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City Council Contract Agenda Items Review Checklist

Reviewer: Iva Patterson / Zenola Holland **Date Received: 10 / 30 /2015**

Date: 10/30/2015 Department **MPD** Division: Executive Admin

MPD Contact Person(s): Linda Harris, Mgr I Phone No.: (313)-221-2528

Description: Provide Towing Service for MPD "Scofflaw Boot & Tow" vehicles --- $50.00 per Tow, for an one (1) year Contract "TIME ONLY" Amendment starting November 1, 2015 and ending ~~November 30, 2016 with an additional one (1) year renewal option.~~ ~~JUNE 30, 2016.~~ 11-30-2016

brief explanation of function or need of the goods/services

Contract No.: **2869879** MOD #2 PO Type: **ProfSC** Est. Value: $**116,650** "TIME ONLY"

Contract Term (if applicable): **December 1, 2015** to **~~November 30, 2016~~** ~~June~~ 30, 2016 11-30-2016

Funding: City **100%**
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: **PickUp & Run Auto Recovery LLC, 8616 Evergreen Rd, Detroit, MI 48228**
P.O. 19298, Detroit, MI 48219
Ph #: (313) 779-0657 / Fax # (313) 447-2524 or (313) 416-3525
Email: Jay8616@hotmail.com
James Richardson, President

Required Date: December 1, 2015

1. The business being awarded is Renewal If a renewal, provide justification for renewal: This contract shall allow for MPD authorized Scofflaw "Booted" vehicle(s) to be towed to City of Detroit impound facility(s) for unpaid parking tickets.

2. Was the product or service competitively bid? ☒Yes ☐No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: RFQ 42375 - Bid Tabulation on file with OCP.

3. Was a Co-Operative Agreement Considered? ☐Yes ☒No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: Services were not identified

4. Were savings achieved?
   ☐ Yes Amount $_____ ☒ No

5. Does this agreement represent an increase? No "TIME ONLY"
   ☐ Variance in unit price only (Current unit price $0.00 Proposed Unit Price $0.00)
   ☐ Change in amount/volume of the good or service to be used. $_____

6. Does the supplier currently provide other goods and services to the City? ☒ Yes ☐ No
   If yes please list: Towing for ABAN city-wide initiative.

7. Is this good/service used by other departments? ☐ Yes ☒ No
   If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☒ Yes ☐ No
   Is this a service that City employees can be trained to do? ☒ Yes ☐ No

---

NOTES: Buyer:
a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ✓ No____

☒ **PLACE ON FINANCIAL REVIEW COMMISSION AGENDA**

☒ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: E. Williams DATE: 10-30-2015
(MPD)

INFORMATION PROVIDED BY: Eunice Williams

TITLE: MPD Dept Manager II

PHONE NO.: (313) 221-2526

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CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

BOBBY'S TOWING

10807 LYNDON ST
DETROIT, MICHIGAN 48238
Email: bobbystowing@yahoo.com / denisebhardison@yahoo.com
Phone: (313) 933-9305 / Fax: (313) 931-9263

Contract Period: December 1, 2015 to November 30, 2016

CONTRACT NO.

2869882

MOD #3 *("Time Extension Only")*

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CITY OF DETROIT
AMENDMENT AGREEMENT NO. 3
TO
CONTRACT NO. 2869882

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Municipal Parking Department ("City"), and **Bobby's Towing Inc.** ("Contractor"), a Detroit, Michigan based authorized booted vehicle towing company, with its principal place of business located at **10807 Lyndon St, Detroit, Michigan 48238.** Phone: (313) 933-9305 / Fax: (313) 933-9263.

