump #5, and Motor Control Center Upgrade for (8) Storm Pumps at Freud Pumping Station	Great Lakes Water Authority	\$3,963,890
CON-105: 30" Transmission Main under Jefferson St, River Rouge Bridge	Great Lakes Water Authority	\$2,289,516
PO #3591: Valve & Transmission Main Assessment	Great Lakes Water Authority	\$491,705
PO #0003784: Roof Replacement & Ventilation Upgrade at Conner Creek Sewage & Storm Pumping Station	Great Lakes Water Authority	\$470,808
#82122: MDOT Pump Station Rehabilitation	Michigan Dept of Transportation	\$3,535,881
Sewer Separation East of Telegraph, North of Cherry Hill, CSO #004, Phase II	City of Dearborn	\$13,100,000
MCWDD Sewerage Metering Facility Rehabilitation / Repair	Macomb County Public Works Commissioner	\$6,800,888

## FEDERAL BUILDING CONSTRUCTION & CIVIL SITEWORK

Demonstrating LGC's military construction experience is a decade-long relationship with U.S. Army Corps of Engineers (USACE) Kansas City District and McConnell Air Force Base's 22<sup>nd</sup> Contracting Squadron. LGC, under several Indefinite-Delivery / Indefinite-Quantity (ID/IQ) contracts, has worked closely with the Kansas City District of USACE since 2005. More than 60 civil, construction, renovation, and repair task orders - valued over \$88M - have been completed to date by LGC. Evaluations for those projects evidence a high level of client satisfaction with our performance, with greater than 80% of ratings at "Above Average" or "Outstanding". LGC recently completed the largest task order thus far, valued at more than \$18M, involving the design-build facility renovation of (4) buildings totaling 350,000 SF.

LGC's civil works capabilities include installation and repair of concrete and asphalt pavements, sidewalks, driveways, manholes, signage / signalization, steel / concrete bridge structures, erosion control, and site drainage. Our firm has performed site development and horizontal construction projects such as airfield runways, aprons, and taxiways; highways and roadways; bridges; and secured entry points.

A sample of recent Federal horizontal and vertical construction projects performed by LGC includes the following:

Project Title	Client / Owner	Contract Value
FY12 Facility Renovations – (McConnell AFB, KS)	U.S. Army Corps of Engineers, Kansas City District	\$18,025,000
Repair Ramp Lighting – (McConnell AFB, KS)	U.S. Department of the Air Force	\$145,293
Hart-Dole-Inouye Federal Center Historic Lobby Renovation – (Battle Creek, MI)	U.S. General Services Administration	\$1,245,000
KC-46A De-Icing Pads – (McConnell AFB, KS)	U.S. Army Corps of Engineers, Kansas City District	\$4,550,000

## FACILITIES MANAGEMENT

Years of refurbishment and the provision of janitorial, building maintenance, and management of the LGC Corporate headquarters, an 8-story pre-war Albert Khan building, birthed the facilities management division that now manages custodial/janitorial and maintenance services for 28 of the 100 Detroit Public Schools and 3 local healthcare facilities. Additionally, LGC currently manages a 3-year contract with DWSD for asset maintenance, repairs, replacements and upgrades of 12 DWSD offices, 5 service yards, 5 waste water treatment plants, 20 fresh water booster stations, 10 water pumping stations, and 10 CSO basins. LGC’s previous full facility operations experience also includes military contracts; federal, state, and municipal government services for maintenance, custodial, and ground services; and upkeep of all primary plumbing, mechanical, electrical, and support systems.

A sample of recent facilities management projects performed by LGC includes the following:

Project Title	Client / Owner	Contract Value
Facility Operations, Maintenance, Custodial, & Grounds Services	Detroit Public Schools	\$30,000,000
Facility Management – Woodward Campus	Lakeshore Healthcare Group	\$500,000 / yr (combined)
Facility Management – Cranbrook Campus	Lakeshore Healthcare Group	
Facility Management – Elmwood Campus	Lakeshore Healthcare Group	
Facility Operations & Maintenance – Labor Building	Sky Group Grand, Inc	\$350,000 / yr

**SUMMARY OF LGC GLOBAL PROJECT EXPERIENCE**

Contract	Description	Value	Owner	Location	Start Date	Completion Date	Percentage Complete	Delivery Method	Project Contact Information
CM-2014 Construction Management & Construction Services for Water System Improvements	Construction Manager at Risk for the replacement of 250,000' of water transmission system. Project encompassed a 17-mile work area spanning 114 streets throughout the City. Tasks performed include: <b>Waterline:</b> 8" DI Pipe 175,265 LF; 12" DI Pipe 28,295 LF; 16" DI Pipe 51,256 LF; 24" DI Pipe 5,095 LF <b>Gate Valves:</b> 8" Gate Valves 405 ea; 12" Gate Valves 69 ea; 16" Gate Valves 45 ea; Fire Hydrants: 483 ea <b>Directional Drilling and Jack &amp; Bore:</b> • Installed 1,000' of 8" waterlines by directional drilling under two major through freeways, as well as 650' of 16" waterline under the local Rouge River at a depth of 48' below river bed. Installed 120' of 8" and 12" waterlines under adjacent railway tracks • Installed 550' of 16" waterlines by directional drilling under a State Hwy at a depth in excess of 22'	\$55,600,000	Detroit Water & Sewerage Department	Detroit, Michigan	October 2006	October 2010	100%	Construction Manager at Risk	Mohamad Jabber Tel: 313-220-3087 e-mail: jabber@dwsd.org
DWS-865: Sewer Inspection & Design-Build Rehabilitation of Existing Circular & Non-Circular Sewers	DWS-865 was a 3-year design-build project for inspection and in-place rehabilitation of existing sewers on the east side of Detroit. The work included cleaning, televising, inspection and rehabilitation of circular and non-circular storm and sanitary sewer lines ranging in diameter from 8 through 120 inches using the cured in place pipe (CIPP) method. Approx. 210,000 LF of sewers rehabilitated under this contract.	\$40,000,000	Detroit Water & Sewerage Department	Detroit, Michigan	December 2006	December 2009	100%	Design-Build	Pei Boayue, Field Services Tel: 313-999-3611 e-mail: boayue@dwsd.org
DWS-849: Design-Build for Inspection and In-Place Rehabilitation of Existing Outfalls in the City of Detroit	A Design-Build contract for the inspection and in-place rehabilitation of (22) existing outfalls in Detroit. Due to their extreme age and lack of prior rehabilitation since their construction, these outfalls were in dire need of repairs, and had suffered severe dilatation to their lining system over the years with missing lining bricks resulting in extensive hydrostatic infiltration & exfiltration. The outfalls required full structural rehabilitation. The project was further complicated by their direct flow into the Detroit River, which ruled out the use of conventional construction methods.	\$44,900,000	Detroit Water & Sewerage Department	Detroit, Michigan	April 2005	December 2009	100%	Design-Build	Pei Boayue, Field Services Tel: 313-999-3611 e-mail: boayue@dwsd.org
PC-779: Specialized Process Equipment Installation and Maintenance at Water and Wastewater Facilities	Project required a specialized workforce comprised of Millwrights, Plumbers, Electricians, Bricklayers, Laborers, Carpenters, Operators and Technical Consultant performing operation, investigation, repair and maintenance work throughout DWS&S water and sewer network. This highly skilled team performed the land application program for lime stabilized Class B biosolids generated at the WWTP; completed the refurbishment of the belt filter presses from complex I for the WWTP including startup and training; demo and installation of (3) VFD's for (3) 30" pumps at the North Service Center booster station; investigation, repair and reinstallation work for water and sewer meter pits throughout the city of Detroit and its suburbs; demo and construction of Eight Mile and Kelly Rd PRV on the 42" water transmission line including construction of 17' x 38' vault; demolition of existing sludge pit and reconstruction of new sludge pit in the overall size of 123' X 30' X 8' including perforated and isolation gates; and demo of existing isolation valves and reinstallation of (5) new 18" to 24" isolation valves at Ford Rd pumping station.	\$27,100,000	Detroit Water & Sewerage Department	Detroit, Michigan	August 2010	August 2013	100%	Bid-Build	Tom Hall, Team Leader Tel: 313-267-3693 e-mail: tchall@dwsd.org
Vector Equipment Rental	Rental of Vector Equipment and Operating Crew for (2) Years + (1) Option Year	\$250,000	Detroit Water & Sewerage Dept	Detroit, Michigan	November 2014	October 2016 (extended on month-to-month basis)	100%	Maintenance	Tina Clinkscales, CPPB Supply Chain Operations / GLWA 9300 W Jefferson, Ste 213 Detroit, MI 48209 Tel: 313-297-6531 e-mail: tina.clinkscales@glwater.org
WS-689: Repair of Water Main Systems of various Pipe Sizes throughout City of Detroit	Involves repair and replacement of hydrants, valves, stop boxes, road gate boxes and other appurtenances as well as locating and repairing breaks and leaks on existing water mains and services on and less than 16-inch diameter water mains throughout the City of Detroit. Also includes repairs for transmission main from 24" to 96" in size	\$4,200,000	Detroit Water & Sewerage Department	Detroit, Michigan	January 2014	April 2016	100%	Construction / Maintenance	Mohamad Farhat, P. E. Engineering Manager Tel: 313-267-1201 e-mail: farhat@dwsd.org
DWS-879: Repair of Pavements, Sidewalks, Driveways, and Curb Cuts in Various Streets, at Various Locations Throughout the City of Detroit	This 3-year project consists of repair of pavement, sidewalks, driveways and curb cuts at various locations throughout City of Detroit and adjacent suburbs. Work includes trimming, removing and replacing 300,000 SF of concrete sidewalks, 155,000 SF of concrete driveways, 50,000 LF of concrete curb and 200,000 SY of road pavement. Also includes placement of 25,000 SY of high early strength concrete, 170,000 SY of no slump concrete base, 35,000 SY of pavement reinforcement (mesh), 15,000 tons of wearing course mixture, repair of 2,150 manhole structures, 2,000 gate boxes, 65,000 SF of 6" ADA sidewalk ramp, pavement marking, and 1,600 traffic control locations on major thoroughfares in the city, county and state.	\$14,890,000	Detroit Water & Sewerage Department	Detroit, Michigan	April 2011	April 2014	100%	Construction	Mohamad Farhat, P. E. Engineering Manager Tel: 313-267-1201 e-mail: farhat@dwsd.org

Contract	Description	Value	Owner	Location	Start Date	Completion Date	Percentage Complete	Delivery Method	Project Contact Information
Purchase and Installation of 4160 Volt 2500 HP VFD Parts for ILP1 & 2 of WWTP	Provide the control upgrade with complete replacement of DCR rack, power supplies, SBC, analog interface board, system interface board, modulator board, communication board, fiber optic board, capacitors, cooling fans, all ventilation louvers, all washable filters, and signal conditioning board for ILP 1 and 2 in the VFD Building of the Wastewater Treatment Plant located at 9300 W Jefferson Ave, Detroit, MI.	\$316,384	Detroit Water & Sewerage Dept	Detroit, Michigan	May 2013	May 2014	100%	Maintenance	Beena Chackunkal, P.E. Wastewater Design Group / WWTP Detroit Water & Sewerage Dept 9300 W Jefferson, NAB – Rm 234 Detroit, MI 48209 Tel: 313-297-9825
WS-685: Water System Improvements at Various Streets throughout the City of Detroit	Involves replacement of existing 6-inch, 8-inch, 12-inch and 16-inch water mains in various streets throughout the City of Detroit. It involves installation of 8-inch, 12-inch and 16-inch of ductile iron pipe and fittings as well as furnish 8-inch and 16-inch gate valves.	\$6,500,555	Detroit Water & Sewerage Department	Detroit, Michigan	June 2014	June 2017	100%	Construction	Mohamad Jaber Tel: 313-220-3087 e-mail: jaber@dwsd.org
Air Conditioning Units and Blowers	Replacement of (16) Air Conditioning Units for: (8) Rosemount Continuous Emission Monitoring Systems (CEMS) Units at Incineration Complex II, WWTP and Purchase & Delivery of (2) New Bareshaft Blowers	\$245,745	Detroit Water & Sewerage Dept	Detroit, Michigan	March 27 2014	July 25 2014	100%	Maintenance	Beena Chackunkal, P.E. Wastewater Design Group / WWTP Detroit Water & Sewerage Dept 9300 W Jefferson, NAB – Rm 234 Detroit, MI 48209 Tel: 313-297-9825
WS-693A: Water Main Replacement	Replacement of existing 15,671 LF of 8" water main; 1,719 LF of 12" water main; 130 LF of 16" ductile iron water main; and 5,300 LF of 24" ductile iron water main, including all fittings. Water main is encased in 8-mil Polyethylene Wrap. New piping is located along Davison Avenue from Livernois to Linwood and Joy Road from Greenfield to Schaefer. Also includes connecting existing services to new water main, replacement of fire hydrants and all supporting appurtenances, replacing/installing gate valves and gate boxes, constructing/installing new gate wells, repairing existing gate wells, conducting hydrostatic test, chlorinating/flushing new water mains, and removing/rescuing water meters on existing services.	\$9,479,876	Detroit Water & Sewerage Department	Detroit, Michigan	September 2016	September 2018	90%	Construction	Mohamad Jaber Tel: 313-220-3087 e-mail: jaber@dwsd.org
PC-793: Specialized Process Equipment Installation and Maintenance at Water and Wastewater Facilities	This project required a specialized workforce comprised of Millwrights, Plumbers, Electricians, Bricklayers, Laborers, Carpenters, Operators and Technical Consultant performing operation, investigation, repair and maintenance work throughout DWS Water and sewer network.	\$28,099,000	Detroit Water & Sewerage Department / Great Lakes Water Authority	Detroit, Michigan	March 2014	June 2017	100%	Bid-Build	Biren Saparia, System Control Operations Manager Tel: (313) 267-8977 e-mail: Biren.Saparia@glwater.org
DWS-891 – Pressure Regulating Valve Vault Improvements	Involves demolition and reconstruction of Pressure Regulating Vaults, replacement of Pressure Regulating valves and Gate Valves and installation of sump pumps and ship ladders in various locations in the City of Detroit as specified in the contract.	\$1,849,500	Detroit Water & Sewerage Department / Great Lakes Water Authority	Detroit, Michigan	June 2015	December 2017	100%	Construction	Eric Kramp, Engineer Tel: 313,999,3875 e-mail: eric.kramp@glwater.org
RFP-TC-50925 – Snow Removal and De-Icing Services for various DWS Locations	Furnish snow removal, de-icing, installation and removal of snow fencing where necessary and providing other specialized services for various DWS facilities for a 2-yr period with two additional 1-yr renewal periods.	\$1,159,890	Detroit Water & Sewerage Department / Great Lakes Water Authority	Detroit, Michigan	November 2015	April 2018	100%	Maintenance	Tina Clinkscales, Tel: 313-297-6531 e-mail: Clinksca@dwsd.org
PC-798A: Facilities Maintenance Requirement Contract	Furnish skilled labor, working foremen, and over-all supervision to complete major and minor skilled trades maintenance projects as well as specialized subcontractual maintenance services on an as-required basis at Wastewater Treatment Plant Operations, Group Facilities, CSO Facilities, Wastewater Treatment Plant, Industrial Waste Control Facilities, and all other GLWA facilities related directly or indirectly to the Jefferson Wastewater Treatment Plant.	\$10,768,012	Great Lakes Water Authority	Detroit, Michigan	August 2016	August 2018	100%	Maintenance	Dan Alford, P.E. Director – Wastewater Eng./Maint Tel: 313-297-5910 e-mail: daniel.alford@glwater.org
GLWA-CO-109: Emergency Refurbishment of Storm Pumps #5 & #7, Upgrade of Pump #5, and Motor Control Center Upgrade for (8) Storm Pumps at Freud Pumping Station	Refurbishment of Storm Pump #5 includes pull-out assembly and pump shaft. Refurbishment of Storm Pump #7 includes pull-out assembly, pump shaft, hardware replacement, inspection report and repair recommendations; refurbish lower intermediate shaft, pump shaft, impeller, and stuffing box head. Upgrade of Storm Pump #5 involves disassembly, cleaning, and inspection of pull-out assembly; refurbishment of pump shaft; assembly; and transportation. Motor Control Center upgrade involves design-build MV modifications to 3,000 HP pump motors and replacement of metering and control equipment at Freud Pump Station for (8) storm water pumps and (2) sanitary pumps.	\$3,963,890	Great Lakes Water Authority	Detroit, Michigan	December 2016	November 2018	70%	Maintenance	Tom Hall, Team Leader Tel: 313-267-3693 e-mail: tchall@dwsd.org

Contract	Description	Value	Owner	Location	Start Date	Completion Date	Percentage Complete	Delivery Method	Project Contact Information
GLWA-CON-105: 30" Transmission Main under Jefferson St, River Rouge Bridge	Construction of a new 30" diameter water main parallel and about 40' east of the West Jefferson Bascule Bridge below the Rouge River. Install ductile iron pipe, with bell and spigot joints, using trenchless installation methods. Scope involves excavation, backfill, grading, polyethylene encasement of under-ground piping, hydrostatic testing, chlorination/flushing, and cast-in-place concrete.	\$2,289,516	Great Lakes Water Authority	Detroit, Michigan	October 2016	October 2017	100%	Construction	Khader A Hamad, Engineer Water Supply Operations Group Tel: 313-267-8331 e-mail: khader.hamad@gigwater.org
PO #3591: Valve and Transmission Main Assessment	Provide necessary labor and equipment to conduct valve and transmission main study at the Jefferson Wastewater Treatment Plant including valve assessment, identification of leak locations, and field transmission main investigation. Tasks involved cleaning the corporation for pressure readings on both sides of valve, recording of pressure readings on both sides of valve, assessing the valve open or closed position, and documentation/report submission. Traffic control, dewatering, and confined space entry were required.	\$491,705	Great Lakes Water Authority	Detroit, Michigan	September 2016	November 2016	100%	Maintenance	Bren Saparia, System Control Operations Manager Tel: (313) 267-8977 e-mail: Bren.Saparia@gigwater.org
PO #0003784: Roof Replacement & Ventilation Upgrade at Corner Creek Sewage & Storm Pumping Station	Replace roof, repair brick wall to protect its structural integrity, and repair/upgrade ventilation system for sewage pump building	\$470,808	Great Lakes Water Authority	Detroit, Michigan	September 2016	February 2017	100%	Construction	Tom Hall, Team Leader Tel: 313-267-3693 e-mail: tchall@dwsd.org
\$2122: MDOT Pump Station Rehabilitation	Pump Station Rehabilitation and a new roof on substation switch house at I-96 at Dolphin St. & at I-75 at Jefferson Outlet	\$3,535,881	Michigan Department of Transportation	Detroit, Michigan	July 2013	April 2016	100%	Construction	Chris Bradshaw HNITB Michigan, Inc Tel: 313-230-0981 e-mail: cbradshaw@hntb.com
Sewer Separation East of Telegraph, North of Cherry Hill, CSO #004, Phase II	This project consisted of sewer separation in the area of Telegraph Rd, Wilson St, Cherry Hill Rd, and Marsha St. The work included excavation, disposal, grading, compacted backfill, trench bracing, concrete paving, reinforcing steel, miscellaneous iron, cold milling of asphalt surface, asphalt resurfacing, removal and/or replacement of bituminous & concrete pavement, sidewalks, sidewalk ramps, curbs, aprons, conduit, under drains, sanitary sewer, storm sewer and water main construction, testing and disinfection of water main, television inspection of sewers, installation of drainage structures, gate valve structures & restoration.	\$13,200,927	City of Dearborn	Dearborn Michigan	April 2013	November 2015	100%	Construction	M Yunus Patel, City Engineer City of Dearborn Tel: 313-943-3058 Cell: 313-770-4395 e-mail: mpatel@ci.dearborn.mi.us
MCWDD Sewerage Metering Facility Rehabilitation/Repair Project	Construction of (3) sewerage metering facilities, including replacing 48" to 54" influent and effluent sewers, associated structures, access and safety improvements, and adding new electrical systems and components and the rehabilitation of (15) sewerage metering facilities including an applied surface concrete membrane system, internal piping system repairs, access and safety improvements, and adding new electrical systems.	\$6,800,888	Macomb County Public Works Commissioner	Macomb County, Michigan	September 2012	November 2016	100%	Construction	Tom Stockel, Senior Field Engineer Tel: 586-615-4198 e-mail: tom.stockel@macombgov.org
WCCCD Downtown Campus Cyber Security Center Renovation	Remodel 3,000 SF office for use as a cyber security training room at the Wayne County Community College District downtown campus location. Installed fabricated manual partition wall, performed selective demolition, patched/repared walls, and installed new soffit, ceiling, flooring, doors/frames/hardware, cabinets, countertops, painting, electrical, and accessories.	\$121,000	Wayne County Community College District	Detroit, Michigan	November 2015	May 2016	100%	Construction	Mr. Sammie Rice Tel: 313-496-2561
WCCCD Eastern Campus Restrooms Design/Renovation	Design-build construction to renovate restrooms at Wayne County Community College District Eastern Campus location. Scope of work included selective demolition, plumbing, electrical, HVAC, drywall, masonry, painting, ceramic tile, and bathroom accessories including plumbing fixtures, partitions, screens, countertops, urinals, toilets, and sinks.	\$469,542	Wayne County Community College District	Detroit, Michigan	September 2015	May 2016	100%	Construction	Mr. Sammie Rice Tel: 313-496-2561
Hart-Dole-Inouye Federal Center Historic Lobby Renovation	Project entails the historic renovation of the Bldg 2 lobby at the Hart-Dole-Inouye Federal Center located in Battle Creek, Michigan. Renovations include a new security station allowing for more open lobby space. Project also incorporated restoring period spaces, including original metal railings, base boards, decorative plaster ceilings, and decorative paint schemes based on historic analysis. In addition, the lobby received a new chair rail, door, new historic replica light fixtures, and the marble stairs were replaced with new marble to match existing. A pre-existing closet within the lobby was demolished in order to restore the original size and layout of the space. Two arched windows that were covered long ago were re-created, restored, and re-installed. The entry vestibule had the paneling and ceiling removed and the original brick wall cleaned and restored.	\$900,000	U.S. General Services Administration	Battle Creek, Michigan	January 2016	July 2018	100%	Construction	Nicole Randolph, Contracting Officer's Representative General Services Administration Tel: 313-317-9625 e-mail: Nicole.randolf@gsa.gov