WITNESSETH:

WHEREAS, the City has engaged the Contractor to provide certain services ("Services") to the City; and

WHEREAS, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, the Contract permits the parties to amend the Contract by mutual agreement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

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1. AMENDMENT TO COMPENSATION

1.01 Purchase Order # 2869882 Amendment No. 2, which now reads:

Purchase Order was created in accordance with period agreement and RFQ # 42375.
Furnish: Towing Service @ $50.00 per Tow
Amount Agreed: Not to Exceed $146,800.00
Original Total Contract Amount: $100,000.00
Total Amendment #1 CPO Amount: $146,800.00 _ Change Amount: $46,800
Total Amendment #2 CPO Amount: $146,800.00 _Change Amount: $0
"*Time Only*" *CCR 12/6/2014 EM 1/17/2014*
Renewal Option: One Additional (1) year

Purchase Order # 2869882 Amendment No. 3, is amended to read:

Purchase Order was created in accordance with period agreement and RFQ # 42375.
Furnish: Towing Service @ $50.00 per Tow
Amount Agreed: Not to Exceed $146,800.00
Original Total Contract Amount: $100,000.00 _
CCR 11/20/2012
Total Amendment #1 CPO Amount: $146,800.00 _ Change Amount: $46,800
_ CCR 11/20/2012
Total Amendment #2 CPO Amount: $146,800.00 _Change Amount: $0
"*Time Only*" *CCR 12/6/2013 _ EM 1/17/2014*
Total Amendment #3 CPO Amount: $146,800.00
Change Amount: $0 "*Time Only*"
Renewal Option: One Additional (1) year

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2. AMENDMENT TO TIME

2.01 Purchase Order # 2869882 Amendment No. 2, which now reads:

Effective: From 01-Dec-13 To: 30-Nov-15
with an additional one (1) year option.

Is amended to read:

Effective: From 01-Dec-15 To: 30-Nov-16
with an additional one (1) year option.
"Time Only"

3. AMENDMENT TO F.O.B.

3.01 Purchase Order # 2869882 Amendment No. 2, which now reads:

F.O.B.: **City of Detroit Owned Lots**

1. **Caniff Storage Lot**
   6311 Caniff Street (aka 5997 Caniff St)
   Detroit, MI 48212

2. **Eastern Market Garage**
   2727 Riopelle Street
   Detroit, MI 48207

Is amended to read:

F.O.B.: **Any City-Owned Lots, designated by the City of Detroit Municipal Parking Department, which includes the following:**

1. **Vehicle Redemption & Payment Facility**
   5997 Caniff Street
   Detroit, MI 48212

2. **Eastern Market Garage**
   2727 Riopelle Street
   Detroit, MI 48207

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4. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

4.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

5. AMENDMENT AUTHORIZATION

5.01 This Amendment to the Contract shall not become effective until:

(a) The Amendment has been approved by the required City departments;

(b) The Amendment has been authorized by resolution of the City Council; and

(c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

Signature Page(s)

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IN WITNESS WHEREOF, the *City* and the *Contractor*, by and through their duly authorized officers and representatives, have executed this *Contract*.

WITNESSES:

1. _____ (Signature)

Kieura Boyce (Print Name)

2. _____ (Signature)

Floyd L Love (Print Name)

WITNESSES:

1. _____ (Signature)

James Conley (Print Name)

2. _____ (Signature)

Carla L. Brown (Print Name)

CONTRACTOR: Bobby's Towing Inc.

BY: _____ (signature)

Authorizing Name: Denise Bonge Hudson
Address: 10807 Lyndon St
City & State: Detroit, MI 48238
Telephone: (313) 933-9305 / Fax (313) 931-9263
Federal Identification Number: 26-2194060

CITY OF DETROIT FOR AGENCY:

Municipal Parking Department

BY: _____ (Signature)

Norman L. White (Print Name)

ITS: Director (Title)

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON

4/5/16

DocuSigned by:
Boysie Jackson 4/15/2016
E7BD9F26ED3A4D9...
Purchasing Director Date

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

DocuSigned by:
James Edwards
23C12D9E4C0A41D...
4/11/2016
Corporation Counsel Date

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

I, **Denise Boyce Hardison**, Corporate Secretary of
(name of corporate secretary)

Bobby's Towing Inc., a **Michigan**
(complete name of corporation) (state of incorporation)

For-Profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following
(non-profit or for profit)

is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 12-2-15, and that the same is now in full force and effect:
(date of meeting)

> "**RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that **Robert Lee Hardison** is Chairman,
Denise Boyce Hardison is President,
_____ is Vice President(s),
Denise Boyce Hardison is Treasurer,
Denise Boyce Hardison is Secretary,
Denise Boyce Hardison is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 2 day of **December, 2015.**

CORPORATE SEAL
(if any)

Corporation Secretary

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

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CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE_)

The foregoing contract was acknowledged before me the 2 day of December ~~20~~,

2015, by Denise D. Boyce - Hardison,
(name of person who signed the contract)

the Owner,
(title of person who signed the contract as it appears on the contract)

of **Bobby's Towing** Inc.,
(complete name of the corporation)

on behalf of the Corporation.