Contract	Description	Value	Owner	Location	Start Date	Completion Date	Percentage Complete	Delivery Method	Project Contact Information
McConnell Air Force Base – Repair Ramp Lighting	Design-build, remove and replace the MAPA ramp lighting controller system on McConnell AFB. The existing system controller uses a Smart Wireless Photocell controller system. This repair work includes replacement of Smart Wireless Photocells and related intelligent photo controls at the fixture side. Scope of this project is to replace all existing controller components (radio, antenna, computer system, etc.) and replace with 3 phase lighting controllers located in the control building (1104). Scope of work includes: Field Surveys; Design Analysis, Calculations, Drawings; Recovered Materials Re-use planning 60% re-use/recycle; Raising, lowering of lighting cages and poles; Replace existing FAA obstruction lights with night vision LED obstruction lights; Installation of new conduit and electrical service; Trenching, conduit installation, backfill; Concrete/asphalt/landscaping restoration; Working on an active air field.	\$145,293	U.S. Department of Air Force	McConnell Air Force Base – Wichita, Kansas	October 2015	June 2016	100%	Construction	Valerie T Brown, Contracting Officer Dept of Air Force, 22 <sup>nd</sup> Contracting Squadron Tel: 316-759-2103
McConnell Air Force Base – KC-46A De-icing Pads	Demolition of existing de-icing system and installation of new de-icing system including concrete de-icing pads, utilities, asphalt shoulders, larger effluent collection and storage system, (2) 50,000-gallon capacity de-icing fluid tanks, pumps, taxiway edge lights, and airfield directional pavement markings.	4,431,806	U.S. Army Corps of Engineers, Kansas City District	McConnell Air Force Base, Kansas	April 2016	December 2016	100%	Construction	John Schwartzbeck, Resident Engineer U.S. Army Corps of Engineers, Kansas City District Tel: 316-687-3777 e-mail: john.schwartzbeck@usace.army.mil
DPS Facility Operations, Maintenance, Custodial, and Grounds Services	This contract consists of Facilities Maintenance Services of 28 Detroit Public Schools (DPS) within the City of Detroit. Facilities encompass nearly 2,400,000 SF of building space. Services being provided include: full facility operations, maintenance, custodial services, and grounds keeping for DPS. This includes all primary mechanical, electrical, and support systems, structural/carpentry maintenance, painting, roads and grounds services, pest control, athletic field maintenance, snow/ice control (alternate bid), custodial services, and custodial materials management.	\$26,247,323 (Yrs 1-5) + \$6,319,033 (option yr 1)	Detroit Public Schools	Detroit, Michigan	July 2014	June 2018	90%	Facilities Management	Felicia Venable, Acting Exec Director of Operations / Sr Deputy Executive Director of Auxiliary Services Detroit Public Schools Tel: 313-873-1935 e-mail: felicia.venable@detroitk12.org
Multiple Award Construction Contract (MACC) II – McConnell Air Force Base – Wichita, KS	This 5-year Indefinite Delivery / Indefinite Quantity (ID/IQ) contract vehicle consists of multiple disciplines in general construction categories and involve design-build and bid-build services for execution of a broad range of maintenance, repair, alteration, and construction projects at McConnell Air Force Base, Kansas.	\$60,000,000 (6 awardees)	U.S. Department of Air Force	McConnell Air Force Base – Wichita, Kansas	March 1, 2017	February 28, 2022	N/A	Construction	Valerie T Brown, Contracting Officer U.S. Department of the Air Force 22 <sup>nd</sup> Contracting Squadron McConnell AFB, KS Tel: 316-759-3276 e-mail: luz_valerie.brown@us.af.mil
Task Order #0001: HVAC Replacement/Repair at Dormitory Bldgs 340, 342, and 350	Scope of work involves replacement of HVAC system and painting, flooring, and design-build temperature control valves in (96) dorm rooms, (48) kitchens, and associated common areas of dormitory building 340 plus demolition of below-ground fuel piping; replacement of HVAC system and painting, flooring, and design-build temperature control valves in (132) dorm rooms, (66) kitchens, and associated common areas of dormitory building 342 plus demolition of below-ground fuel piping; and installation of (170) strainers in hot water and chilled water systems, replacement of air handling units, replacement of wall-mounted convection heaters and fan coils, and installation of louvers in (50) doors in dormitory building 350 at McConnell Air Force Base – Wichita, KS.	\$6,543,597	U.S. Department of Air Force	McConnell Air Force Base – Wichita, Kansas	March 14, 2017	November 18, 2019	25%	Construction	SSgt Daniel D Parks, Contract Administrator U.S. Department of the Air Force 22 CONS / LIGCB, Construction Tel: 316-759-3276 e-mail: daniel.parks.2@us.af.mil
W912DQ-17-C-4002: KC-46A ADAL Taxiway Delta Ace	Work includes replacing taxiway and shoulder pavement, installing taxiway edge lighting from Taxiway Alpha to 150' west of Runway 19L/01R (East Runway), repairing frangibility violations, and installing new directional signage at McConnell Air Force Base – Wichita, KS.	\$3,698,982	U.S. Army Corps of Engineers	McConnell Air Force Base – Wichita, Kansas	March 29, 2017	January 23, 2018	95%	Construction	John Schwartzbeck, PE, Resident Engineer U.S. Army Corps of Engineers, Kansas City District Tel: 316-687-3777 e-mail: john.schwartzbeck@usace.army.mil

## Equipment and Vehicles

LGC Global, Inc, maintains an inventory of heavy equipment suited for the performance of excavation, erosion control, clearing/grubbing, utility installation/removal, site preparation, backfilling, soil/aggregate compaction, grading, building/structural/ concrete demolition, loading/unloading, transporting, and site finishing activities. This large inventory of owned equipment allows for rapid mobilization to a jobsite and enhances our control of project quality, cost, and timeliness of performance. Following is a list of heavy equipment owned by LGC and operated by its staff.

- *EC240 VOLVO Excavator*
- *31D KOMATSU Dozer*
- *(3) 410K John Deere Backhoe*
- *Hitachi 135 Excavator*
- *290LX Linkbelt Excavator w/2 buckets*
- *Kawasaki 652 Wheel Loader w/bucket & forks*
- *325 CAT Excavator w/ NPK E216 Hoe ram & 54", 36", and 24" Buckets*
- *Vibrating Compactor for 325 CAT*
- *2700 Linkbelt Excavator w/2 Buckets*
- *320 CL CAT Excavator*
- *524 John Deere Frontend Loader*
- *200 KOMATSU Excavator*
- *150 KOMATSU Excavator*
- *305 Cat Excavator*
- *FORD Flatbed Dump Truck*
- *FORD Tandem Dump 1987 L-9000*
- *BUCYRUS ERIE 16-Ton Rough Terrain Crane*
- *SD70 INGERSOLL RAND Compactor*
- *650 JOHN DEERE Dozer*
- *6600GU MAMCO Sweeper*
- *Tri-axle FORD Truck*
- *Tri-axle MACK Truck*
- *(2) L-9000 Ford Truck*
- *(14) Ford Cargo Vans with storage for equipment*
- *(15) Ford Pick-up Trucks*
- *15 Ton tag along trailer*
- *Multi Fuel 6x6 GI Truck*
- *310SE JOHN DEERE 4WD Backhoe w/Quick Coupling for Bucket*
- *580L CASE 4x4 Rubber-Tired Backhoe*
- *375 CFM INGERSOLL RAND Compressor*
- *175 CFM INGERSOLL RAND Compressor*
- *175 CFM INGERSOLL RAND Compressor*
- *INDECO Hydraulic Hammer, 4000-lb Capacity*
- *Volvo EC160 BPL Excavator*
- *Komatsu PC300 LC Excavator*
- *Caterpillar 420D Rubber-tired Backhoe*
- *BOBCAT 753 Skid steer w/ Attachments*
- *GRT Utilicorp Hydraulic Post Driver & Drill w/ L-9000 Ford Truck*
- *10 Air Compressors (MI CAT)*
- *2014 Sterling Vactor Truck Model 2115-824-RCS-18*
- *Sprinter TV Truck*
- *Dodge Caravan*
- *Mack Low-Boy Tractor & 50 Ton Fontaine Low-boy Trailer*
- *NPK hydraulic Hammer for 325 CAT*
- *Reinco Hydroseeder HG15GX3 Model 0318 Truck Mounted*
- *2009 Sterling Model LT8513 Boom Truck*





2300 Regency Road  
Lexington, KY 40503  
Phone: 859-254-1800  
FAX: 859-977-0707

**Address:**

Lakeshore Global Corporation  
7310 Woodward Avenue, Suite 500A  
Detroit, MI 48202

# BID BOND RESULTS

Date: Tuesday, March 10, 2020

This bond has been prepared in accordance with your instructions. Please check it to be sure it conforms to the specifications for bidding this project.

**Principal:**

Lakeshore Global Corporation  
7310 Woodward Avenue, Suite 500A  
Detroit, MI 48202

**Obligee:**

The Detroit Building Authority  
Headquarters 1301 3rd Avenue  
3rd Floor  
Detroit, MI 48226

AMOUNT \$800,000.00

BID DATE: 3/13/2020

DESCRIPTION OF PROJECT: Sewer Line Relocation - Project No. 2.28.2020

PLEASE FILL IN FIRM NAME AND BID PRICES OF THE THREE LOWEST BIDDERS:

FIRM: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

FIRM: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

FIRM: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

IF YOUR BID IS NOT LISTED ABOVE - WHAT WAS YOUR BID PRICE? \$ \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared By: James H. Martin

**PLEASE COMPLETE THE REQUESTED INFORMATION AND RETURN**

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Lakeshore Global Corporation  
7310 Woodward Avenue, Suite 500A  
Detroit, MI 48202

**SURETY:**

(Name, legal status and principal place of business)

XL Specialty Insurance Company  
Seaview House  
70 Seaview Avenue  
Stamford, CT 06902

**OWNER:**

(Name, legal status and address) The Detroit Building Authority  
Headquarters 1301 3rd Avenue  
3rd Floor  
Detroit, MI 48226

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the Amount Bid

( \$ 5% of Bid )

**PROJECT:**

(Name, location or address, and Project number, if any)

Sewer Line Relocation - Project No. 2.28.2020

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

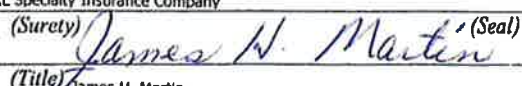
Signed and sealed this 13th day of March 2020

 DEVEN KULKARNI  
(Witness)

Lakeshore Global Corporation  
(Principal)  (Seal)

(Title) AVINASH RACHAMALE, CHAIRMAN/CEO  
XL Specialty Insurance Company

 Margie M. Lowry  
(Witness)

(Surety)  (Seal)  
(Title) James H. Martin  
Attorney-In-Fact

Init.



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL 1606061

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Scaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

**James H. Martin**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this August 14th, 2019.

**XL SPECIALTY INSURANCE COMPANY**



by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 14th day of August, 2019, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Rebecca C. Shalhoub, Notary Public  
Uwchlan Twp., Chester County  
My Commission Expires April 28, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub, NOTARY PUBLIC



ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address

Name / Address

Avinash Rachmale

160 Canterbury Rd. Bloomfield Hills, MI 48304

SECTION 6 C – BUSINESS INFORMATION QUESTIONNAIRE Page 2 of 2

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

N/A

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

(A) - Independent Bank

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

Lakeshore Global Corporation

(Name of Proposing Business)

By 

03/13/2020

(Signature)

Date

Shashidhar Shastri, Executive Vice President

(Title)

**EXHIBIT C**  
**QUALIFICATIONS EVALUATION PACKET**

This submittal will be used to evaluate and score the Respondent's qualifications to perform this work.

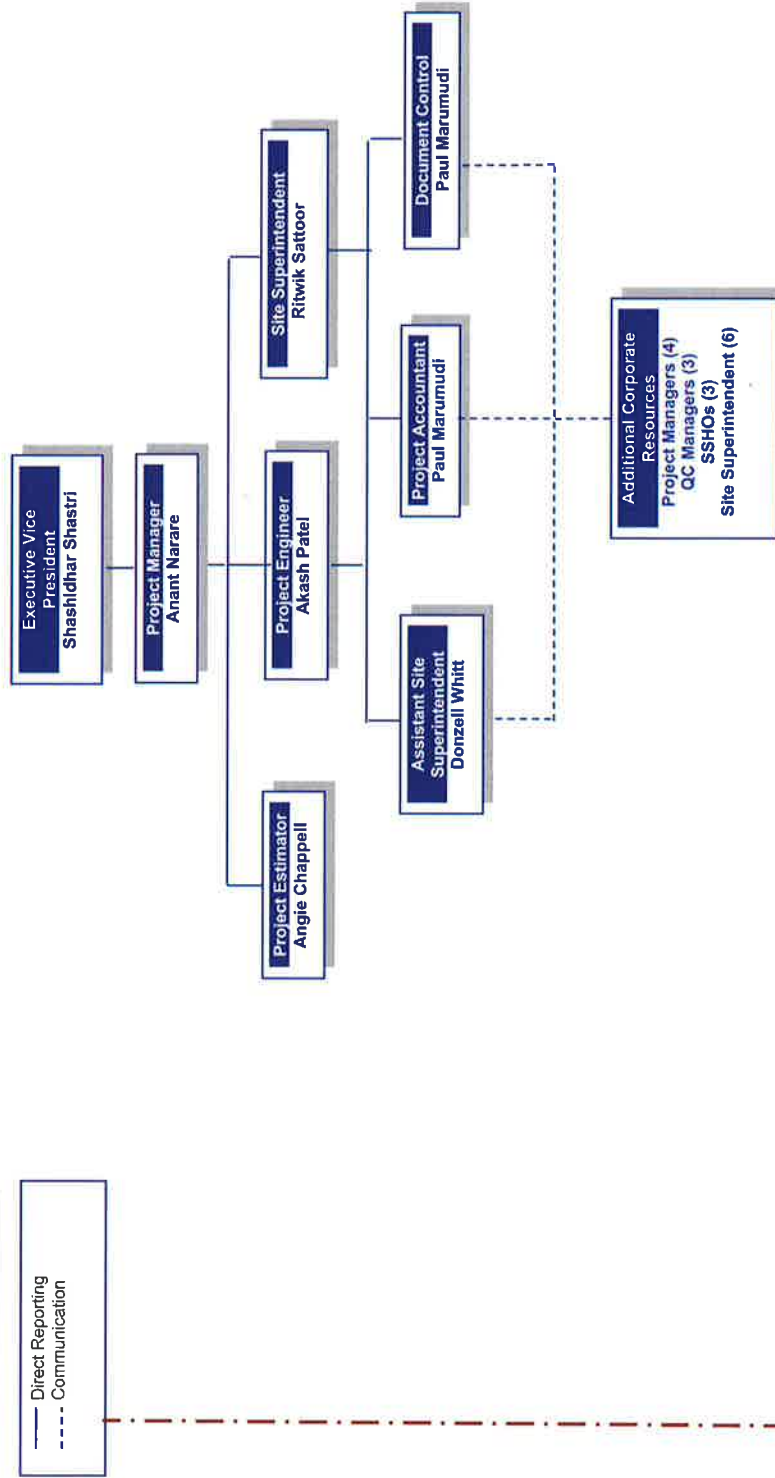
Qualification Packets are to be no longer than twenty-five (25) pages in length, including photos. The Respondent must provide evidence of proven experience providing services of a similar scope. The DBA reserves the right to determine the similarity of any previous experience with the services sought through this RFP.

*The Qualification Evaluation Packet is to include the following:*

1. An organizational chart of the staff who will be dedicated to this project. This chart should clearly identify points of contact, roles, and responsibilities.
2. Information outlining the experience and qualifications of all staff who will be assigned to work on this project. This information should include all of these staff members' active licenses and certifications issued by the State of Michigan or other authorities.
3. Documentation showing successful completion projects of a similar nature, scale, and complexity. At a minimum, this information must include (May list in Section 6A):
  - I. Project name and location; and
  - II. Contract holder and their contact information; and
  - III. Project description; and
  - IV. Start date and completion date; and
4. References who are willing and able to speak to Respondent's qualifications and experience.
5. A detailed project schedule.
6. Information on subcontractor, if applicable:
  - I. Name & Address
  - II. Equalization Eligibility/Certification (Attach if Applicable)
  - III. Experience & Capacity to perform the work

Any additional information that the Respondent would like to provide that can illustrate their qualifications, capacity, and ability to perform this project

The LGC Global Inc Team Project organization chart illustrates the line of communication between the project team, subcontractor, client and our Corporate office





Anant Narare, MACP

**KEY PERSONNEL RESUME**

**Project Assignment:** Project Manager  
**Years of Experience:** 12

**EDUCATION**

**Education:**

- Bachelor of Science – Mechanical Engineering (2001)
- Master of Science – Energy Systems (2007)

**LICENSES, CERTIFICATIONS, TRAINING**

- ✓ OSHA 30-hr Construction Safety Training
- ✓ OSHA Confined Space Entry Certification
- ✓ American Red Cross First Aid /CPR Training
- ✓ National Association of Sewer Service Companies (NASSCO) PACP, MACP, and LACP certifications

**PROJECT EXPERIENCE**

***LGC Global, Inc. (2005 – present)***

***July 2017 – July 2019 (estimated completion)***

**Great Lakes Water Authority Contract #158 Specialized Services Contract, MI**

Value: \$10M

Mr. Narare shortly served as a Superintendent for this ongoing contract to perform specialized services and furnish equipment to support Systems Control for water and wastewater systems. He was reassigned to a federal project after 8 months working on this project. The GLWA-CON-158 project includes emergency and planned work, required on an on-call basis.

GLWA's sewer collection system consists of 186 miles of sewer and the water system consists of 800 miles of water main. There are 54 high-lift pumps at five water treatment plants, 121 pumps as well as suction/discharge pressures at 19 booster stations, and 10 wastewater collection systems, as well as other more minor systems including remote control valves, in-system storage dams, and combined sewer overflow outfalls. Minor design services are required as part of some task orders.

***June 2015 – December 2017***

**Detroit Water and Sewerage Department DWS-891 – Pressure Regulating Valve Vault Improvements – Detroit, MI**

Value: \$1.8M

Mr. Narare served as Program Manager for this project to remove and reconstruct reinforced concrete vaults and replace pressure-regulating valves and gate valves including piping and appurtenances.

***May 2016 – May 2017***

**Detroit Water and Sewerage Department WS-685 Water System Improvements at Various Streets Through the City of Detroit**

Detroit, MI

Value: \$6.4M

Mr. Narare worked on this project involving replacement of 6-inch, 8-inch, 12-inch, and 16-inch water mains in various streets throughout the City of Detroit.

***September 2016 – November 2016***

**Great Lakes Water Authority Contract #3591: Valve and Transmission Main Study, Assessment, and Repairs – Detroit, MI**

Value: \$491,706



Mr. Narare served as Program Manager for the investigation of low water pressure, including a valve and transmission main study, assessment, and repairs at various locations inside the valve vaults and transmission system in GLWA's intermediate pressure zone (IPZ).

***March 2013 – June 2017***

**Detroit Water and Sewerage Department PC-793 – Asset Maintenance, Repairs, Replacement, and Upgrades – Detroit, MI**

Value: \$29M

Mr. Narare served as Project Manager for this contract for the performance of as-required maintenance, including emergency repairs of 12 DWSD offices, 5 service yards, 5 water treatment plants, 20 fresh water booster stations, and 10 CSO basins. A \$5.3M task order under this contract vehicle involves the installation of retail automatic reading equipment including removal of old meters, re-piping within the meter pit chamber, meter replacement, gate valve replacement/repair, and sump discharge repair.