Notary Public, County of ~~Wayne~~ Macomb

Acting In the County of Wayne.

State of Michigan

My commission expires: December 28, 2019

LEAH J. SUTTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 28, 2019
ACTING IN COUNTY OF Wayne

CORPORATION CERTIFICATE OF AUTHORITY

Scope of Services

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THIRD AMENDED EXHIBIT A
SCOPE OF SERVICES

I. **Notice to Proceed**

The term of this Contract shall begin on **December 1, 2015** and shall **terminate at 11:59 PM on November 30, 2016, unless extended by mutual agreement by an Amendment to the Contact for one additional one year term.**

II. **Services to be Performed**

(a) The purpose of this Contract is to include the Contractor in a non-exclusive pool of contractors eligible at the request of Municipal Parking Department ("MPD"), at MPD's complete and sole discretion, to tow scofflaw and/or boot eligible vehicles identified by MPD as owing six (6) or more unpaid parking tickets within the confines of the City of Detroit. The vehicles will be towed to City-owned lots. Notwithstanding anything in this Contract to the contrary, the City will determine allocation of tows as between eligible towers in any fashion the City deems appropriate in its sole and complete discretion. Contractor releases and waives any claim against the City, under any legal theory, arising from this Contract or otherwise, relating to the number or share of tows received by Contractor or any other entity, or the manner or process by which the City allocate4s tows as between eligible towers.

(b) To be included in the pool of eligible Contractors who may be authorized to tow scofflaw vehicles, Contractor shall have a minimum of **two (2)** trucks available for the performance of this Contract with the City of Detroit, including at least one 1 ½ Ton and one flatbed truck. The flatbed truck must be available for tows of one car or more than one car. Within 24 hours of approval of this Contract by the City, the Contractor shall provide the City's MPD with the vehicle numbers and descriptions of the two vehicles it has available to provide Services pursuant to this Contract. These vehicles must be available at all hours specified in this Contract throughout the term of the Contract. If Contractor replaces either of these vehicles with another vehicle during the term of the Contract, Contractor must, within 24 hours, notify MPD and provide MPD with the vehicle numbers and descriptions of the new vehicle(s), as well as an updated insurance policy including the new vehicle(s) with the insurance coverage required by this Contract. The Contractor shall also provide MPD with updated insurance policies, or commitments to insure from its insurer(s), pursuant to this Contract 30 days prior to the expiration of each type of coverage on each policy. If the Contractor provides only a commitment to insure to the City, the Contractor shall immediately provide MPD with a firm policy on or before the commencement date of the coverage in that policy.

Contractor understands and acknowledges that failure to have either of the two vehicles available at any time during the term of this Contract when called upon by the

City to perform a tow, or does not respond to the location of the scofflaw vehicle within 30 minutes time of accepting tow from dispatch, which is of the essence, shall result in the following changes to eligibility to receive requests for tows:

1. The first time the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for ten (10) calendar days thereafter.
2. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for thirty (30) calendar days thereafter.
3. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for sixty (60) calendar days thereafter.
4. The periods of ineligibility above shall apply separately for each year of the Contract. Ineligibility for periods of thirty (30) or sixty (60) days may occur because of any combination of the Contractor's non-availability and untimely arrival at the location of the scofflaw vehicle during each year of the Contract.

(c) After each of the above periods elapse (10, 30, or 60 calendar days), and the Contractor decides that it desires to continue to participate in the eligible pool of towers under this Contract, the Contractor must provide the City with evidence that it still has two (2) vehicles available pursuant to this Contract in order to again be eligible to be called for tows. Such evidence shall consist of a letter submitted by the Contractor to the MPD certifying that the Contractor has two (2) vehicles available meeting the requirements of this Exhibit A, identifying each vehicle by its vehicle number and providing a current certificate of insurance for each such vehicle.