***September 2012 – November 2016***

**Macomb County Wastewater Disposal District - Sewerage Metering Facility Rehabilitation/Repair – Macomb County, MI**

Value: \$6.9M

Mr. Narare served as Project Engineer / Scheduler for this project under contract with Macomb County, Michigan, to perform the rehabilitation of 15 sewer meter pits and new construction of 3 sewer meter pits.

***April 2013 – November 2015***

**Sewer Separation – Combined Sewer Outflow (CSO) 4 – Phase II – Dearborn, MI**

Value: \$13.1M

Mr. Narare served as Project Engineer / Scheduler for this contract with the City of Dearborn to install 25,000 LF of 10"- 60" sanitary and storm sewer line including sanitary/storm manholes, catch basins and inlets; sanitary sewer leads; 6"-12" water main; water main services; gate valves, road boxes, and gate well; fire hydrant assembly; removal and replacement of pavement, sidewalks, and driveways; roadway excavation; site restoration; and video inspection of sewers. His responsibilities included coordination of field work, construction scheduling, materials procurement, technical documentation, budgeting, and cost control.

***April 2011 – April 2014***

**Detroit Water and Sewerage Department DWS-879 – Repair of Pavement, Sidewalks, and Curb Cuts in Various Streets at Locations throughout City of Detroit – Detroit, MI**

Value: \$14.9M

Mr. Narare served as Project Engineer / Scheduler / Project Coordinator for this project for the DWSD. In addition to replacement of concrete sidewalks, driveways, curb, and pavement, scope involved placement of brick paving, installation of ADA-compliant ramps, repair of manhole structures and gate boxes, removal and grinding of tree stumps/roots, pavement striping, and traffic control.

***August 2010 – August 2013***

**Detroit Water and Sewerage Department PC-779 – Specialized Process Facilities and Equipment Purchase, Installation, and Maintenance Services at Various Water Treatment Plants, Water Booster Stations, Sewage Pumping Stations, and other Related Facilities – Detroit, MI**

Value: \$27.1M

Mr. Narare served as Project Engineer / Scheduler / Project Coordinator / Procurement Manager for this project for the DWSD. This 3-year contract involved the provision of materials, equipment, and specialized trades to perform miscellaneous repair, minor improvements, and maintenance projects at the DWSD water booster and sanitary lift stations, administrative facilities, the Central Services Facility, maintenance facilities, water treatment plants, and various water mains/sewer repair locations.



Ritwik Sattoo

KEY PERSONNEL RESUME

<b>Project Assignment:</b>	Site Superintendent			
<b>Name of Firm:</b>	Lakeshore Global Corporation			
<b>Years of Experience:</b>	Years with Firm:	3	Years in Industry:	5

EDUCATION

<b>Education:</b>	<ul style="list-style-type: none"> <li>Bachelors in Civil Engineering (2014)</li> <li>Masters in Construction Management (2016)</li> </ul>
-------------------	--

LICENSES, CERTIFICATIONS, TRAINING

- ✓ OSHA 10-hr Construction Safety Training
- ✓ OSHA 30-hour Construction Safety Training
- ✓ Certified C language programmer by NIIT
- ✓ Certified Auto CAD developer
- ✓ Confined Space Training

PROJECT EXPERIENCE

**Lakeshore Global Corporation (2016-present)**

**Great Lakes Water Authority GLWA-CON-105: New Water Main Construction – Detroit, MI**

Value: \$2.4M

Serving as Project Coordinator on the construction of a new 30" water main at West Jefferson Bascule Bridge below the Rouge River for the City of Detroit, using the Horizontal Directional Drilling / Directional Boring trenchless method.

**Detroit Water and Sewerage Department DWS-693A: Water Main Replacements – Detroit, Garden City, and Troy, MI**

Value: \$9.4M

Served as Site Superintendent on the installation of 22,820 LF of 8", 12", and 24" water main on Davison Highway, including excavation, installing hydrants, gate valves, gate wells, tees, backfilling with sand, compacting, and restoration of pavement and right-of-way.

**Lakeshore Global Corporation (2016-present)**

**Detroit Water and Sewerage Department DWS-685: Water System Improvements - Detroit, MI**

Value: \$9M

Served as Project superintendent on the installation of 42,000 LF of 6", 8", and 16" ductile iron water main for 19 streets in the City of Detroit; replacement of 100 hydrants; installation of 6" and 8" gate valves; and refurbishment of gate wells.

**Detroit Water and Sewerage Department / Great Lakes Water Authority PC-793: Asset Maintenance - Detroit, MI**

Value: \$27M

Served as site superintendent on the specialized process and facilities equipment purchase, installation and maintenance services at various water treatment plants, water booster stations, sewage pumping stations and other related facilities.

**Detroit Water and Sewerage Department / Great Lakes Water Authority DWS-891: Pressure Regulating Valves - Detroit, MI**

Value: \$1.8M

Served as site superintendent on the demolition and re-installation of pressure regulating valves, gate valves, check valves, and other related mechanical joints; installation of pre-cast concrete chambers for the PRVs with water-proofing and other related plumbing works.



**Donzell Whitt**

**KEY PERSONNEL RESUME**

<b>Project Assignment:</b>	Site Superintendent			
<b>Name of Firm:</b>	LGC Global, Inc			
<b>Years of Experience:</b>	Years with Firm:	11	Years in Industry:	14

**EDUCATION**

<b>Education:</b>	<ul style="list-style-type: none"> <li>Bachelor of Arts - (Music Education)</li> </ul>
-------------------	--

**LICENSES, CERTIFICATIONS, TRAINING**

- ✓ State of Michigan Licensed Asbestos Inspector
- ✓ OSHA 30-hr Construction Safety Training
- ✓ OSHA Confined Space Entry Certification
- ✓ American Red Cross First Aid / CPR Training
- ✓ Cured-in-Place Pipe (CIPP) Inspector Certification

**PROJECT EXPERIENCE**

**LGC Global, Inc.**

**October 2016 – March 2017**

**CON-105: 30" Transmission Main under Jefferson Street, Rouge River Bridge - Detroit, MI**

Value: \$2.3M

Mr. Whitt oversaw subcontractors and LGC in-house trades for this GLWA project to install using trenchless methods a new 30" diameter water transmission main 50' below the bed of the Rouge River.

**June 2015 – December 2017**

**Detroit Water and Sewerage Department DWS-891: Pressure Regulating Valve (PRV) Vault Improvements - Detroit, Garden City, and Troy, MI**

Value: \$1.85M

Served as Superintendent overseeing site restoration activities including concrete and asphalt paving under this DWSD contract for the demolition and reconstruction of a total of 5 PRV vaults in the cities of Detroit, Garden City, and Troy.

**June 2014 – May 2017**

**Detroit Water and Sewerage Department DWS-685: Water System Improvements - Detroit, MI**

Value: \$6.5M

Served as Superintendent for the installation of concrete and asphalt paving during site restoration activities for this DWSD project involving the replacement of 6", 8", and 16" ductile iron water mains, fittings, and gate valves in various streets throughout the City of Detroit.

**March 2014 – June 2017**

**PC-793: Specialized Process Equipment Installation and Maintenance at Water and Wastewater Facilities**

Value: \$27.8M

Inspector for performance of maintenance work and repairs at various water treatment plants, water booster stations, sewage pumping stations, and related facilities.

**June 2006 – June 2009**

**Detroit Water and Sewerage Dept DWS-854: Asbestos and Hazardous Material Abatement and Construction Services - Detroit, MI**

Value: \$2M

Served as Site Inspector at various DWSD facilities overseeing the performance of asbestos abatement and lead-based paint removal and remediation throughout the City of Detroit.

**April 2005 – December 2009**

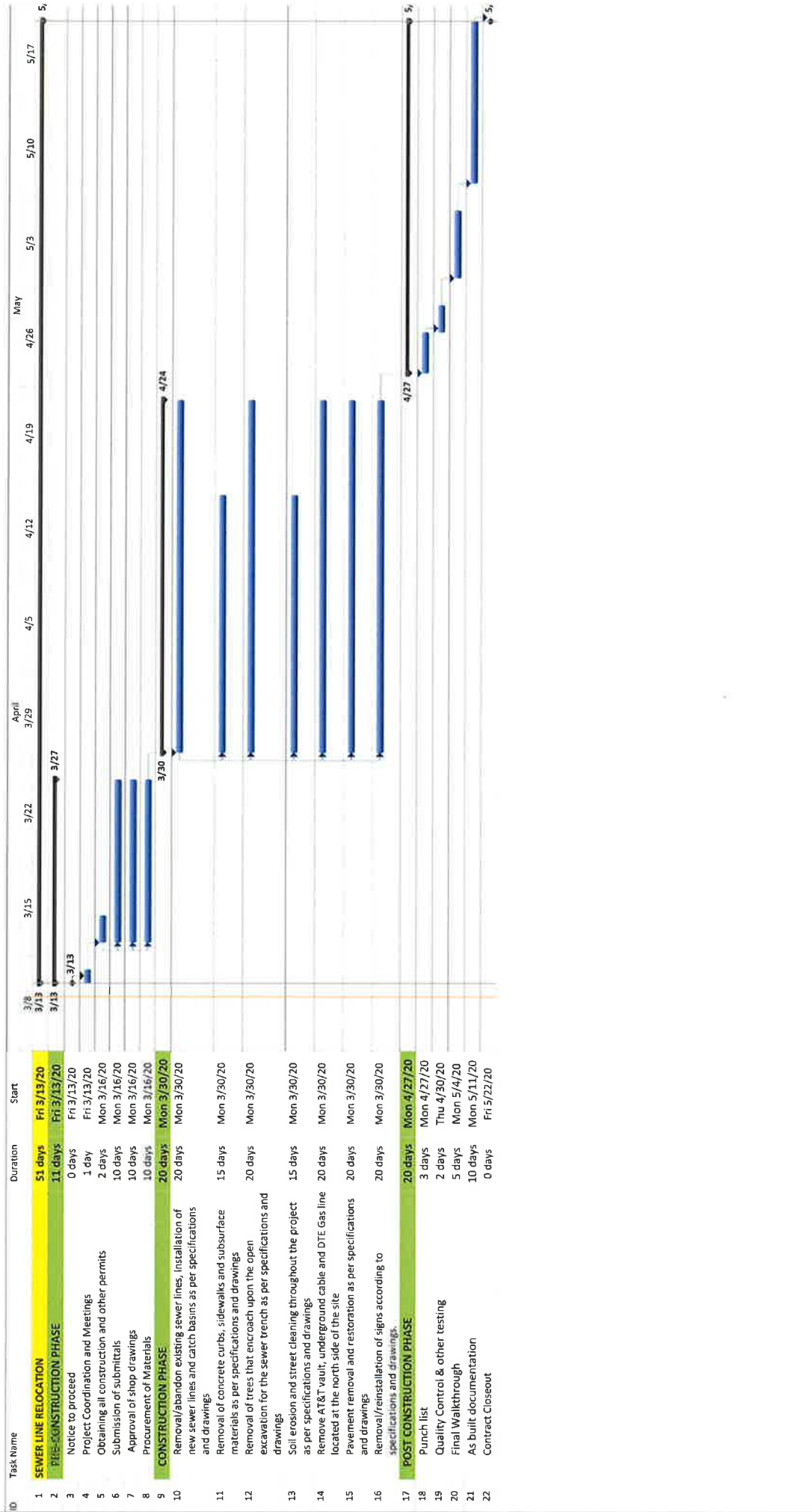
**Detroit Water and Sewerage Dept DWS-849: Inspection and Rehabilitation of Outfalls - Detroit, MI**

Value: \$44.9M

Served as Site Inspector and Assistant Project Manager for the rehabilitation of 18 outfalls located throughout the City of Detroit. Responsibilities included preparation of daily reports, oversight of confined space activities, site supervision, site safety, hazardous waste treatment/disposal, inspection of CIPP and RCP installation, and monitored installation, operation, and removal of cofferdams to prevent contamination of Detroit River.