(d) If, for any reason, the Contractor does not receive any requests for tows by the City pursuant to this Contract within any 10-day period, whether because of ineligibility or for any other reason, the Contractor may, at its sole discretion, terminate its participation in this Contract by providing the City with seven days advance written Notice to the City, without any costs, fees, expenses or damages accruing to either party because of such termination, notwithstanding any other provision of this Contract, with the exception that the Contractor's indemnity and insurance obligations under this Contract shall remain in effect to cover events that occurred up to the date of termination. If the Contractor terminates its

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participation in this Contract, it may again seek to be authorized by the MPD to tow scofflaw vehicles in the City to City-owned lots, after the end of the current term of this Contract, including any extensions, when the City issues new contracts for this purpose.

(e) Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), less than 10,000 pounds gross vehicle weight for any vehicles that it is authorized to tow and does tow in accordance with this Contract. This rate shall be charged to and paid by the City pursuant to Exhibit B. This rate shall apply regardless of the time and the equipment used during such tows. If towing is authorized by the City, **towing services shall be conducted by the Contractor between the hours of 7:00 AM to 10:00 PM, seven days a week.** Contractor understands and agrees, and waives any federal, state or local rights or benefits to the contrary, that it provides the vehicles, equipment, management, labor, and other items it requires to perform this Contract at its own cost, expense, fee and risk and that this Contract does not provide it with any rights, benefits, damages or remedies other than to be paid for tows actually requested by the City and performed by the Contractor in accordance with this Contract.

(f) Contractor shall tow Scofflaw Vehicles to the following locations:

Vehicle Redemption & Payment Facility
5997 Caniff Street
Detroit, Michigan 48212

or

Eastern Market Garage
2727 Riopelle St
Detroit, MI 48207

and / or any City-owned lot, designated by the City of Detroit Municipal Parking Department.

(g) Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

(h) All the terms and conditions of this Contract are intended to be consistent with one another. However, in the event that there is any conflict or inconsistency between the terms and conditions in this Exhibit A, Scope of Services and the terms and conditions set forth from Article 1 up to and including Article 23 of this Contract, the terms and conditions in this Exhibit A, Scope of Services shall control.

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THIRD AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), that it is authorized to tow and *does* tow in accordance with this Contract. This rate shall be charged to and paid by the City.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2015

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

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

PRODUCER 313-402-5603 661-760-9202
D D I INSURANCE AGENCY LLC
20227 Mack

Grosse Pointe Woods, MI 48236

CONTACT NAME: D D I INSURANCE AGENCY LLC
PHONE (A/C, No, Ext): 313-402-5603 FAX (A/C, No): 661-760-9202
E-MAIL ADDRESS: AMYDDI@YAHOO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANGE INS CO OF MI	
INSURER B: LIBERTY MUTUAL INS	
INSURER C: UNITED SPECIALTY	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PICK UP AND RUN AUTO RECOVERY LLC
8616 EVERGREEN
DETROIT, MI 48228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER	✓		13132593	11/11/2015	11/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ✓ SCHEDULED AUTOS NON-OWNED AUTOS	✓		XA 2067743	03/10/2015	03/10/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC534S544433-013	12/21/2015	12/21/2016	PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	ON HOOK	✓		XA 2067743	03/10/2015	03/10/2016	50,000 1,000 DED	
A	GARAGEKEEPERS	✓		XA 2067743	03/10/2015	03/10/2016	50,000 500 DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF DETROIT IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
CERTIFICATE HOLDER
THE CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
1600 W LAFAYETTE
DETROIT, MI 48216

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Doherty

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CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Pick Up & Run Auto Recovery LLC

2. Address of Contractor: 8616 Evergreen Detroit MI. 48228

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ____ No ____ Yes, on: _____ (Date of prior submission)

   If "No", complete Items 5 and 6.