# DBA SEWER LINE RELOCATION TIMELINE SCHEDULE



GLWA RFB-1804044

Task Split Milestone

Summary Project Summary External Tasks

External Milestone Inactive Task Inactive Milestone

Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only

Finish-only Deadline Progress


Page 1




Buildings, Safety Engineering & Environmental Department  
 Coleman A. Young Municipal Center  
 2 Woodward Avenue, Suite 402, Detroit, MI 48226  
 (313) 224-3168

Issued to: : **FARROW GROUP, INC.**  
 601 BEAUFAIT ST  
 DETROIT MI, 48207

**Wrecking Contractors License Class**      **License Number: LIC2001-08147**  
**A**  
 Date Issued: 1/25/2019      Expiration Date: 12/31/2020  
 Fee Amount: \$302.00

	Buildings, Safety Engineering & Environmental Department Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 402, Detroit, MI 48226 (313) 224-3168	<b>\$302.00</b>
<b>Wrecking Contractors License</b>		<b>LIC2001-08147</b>
<b>Class A</b>		
<i>This is to certify that <b>FARROW GROUP, INC.</b> is qualified to perform the functions of the license(s) listed above, and is duly licensed as indicated hereon in accordance with the applicable city ordinances.</i>		
<b>No Results</b>		<b>David Bell,</b> Director
<b>Expires: 12/31/2020</b>		

	Buildings, Safety Engineering & Environmental Department Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 402, Detroit, MI 48226 (313) 224-3168	<b>Fee Amount: \$302.00</b>
<i>This is to certify that <b>FARROW GROUP, INC.</b> is qualified to perform the functions of the license (s) listed above, and is duly licensed as indicated hereon in accordance with the applicable city ordinances.</i>		
<b>Wrecking Contractors License Class A</b>		<b>License Number: LIC2001-08147</b>
<b>Issued: 1/25/2019</b>		<b>Expires: 12/31/2020</b>
<b>601 BEAUFAIT ST</b>		<b>David Bell, Director</b>
<b>DETROIT MI, 48207</b>		
<b>No Results</b>		




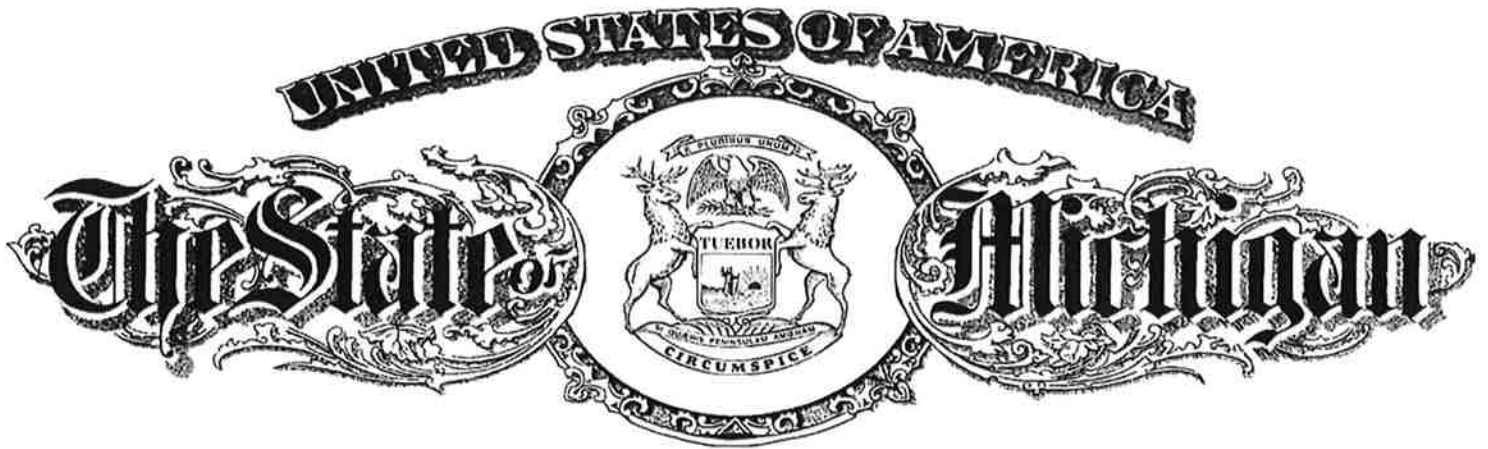
Buildings, Safety Engineering & Environmental Department  
 Coleman A. Young Municipal Center  
 2 Woodward Avenue, Suite 402, Detroit, MI 48226  
 (313) 224-3168

Issued to : LGC GLOBAL, INC  
 7310 WOODWARD AVE  
 DETROIT MI, 48202

**Wrecking Contractors License Class B** License Number: LIC2020-00971  
 Date Issued: 2/28/2020 Expiration Date: 12/31/2020  
 Fee Amount: \$302.00

	Buildings, Safety Engineering & Environmental Department Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 402, Detroit, MI 48226 (313) 224-3168	\$302.00
Wrecking Contractors License Class B		LIC2020-00971
<i>This is to certify that LGC GLOBAL, INC is qualified to perform the functions of the license(s) listed above, and is duly licensed as indicated hereon in accordance with the applicable city ordinances.</i>		
No Results		David Bell, Director
Expires: 12/31/2020		

	Buildings, Safety Engineering & Environmental Department Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 402, Detroit, MI 48226 (313) 224-3168	Fee Amount: \$302.00
<i>This is to certify that LGC GLOBAL, INC is qualified to perform the functions of the license (s) listed above, and is duly licensed as indicated hereon in accordance with the applicable city ordinances.</i>		
Wrecking Contractors License Class B		License Number: LIC2020-00971
Issued: 2/28/2020		Expires: 12/31/2020
7310 WOODWARD AVE DETROIT MI, 48202		David Bell, Director
No Results		
<i>License may be revoked upon violation of any provisions of the ordinance or other rules and regulations covering this particular activity.</i>		



**Department of Licensing and Regulatory Affairs**

**Lansing, Michigan**

*This is to Certify That*

**LGC GLOBAL, INC.**

*was validly incorporated on October 3, 2003 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*Sent by electronic transmission*

Certificate Number: 20039312680

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 12th day of March, 2020.*

*Linda Clegg, Interim Director*

*Corporations, Securities & Commercial Licensing Bureau*



# LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

**ID Number: 800620160**

[Request certificate](#)

[Return to Results](#)

[New search](#)

**Summary for: LGC GLOBAL, INC.**

**The name of the DOMESTIC PROFIT CORPORATION: LGC GLOBAL, INC.**

**The name was changed from: LAKESHORE GLOBAL CORPORATION on 04-15-2015**  
**The name was changed from: LAKESHORE TECH, INC. on 09-25-2013**

**Entity type: DOMESTIC PROFIT CORPORATION**

**Identification Number: 800620160 Old ID Number: 09795D**

**Date of Incorporation in Michigan: 10/03/2003**

**Purpose: All Purpose Clause**

**Term: Perpetual**

**Most Recent Annual Report: 2020**

**Most Recent Annual Report with Officers & Directors: 2019**

**The name and address of the Resident Agent:**

Resident Agent Name: SHASHIDHAR SHASTRI

Street Address: 7310 WOODWARD AVE STE 500

Apt/Suite/Other:

City: DETROIT

State: MI

Zip Code: 48202

**Registered Office Mailing address:**

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

**The Officers and Directors of the Corporation:**

Title	Name	Address
PRESIDENT	AVINASH RACHMALE	7310 WOODWARD AVE STE 500 DETROIT, MI 48202 USA
TREASURER	NEETU KHULLAR	7310 WOODWARD AVE STE 500 DETROIT, MI 48202 USA
SECRETARY	MOHAMMAD AFTAB	7310 WOODWARD AVE STE 500 DETROIT, MI 48202 USA
DIRECTOR	SHASHIDHAR SHASTRI	7310 WOODWARD AVE STE 500 DETROIT, MI 48202 USA

**Act Formed Under: 284-1972 Business Corporation Act**

**Total Authorized Shares: 60,000**

**Written Consent**

[View Assumed Names for this Business Entity](#)

**View filings for this business entity:**

CERTIFICATE OF MERGER  
CERTIFICATE OF ABANDONMENT OF MERGER / SHARE EXCHANGE  
CERTIFICATE OF SHARE EXCHANGE  
CERTIFICATE OF CONVERSION  
CERTIFICATE OF CONVERSION

[View filings](#)

**Comments or notes associated with this business entity:**

[LARA FOIA Process](#)   [Transparency](#)   [Office of Regulatory Reinvention](#)   [State Web Sites](#)

[Michigan.gov Home](#)   [ADA](#)   [Michigan News](#)   [Policies](#)

Copyright 2020 State of Michigan

**EXHIBIT D**

**DISPOSAL OF MATERIAL AFFIDAVIT**

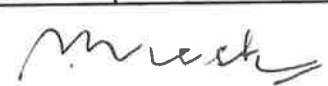
Lakeshore Global Corporation, a Corporation/Partnership/Limited Liability Company/Joint Venture of the State of Michigan hereby affirms that it is our intention to dispose of unused materials at one of the following sites; and that we have in our possession a valid purchase order, letter of credit, or written agreement from the operator of the disposal site:

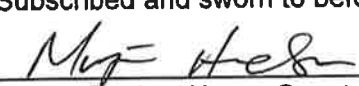
- (1) Name: Lakeshore Global Corporation  
Location: 385 Midland, Highland Park, MI 48203
- (2) Name: \_\_\_\_\_  
Location: \_\_\_\_\_

Further, if these sites become unavailable, we will give prior notice to the DBA regarding the location of a new site.