   If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ___ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

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

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

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

James Richardson (Printed Name) Owner (Title)

James Richardson (Signature) Oct. 12, 2015 (Date)

Subscribed and sworn to before me
this 12 day of October 2015

Notary Public, OAKLAND County, Michigan
My Commission expires: 05/17/2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of Wayne

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REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

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

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

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

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization James Richardson
(Type or Print Legibly)

Contractor Address 8616 Evergreen, Detroit Mi 48228
(City) (State) (Zip)

Contractor Phone/E-mail 313-779-0657, Jay8616@hotmail.co
(Phone) (E-mail)

Printed Name & Title of Authorized Representative James Richardson

Signature of Authorized Representative: [signature]

Date: October 12, 2015

*** This document MUST be notarized ***

Signature of Notary: [signature]

Printed Name of Seal of Notary: TRINA BROADNAX

My Commission Expires: 05 / 17 / 2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of Wayne

FOR CONTRACTING DEPARTMENT USE ONLY:

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

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

Hiring Policy Compliance Affidavit

I, James Richardson being duly sworn, state that I am the OWNER

owner of Pick Up & Run Auto Recovery LLC.
Title — Name of Bidder Corporation or Other Business Entity

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

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

SIGNED,

Title: Owner Date: 10/12/15

STATE OF Michigan)
) SS
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 12th day of Oct., 2015, by TRINA BROADNAX

Notary Public, County of Oakland

State of Michigan

My commission expires: 05/17/2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of Wayne

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APPLICATION FOR EMPLOYMENT

PRE-EMPLOYMENT QUESTIONNAIRE
EQUAL OPPORTUNITY EMPLOYER

PERSONAL INFORMATION

DATE _____

NAME (LAST NAME FIRST)			SOCIAL SECURITY NO. — —
PRESENT ADDRESS	CITY	STATE	ZIP CODE
PERMANENT ADDRESS	CITY	STATE	ZIP CODE
PHONE NO. ( )	REFERRED BY		

EMPLOYMENT DESIRED

POSITION	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED? ☐ YES ☐ NO	IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? ☐ YES ☐ NO	
EVER APPLIED TO THIS COMPANY BEFORE? ☐ YES ☐ NO	WHERE?	WHEN?

EDUCATION HISTORY

	NAME & LOCATION OF SCHOOL	YEARS ATTENDED	DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

GENERAL INFORMATION

SUBJECTS OF SPECIAL STUDY/RESEARCH WORK OR SPECIAL TRAINING/SKILLS	
U.S. MILITARY OR NAVAL SERVICE	RANK

FORMER EMPLOYERS (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE MONTH AND YEAR	NAME & ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

CONTINUED ON OTHER SIDE

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EFERENCES GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS KNOWN

UTHORIZATION

"I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I also understand and agree that no representative of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.

This waiver does not permit the release or use of disability-related or medical information in a manner prohibited by the Americans with Disabilities Act (ADA) and other relevant federal and state laws."

DATE _____ SIGNATURE _____

NTERVIEWED BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE

REMARKS

NEATNESS	CHARACTER
PERSONALITY	ABILITY

HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

AP VED: 1. _____ EMPLOYMENT MANAGER 2. _____ DEPARTMENT HEAD 3. _____ GENERAL MANAGER

This application for employment is sold only for general use throughout the United States. Adams assumes no responsibility and hereby disclaims any liability for the inclusion in this orm of any questions or requests for information upon which a violation of local, state, and/or federal law may be based. It is the user's responsibility to ensure that this form's use complies with applicable laws, which change from time to time.

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EXHIBIT C
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				

(EXHIBIT C - continued)
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: Jim Richardson

Print name: James Richardson

Sworn and subscribed to before me
on October 12, 20 15 [by James Richardson the owner of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: T-R

Print: TRINA BROADNAX
Notary Public, OAKLAND County, Michigan,
Acting in WAYNE County
My Commission Expires: 05/17/2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of WAYNE

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REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMI.gov

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

ADDRESS OF DEPARTMENT 1301 Third ST Detroit MI 48226

DATE SENT 10-12-2015 CONTACT PERSON Wa Patterson

PHONE NUMBER 313 224-1875 FAX NUMBER ____ EMAIL pattersonw@detroitmi.gov

CONTRACT AMOUNT $ ____

☐ **SECTION B: CORPORATION** LICENSE TYPE ____

CORPORATION NAME ____

ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE

CITY PERSONAL PROPERTY NUMBER ____ **FID / EIN NUMBER** ____

OTHER CITY-OWNED PROPERTY PARCELS ____

CONTACT PERSON ____ PHONE NUMBER ____ **EMAIL ADDRESS** ____

☐ **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 Pick Up & Run Auto Recovery LLC.

BUSINESS ADDRESS 8616 Evergreen ____ CITY/STATE/ZIP Detroit Mi 48228

lease ____ ☐ OWN ✓ LEASE

CITY PERSONAL PROPERTY NUMBER 2869879 ____ **FID / EIN NUMBER** 26-2206770

OWNER'S NAME James Richardson ____ DRIVER'S LICENSE # R 263 367 676 330

PHONE NUMBER 313-779-0657

HOME ADDRESS 8616 Evergreen ____ CITY/STATE/ZIP Detroit Mi. 48228

☐ OWN ☐ LEASE

OTHER CITY-OWNED PROPERTY PARCELS None

EMAIL ADDRESS jay8616@hotmail.com

☐ **SECTION E: PERSONAL SERVICES**

NAME ____ ADDDRESS ____ ☐ OWN ☐ LEASE

CITY/STATE/ZIP ____

PHONE NUMBER ____ DRIVER LICENSE # ____

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT ____

Annette Smith

OCT 29 2015 CLEARANCE VALID UNTIL JAN 15 2016

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REQUEST FOR INCOME TAX CLEARANCE

SEP 23 2015

REQUESTING DEPARTMENT/DIVISION: MUNICIPAL PARKING DEPARTMENT (MPD)

E-MAIL ADDRESS: HUNLEYL@DETROITMI.GOV

CONTACT NAME: L. HUNLEY PHONE: (313) 221-2569 FAX: (313) 221-2544

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

A. To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 1220
Detroit, MI 48226

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

For: Individual or Company Name: PICK UP & RUN AUTO RECOVERY LLC

Address: P.O. BOX 19298
15900 Grand River, Detroit, MI 48227

City: Detroit

State: MI Zip Code: 48219

Telephone: (313) 779-0657 / Fax #

E-Mail Address: JAY86616@hotmail.com

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

Telephone # (313) 779-0657
Fax #

Employer Identification or Social Security Number: 26-2206770

Spouse Social Security Number

Nature of Contract: TOWING SERVICE

BID/CONTRACT AMOUNT (if known):
Labor: $ Material: $
Contract # (if known)

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

Check One: ■ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D FOR INCOME TAX USE ONLY

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

☒ Yes ☐ No Signature LAMONT FISHER INCOME TAX INVESTIGATOR Date SEP 29 2015 Expires SEP 29 2016

☐ Yes ☐ No Signature Date Expires

☐ Yes ☐ No Signature Date Expires

To check the status of a clearance, please call (313) 224-3328 or (313) 224 3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

SAM Search Results
List of records matching your search for :

Search Term : PICK* UP RUN* AUTO* RECOVERY* LLC*
Record Status: Active

No Search Results

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2015

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

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

PRODUCER 313-402-5603 661-760-9202
D D I INSURANCE AGENCY LLC
20227 Mack

Grosse Pointe Woods, MI 48236

CONTACT NAME: D D I INSURANCE AGENCY LLC
PHONE (A/C, No, Ext): 313-402-5603 FAX (A/C, No): 661-760-9202
E-MAIL ADDRESS: AMYDDI@YAHOO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GRANGE INS CO OF MI	
INSURER B : LIBERTY MUTUAL INS	
INSURER C : UNITED SPECIALTY	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PICK UP AND RUN AUTO RECOVERY LLC
8616 EVERGREEN
DETROIT, MI 48228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	✓		13132593	11/11/2014	11/11/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ✓ SCHEDULED AUTOS NON-OWNED AUTOS	✓		XA 2067743	03/10/2015	03/10/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC534S544433-013	12/21/2014	12/21/2015	PER STATUTE ✓ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	ON HOOK	✓		XA 2067743	03/10/2015	03/10/2016	50,000 1,000 DED	
A	GARAGEKEEPERS	✓		XA 2067743	03/10/2015	03/10/2016	50,000 500 DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF DETROIT IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
CERTIFICATE HOLDER AND ADDITIONAL INSURED
THE CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
1600 W LAFAYETTE
DETROIT, MI 48216