Further, it is understood and agreed that dumping material at an unauthorized or illegal location shall be cause for cancellation of the remaining portion of the Contract Agreement and that neither the City of Detroit nor the DBA shall be held liable for any claim or cause of action arising there from.

Further, it is understood that the DBA may require written evidence, furnished upon request, (i.e. dump ticket, invoices, etc.) verifying that the above disposal sites were used for the disposal of materials under the Contract Agreement and that such evidence shall be.

Lakeshore Global Corporation  
(Bidder)  
  
\_\_\_\_\_  
(Signature)  
Shashidhar Shastri, Executive Vice President  
(Title)  
03/13/2020  
(Date)

Subscribed and sworn to before me this 13th day of March, 2020.  
  
\_\_\_\_\_  
Notary Public, Wayne County, Michigan  
My Commission Expires: 4/3/20

MONIQUE HUDSON  
Notary Public - Michigan  
Wayne County  
My Commission Expires Jun 3, 2020  
Acting in the County of \_\_\_\_\_

**EXHIBIT E**

**NON-COLLUSION AFFIDAVIT OF PRIME VENDOR**

**DETROIT BUILDING AUTHORITY**

State of Michigan

Ss

County of Wayne

Being first duly sworn, deposes and says that:

1. She or he is

Shashidhar Shastri

(owner, member, partner, officer, representative, or agent)

Representative of, the proposer that has submitted the attached proposal.

2. She or he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
  3. Such bid is genuine and is not a collusive or sham Proposal;
  4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
  5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.
-

*M. Hudson*

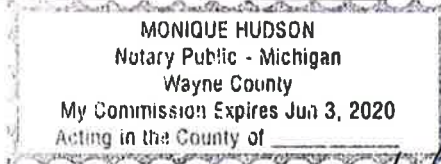
Executive Vice President

(Signed)

(Title)

Subscribed and sworn to before me this 13th day of March, 2020

My Commission Expires: 6/3/20



Shashidhar Shastri / Executive V.P.

witnessed by *M. Hudson*

Name / Title

Authorized Agent of the Proposing Entity

witnessed by \_\_\_\_\_

## **EXHIBIT F**

### **Equalization Credit Statement (Effective March 1, 2019)**

The City of Detroit through its Office of Contracting and Procurement and its department of Civil Rights, Inclusion & Opportunity where applicable and allowed by law that all certified businesses will receive equalization credits and competitive advantages for procurement and contracting bidding opportunities with the City of Detroit.

Under Section 18-5-12 of the Detroit City Municipal Code, vendors qualify for equalization credits if they have been certified as a Detroit Based (D-BB) or Detroit Resident Business (D-RB). There are additional equalization credits for those businesses who are also Detroit Headquartered (D-HB), Detroit Based Small Business (D-SB), Detroit Based Micro Business (D-MB), Joint Venture, or Mentor Venture.

***If your company has been certified by the City's Civil Rights, Inclusion & Opportunity Department include your valid Business Certificate at the time you submit your bid in order to receive equalization pricing credits, if any.***

If your company is not certified and is interested in becoming certified or want to learn more about the many benefits of certification please call 313.224.4950 or email [CivilrightsCert@detroitmi.gov](mailto:CivilrightsCert@detroitmi.gov).

More information can be found at: [www.detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/certification-and-business-registry](http://www.detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/certification-and-business-registry).

If proposing a Joint Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
- Receives at least fifty-one percent (51%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

If proposing a Mentor Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least thirty percent (30%) of the total performance, responsibility, and project management of a specific job;
- Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

<b>Equalization Allowance Table for Detroit Based Business and Detroit Resident Business</b>	
Contract Amount	Equalization Percentage
Up to \$10,000.00	5%
\$10,000.01 to \$100,000.00	4%
\$100,000.01 to \$500,000.00	3%
\$500,000.01 and over	2%

<b>Additional Equalization Allowance Table</b>	
Detroit Headquartered Business	3%
Detroit Small Business*	1%
Detroit Micro Business*	2%
Joint Venture**	2%
Mentor Venture**	1%

\*Business can only be either Detroit Small Business or Detroit Micro Business; it cannot be both.

\*\*Business can only be either a Joint Venture or Mentor Venture; it cannot be both.



Civil Rights, Inclusion  
and Opportunity

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1240  
DETROIT, MICHIGAN 48226  
PHONE 313•224•4950 TTY 313•224•4960  
FAX 313•224•3434  
[WWW.DETROITMI.GOV](http://WWW.DETROITMI.GOV)

---

June 26, 2019

LGC Global Inc.  
7301 Woodward Ave #500  
Detroit, MI 48202  
Attn: Stacey Dogonski

**RE: DETROIT BUSINESS CERTIFICATION**  
(Approval Date: 6/19/19 to 6/19/20)

Dear Applicant:

This letter shall serve as your notification that this office has completed its evaluation of the Certification Application and supporting documents submitted by your company.

**Based upon our review it has been determined that your company meets the eligibility criteria of the Detroit Business Certification Program. Therefore, your company's certification status as Detroit Headquartered Business (DHB), Detroit-Based Business (DBB) and Minority-Owned Business Enterprise (MBE) is effective for a period of one (1) year.**

You are reminded to keep this office apprised of any changes that may affect the status of your company's certification, i.e. ownership, management, location, etc. Also this office may request additional information at any time to verify your continued eligibility.

**Remember to visit our web page for any updates to the program and most current application for next year at <https://detroitmi.gov/departments/civil-rights-inclusion-opportunity-department>.**

Your continued interest in and support of the City of Detroit's Certified Business Program is appreciated.

Sincerely,

Lauren Strickland  
Business Opportunity Program Coordinator  
Civil Rights, Inclusive and Opportunity (CRIO)

Encl.: certificate  
Cc: file



FY 2018 – 2019

## Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

*LGC Global Inc.*

Detroit Headquartered Business (DHB),  
Detroit-Based Business (DBB),  
and  
Minority-Owned Business Enterprise (MBE)

commencing **June 19, 2019** expiring on **June 19, 2020**.



Charity R. Dean, Esq., Director  
Civil Rights, Inclusion & Opportunity

City of Detroit  
Michael E. Duggan, Mayor

**EXHIBIT G**

**Accounts Receivable Clearance Application**

Next Page

Accounts Receivable Clearance Application  
2 Woodward Avenue, Suite 106, Coleman A Young Municipal Center  
Revenue Tax Examining Unit (313) 224-2389 / FAX: 224-1901 / [RevenueCollections@DetroitMi.gov](mailto: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 WATER & SEWERAGE  
DATE SENT \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_  
CONTRACT AMOUNT \$ \_\_\_\_\_

SECTION B: CORPORATION LICENSE TYPE \_\_\_\_\_  
CORPORATION NAME LAKESHORE GLOBAL CORP.  
ADDRESS 7310 WOODWARD AVE., SUITE 500 CITY/STATE/ZIP DET., MI 48202  OWN  LEASE  
CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER 41-2111769  
OTHER CITY-OWNED PROPERTY PARCELS 01992281.06  
CONTACT PERSON A. RACHMALE PHONE NUMBER 887-5711 EMAIL ADDRESS CARMEN.FERNANDEZ@LGCCORP.CI

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 \_\_\_\_\_

**APPROVED**

FOR TREASURY COLLECTION USE ONLY:

APPROVED  DENIED  DENIED WITH ATTACHMENTS  
Rita Singleton 2-10-2020 CLEARANCE VALID UNTIL 10-29-2020  
SIGNATURE DATE

**EXHIBIT H**

**Request for Income Tax Clearance**

Next Page



# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Water & Sewerage

E-MAIL ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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 Lakeshore Global Corporation

Address 7310 Woodward Ave, Suite 500

City Detroit

State MI Zip Code 48202

Telephone 313-989-4141 Fax # 313-875-2732

E-mail Address carmen.fernandez@lgccorp.com

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

Telephone # 313-887-5711

Fax # 313-875-2732

Employer Identification or Social Security Number  
41-2111769

Spouse Social Security Number  
N/A

Nature of Contract Various Construction

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.

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

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

### D. FOR INCOME TAX USE ONLY

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

Yes  No Signature [Signature] Date 9-16-19 Expires \_\_\_\_\_

Yes  No Signature [Signature] Date 10-29-19 Expires 10-29-20

Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

**EXHIBIT I**

**COVENANT OF EQUAL OPPORTUNITY**

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

I, being a duly authorized representative of Lakeshore Global Corporation, (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 application 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 until 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).

RFP No.: (if applicable) 2.28.2020 - Sewer Line Relocation RFP

Duration of Covenant 07/08/2019 to 07/09/2024

Printed Name of Contractor/Organization  
Lakeshore Global Corporation

(Type or Print Legibly)

Contractor Address Detroit, Michigan 48202

(City) (State) (Zip)

Contractor Phone/E-mail 313-989-4141 / shahsidhar.shastri@lgccorp.com  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative  
Shashidhar Shastri, Executive Vice President

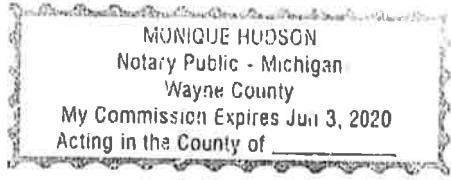
Signature of Authorized Representative: 

Date: 03/13/2020

**\*\*This Document MUST be Notarized\*\***

Signature of Notary: 

Printed Name of Seal of Notary: Monique Hudson



My Commission Expires: 6 / 03 / 20

FOR CONTRACTING DEPARTMENT USE ONLY:  
Date Rec'd \_\_\_/\_\_\_/\_\_\_ Received By: \_\_\_\_\_ Title: \_\_\_\_\_

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

## Exhibit J

### HIRING POLICY COMPLIANCE

(Next Page)

#### DETROIT CITY CODE 18-5-81 ET SEQ.

##### Purpose

To ensure that City contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply and be considered as an employee.

##### Applicability

City contracts over \$25,000 whether for goods or services and whether or not subject to competitive bidding.

##### Exemptions

Criminal history background checks are permitted for (1) positions where there is a statutory duty to perform a pre-employment screening; (2) positions where goods or services are not provided to the City (18-5-82(b)(1)); and (3) purchase of goods and services from cooperatives.