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Doherty

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City Council Contract Agenda Items Review Checklist

Reviewer: Iva Patterson / Zenola Holland **Date Received:** 10 / 30 /2015

Date: 10/30/2015 Department MPD Division: Executive Admin

MPD Contact Person(s): Linda Harris, Mgr I Phone No.: (313)-221-2528

Description: Provide Towing Service for MPD "Scofflaw Boot & Tow" vehicles --- $50.00 per Tow, for an one (1) year Contract "TIME ONLY" Amendment starting November 1, 2015 and ending ~~November 30, 2016 with an additional one (1) year renewal option.~~ JUNE 30, 2016.

brief explanation of function or need of the goods/services

Contract No.: **2869879** MOD #2 PO Type: **ProfSC** Est. Value: $**116,650** "TIME ONLY"

Contract Term (if applicable): **December 1, 2015** to ~~**November 30, 2016**~~ JUNE 30, 2016

Funding: City **100%**
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: **PickUp & Run Auto Recovery LLC, 8616 Evergreen Rd, Detroit, MI 48228**
P.O. 19298, Detroit, MI 48219
Ph #: (313) 779-0657 / Fax # (313) 447-2524 or (313) 416-3525
Email: Jay8616@hotmail.com
James Richardson, President

Required Date: December 1, 2015

1. The business being awarded is Renewal If a renewal, provide justification for renewal: This contract shall allow for MPD authorized Scofflaw "Booted" vehicle(s) to be towed to City of Detroit impound facility(s) for unpaid parking tickets.

2. Was the product or service competitively bid? ☒ Yes ☐ No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: RFQ 42375 - Bid Tabulation on file with OCP.

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: Services were not identified

4. Were savings achieved?
   ☐ Yes Amount $_____ ☒ No

5. Does this agreement represent an increase? No "TIME ONLY"
   ☐ Variance in unit price only (Current unit price $0.00 Proposed Unit Price $0.00)
   ☐ Change in amount/volume of the good or service to be used. $_____

6. Does the supplier currently provide other goods and services to the City? ☒ Yes ☐ No
   If yes please list: Towing for ABAN city-wide initiative.

7. Is this good/service used by other departments? ☐ Yes ☒ No
   If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☒ Yes ☐ No
   Is this a service that City employees can be trained to do? ☒ Yes ☐ No

---

NOTES: Buyer:
a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ✓ No____

☒ **PLACE ON FINANCIAL REVIEW COMMISSION AGENDA**

☒ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: E. Williams (MPD) DATE: 10-30-2015

INFORMATION PROVIDED BY: Eunice Williams

TITLE: MPD Dept Manager II

PHONE NO.: (313) 221-2526

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CITY OF DETROIT
AMENDMENT AGREEMENT NO. 1
TO CONTRACT NO. 2869879

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Municipal Parking Department ("City"), and **Pick Up and Run Auto Recovery LLC.** ("Contractor"), a Detroit. Michigan based authorized towing company, with its principal place of business located at **15900 Grand River, Detroit, Michigan 48227.** Phone: (313) 779-0657 / Fax: (313) 447-2524.

WITNESSETH:

WHEREAS, the City has engaged the Contractor to provide certain services ("Services") to the City; and

WHEREAS, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, the Contract permits the parties to amend the Contract by mutual agreement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

1. AMENDMENT TO COMPENSATION

1.01 Purchase Order # 2869879, which now reads:

Purchase Order was created in accordance with period agreement and RFQ #42375.
CCR: November 13, 2012
Furnish: Towing Service @ $50.00 per Tow.
Amount Agreed: Not to Exceed $50,000.00
Renewal Option: One (1) year

Is amended to read:

Purchase Order was created in accordance with period agreement and RFQ #42375.
Furnish: Towing Service @ $50.00 per Tow
Amount Agreed: Not to Exceed $116,650.00
Original Total Contract Amount: $50,000.00
Total CPO Amount: $116,650.00
Change Amount: $66,650.00
Renewal Option: One (1) Additional year

2. AMENDMENT TO TIME

2.01 Purchase Order # 2869879, which now reads:

Effective: From 01-Nov-12 To: 31-Oct-13, with one (1) year option.