- Practice point – Any claimed exemption should be verified through the Purchasing Division or the City Law Department.

##### Affidavit of Compliance

- Contractors must execute a Hiring Policy Compliance Affidavit.
- Contractors are responsible for subcontractors' compliance.

##### Failure to Comply

Failure to comply constitutes a non-responsive bid or, where there is a contract, breach.

##### Date for Compliance Language in Requests for Proposals

03/13/2020

##### Date for Inclusion of Compliance Affidavit in Bid Recommendations

03/13/2020



**EXHIBIT J**

**Hiring Policy Compliance Affidavit**

I, Shashidhar Shastri, being duly sworn, state that I am the

\_\_\_\_\_

Executive Vice President of  
Lakeshore Global Corporation

Title Name of Bidder Corporation or Other Business  
Entity

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

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

**Signed,**



\_\_\_\_\_

Executive Vice President  
Title: \_\_\_\_\_ Date: 03/13/2020

STATE OF Michigan )

)SS.

COUNTY OF Wayne )

The foregoing Affidavit was acknowledged before me the 13th day of March,  
2020.

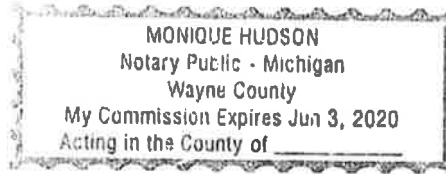
by Shashidhar Shastri

*Monique Hudson*

Notary Public, County of Wayne

State of Michigan

My commission expires: 6/3/20



**Exhibit K**  
**SLAVERY ERA RECORDS AND**  
**INSURANCE DISCLOSURE AFFIDAVIT**

**Purpose**

To require as part of the contracting process that each contractor with which the City enters into a contract search its records and those of its predecessor entity disclosing any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slaveholders that provided coverage for injury, death or loss related to slaves held during the slavery era in the U.S.

**Applicability**

All contracts for goods or services with the City, whether or not subject to competitive bid.

**Affidavit**

Must be submitted to the Purchasing Division prior to submission of a contract to City Council or prior to approval.

**Void ability for Noncompliance**

Failure to comply will render a contract voidable by the Director of the Finance Department.

**EXHIBIT K**

**CITY OF DETROIT**

**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor:  
Lakeshore Global Corporation
  
2. Address of Contractor: 7310 Woodward Ave. Ste:500, Detroit, MI 48202  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Name of Predecessor Entities (if any):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Prior Affidavit Submission?  No  Yes, on: \_\_\_\_\_  
(Date of prior submission)
  
5.  Contractor was established in 2003 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Shashidhar Shastri (Printed Name) Executive Vice President (Title)

 (Signature) 03/13/2020 (Date)

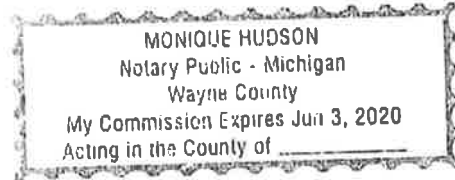
Subscribed and sworn to before me

this 13th day of March



Notary Public, Wayne County, Michigan

My Commission Expires: 6/3/20



**EXHIBIT L**

**RESOLUTION OF AUTHORITY**

I, Shashidhar Shastri, a duly authorized representative of Lakeshore Global Corporation, which is authorized and registered to do business in the State of Michigan (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Directors/Members/Owners of the Corporation duly called and held on 03/11/2020:

"RESOLVED, That the Shashidhar Shastri and Avinash Rachmale and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company any agreement or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned representatives of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Construction Management Services Agreement between the Detroit Building Authority and the Company and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this 13th day of March, 2020.



\_\_\_\_\_  
Shashidhar Shastri  
Company Representative

**COMPANY SEAL (if any)**

**EXHIBIT M**

**DEBARMENT SUSPENSION AFFIDAVIT**

STATE OF Michigan )

) ss

COUNTY OF Wayne )

I, Shashidhar Shastri, being first duly sworn deposes and says as follows:

6. That I am

Representative

(owner, partner, officer, representative, or agent)

of Lakeshore Global Corporation, the respondent that has submitted the attached proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.

11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.
15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
16. That, if during the term of any contract with Detroit Building Authority, bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to Detroit Building Authority the facts which cause the statement(s) in this affidavit to be untrue.
17. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

[COMPANY]



By: Shashidhar Shastri

Its: Executive Vice President



Subscribed and sworn to before me this

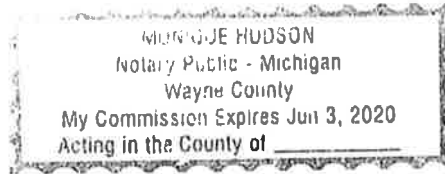
13th day of March, 2020.

*Mary Hob*

Notary Public, County of Wayne

State of Michigan

My Commission Expires: 6/3/20



**EXHIBIT N**

**FINANCIAL STATEMENTS AFFIDAVIT**

Were the financial statements required by and submitted to the surety company that will provide payment and performance bonds for this project solely the financial statements of the Respondent, or were such financial statements inclusive of or supplemented by the financial statements or assets of a parent company, subsidiary company, affiliated company or other guarantor or indemnitor? The Affidavit below is to be submitted in response to this question.

**AFFIDAVIT**

I, Shashidhar Shastri, the duly authorized representative of Lakeshore Global Corporation being duly sworn, hereby certify and affirm that the repayment of funds paid on claims on the payment and performance bonds issued for the 2.28.2020 - Sewer Line Relocation RfP Project (the "Project") is secured solely by the assets of Lakeshore Global Corporation

If the financial statements submitted to the company's surety company for the Project were inclusive of or supplemented by other companies, guarantors or indemnitors, please list below the name(s) and address(es) of such other company (ies), guarantor(s) or indemnitor(s).

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further, the affiant deposes and saith not.

[COMPANY]



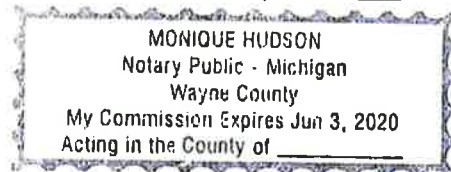
By: Shashidhar Shastri

Its: Executive Vice President

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF Wayne     )

The foregoing instrument was acknowledged before me this 13th day of March, 2016, by Shashidhar Shastri, the Executive Vice President of Lakeshore Global Corporation on behalf of said corporation.

Monique Hudson, Notary Public  
Wayne County, Michigan  
My Commission Expires: 6/3/20



**EXHIBIT O**

**AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS**

**Instructions.** This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the **City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Detroit, MI 48226** (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

---

**Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)**

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name

Lakeshore Global Corporation

Street

address 7310 Woodward Avenue Ste:500

City Detroit

State MI

Zip

code 48202

Telephone 313-989-4141

Fax \_\_\_\_\_

Email

shashidhar.shastri@lgccorp.com

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name Shahsidhar Shastri

Title

Executive Vice President

Telephone 313-989-4141

Fax \_\_\_\_\_

Email

shashidhar.shastri@lgccorp.com

---

**Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))**

The above named contractor or vendor or an immediate family member thereof

has *(if checked, complete rest of section below)*

does not have *(if checked, skip to next section)*

a financial interest, direct or indirect, in the following matters that are pending before  the Detroit City Council or  the following office, department or agency of the City

\_\_\_\_\_

Matter

\_\_\_\_\_

\_\_\_\_\_

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name

\_\_\_\_\_ Street

Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip

code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship

\_\_\_\_\_

Nature of financial interest

\_\_\_\_\_

Estimated value of the financial interest

\_\_\_\_\_

---

**Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))**

The above named contractor or vendor or an immediate family member thereof

has *(if checked, complete rest of section below)*

does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name

\_\_\_\_\_ Street  
Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip  
code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship  
\_\_\_\_\_

Description of real or personal  
property \_\_\_\_\_

\_\_\_\_\_

Nature of interest

\_\_\_\_\_

Estimated value of the interest

\_\_\_\_\_

\_\_\_\_\_

**Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))**

- The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

is (if checked, attach most recent report to this disclosure)

is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

---

**Section 5 - Immediate Family Members Employed by or Seeking Employment with City**  
**(City Code § 2-6-34(a)(5))**

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

*If none, check here  and skip to next section; otherwise, complete rest of section below:*

Name

\_\_\_\_\_  
\_\_\_\_\_

Street address

\_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip  
code \_\_\_\_\_

Phone

\_\_\_\_\_  
\_\_\_\_\_

Nature of relationship to filer

\_\_\_\_\_

Department/agency employed by or seeking employment with

\_\_\_\_\_

Position held or sought

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**Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))**

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

*If none, check here  and skip to next section; otherwise, complete rest of section below*

Name

---

Street  
Address

---

City \_\_\_\_\_ State \_\_\_\_\_ Zip  
code \_\_\_\_\_

Contract or matter in which the person or entity named has an interest

---

The above contract or matter is pending before  the Detroit City Council or  the following office,

department or agency of the City

---

Nature of financial interest

---

Estimated value of the financial interest

---

**Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))**

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.



M. Shastri

Sign name:

\_\_\_\_\_

Print name:

Shashidhar Shastri, Executive Vice President

Sworn and subscribed to before me on 13th March, 2020

[ by Shashidhar Shastri, the  
Executive Vice President

[name]

[title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor ].

Sign: Monique Hudson

Acting in \_\_\_\_\_ County

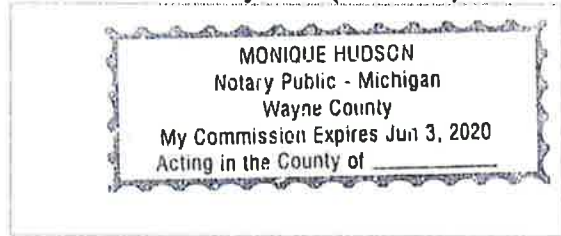
Print: Monique Hudson

My Commission Expires:

Notary Public, Wayne County,  
Michigan,

6/3/20

Notary Seal (if desired)



**EXHIBIT P**

**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

**“City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (**“Statement of Political Contributions and Expenditures”**), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

**Instructions:** In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
None				


**STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES**

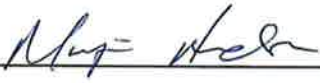
Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: 

Print name: Shashidar Shastri

Sworn and subscribed to before me  
 on 13 March, 2020 [by Shashidhar Shastri, the  
Executive Vice President of the above named contractor/vendor, an  
 authorized representative or agent of the contractor/vendor]

Sign:   
 Print: Monique Hudson  
 Notary Public, Wayne County, Michigan,  
 Acting in \_\_\_\_\_ County



My Commission Expires: 6/3/20