Is amended to read:

Effective: From 01-Nov-13 To: 31 Oct-14 with an additional one (1) year option.

3. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

3.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

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6. AMENDMENT AUTHORIZATION

4.01 This Amendment to the Contract shall not become effective until:

(a) The Amendment has been approved by the required City departments;

(b) The Amendment has been authorized by resolution of the City Council; and

(c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

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

Witnesses:

1. _____
Name

2. _____
Name

Contractor:

By: _____
Name

Its: Member
Title

Witnesses:

1. _____
Name

2. _____
Name

City of Detroit

MUNICIPAL PARKING Department:

By: _____
Name

Its: DIRECTOR
Title

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THIS CONTRACT WAS APPROVED
BY THE E.M. OR CITY COUNCIL ON:

MAY 13 2014

Date EM MAY 22 2014

Purchasing Director Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7-205 OF THE
CHARTER OF THE CITY OF DETROIT

Corporation Counsel 1/13/14 Date

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

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CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 20th day of December, 2013,

by NORMAN WHITE,
(name of person who signed the contract)

the DIRECTOR,
(title of person who signed the contract as it appears on the contract)

of MUNICIPAL PARKING DEPARTMENT,
(complete name of the City department)

on behalf of the City.

La Verne Hunley

Notary Public, County of WAYNE

State of MICHIGAN

My commission expires: *9/02/2018*

{G:\DOCS\CONTRACT\turnj\99\contract\JT2150.DOC}

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LIMITED LIABILITY COMPANY
ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 18th day of December, 2013, by James Richardson,
(name of person who signed the contract)

the Member,
(title of person who signed the contract as it appears on the contract)

of Pick Up + Run Auto Recovery, LLC,
(complete name of the limited liability company)

on behalf of the limited liability company.

Lisa Sutton

Notary Public, County of Wayne

State of Michigan

My commission expires: 4/26/2020

LISA J. SUTTON
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires April 26, 2020
Acting in the County of Wayne

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LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

I, James Richardson (name of manager), a Manager or Member of Pickup + Run AutoRecovery (name of company) L.L.C., a limited liability company (the "Company"), **DO HEREBY CERTIFY** that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

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

IN WITNESS THEREOF, I have set my hand this 18th day of December, 2013.

COMPANY SEAL
(if any)

Manager or Member

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

LISA J. SUTTON
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires April 26, 2016
Acting in the County of Wayne

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PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

3 APPROVED MAY 27 2014

CHANGE ORDER # 1 | STANDARD PO NUMBER | CONTRACT PO NUMBER 2869879 | REVISION

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

TYPE OF CONTRACT: (Check One)
☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
X PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE: [signature]

DEPARTMENT MUNICIPAL PARKING DEPARTMENT

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

DEPARTMENT CONTACT PERSON: NORMAN WHITE

PHONE NO. (313) 221-2500

CONTRACTOR'S NAME: PICKUP AND RUN AUTO RECOVERY LLC

DATE PREPARED NOVEMBER 5, 2013

CONTRACTOR'S ADDRESS:
JAMES RICHARDSON, PRESIDENT
8616 Evergreen Rd
Detroit, MI. 48228

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE X
TOTAL CONTRACT AMOUNT $50,000.00
TOTAL CPO AMOUNT $116,650.00
CHANGE AMOUNT $66,650.00

PHONE NO. (313) 779-0657 / FAX NO. (313) 447-2524

X CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 26-2206770

MINORITY FIRM X YES ☐ NO

PURPOSE OF CONTRACT: TOWING SERVICE, MPD BOOT & TOW

CHARGE ACCOUNT: 1000 -340080- ~~000000~~ 000144 617900 - 00102 - 000000 - ~~000000~~ A3570

14 DEC 13 PM 1:34
CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

& DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT Municipal Parking Department [signature] AUTHORIZED DEPARTMENT REPRESENTATIVE	
DEC 20	BUDGET ☑ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL [signature] BUDGET DIRECTOR OR DEPUTY	JAN 08
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL GRANT ACCOUNTANT	
JAN 09 2014	FINANCE DEPARTMENT ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL [signature] FINANCE DIRECTOR OR DEPUTY	1/9/14
	LAW DEPARTMENT ☑ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL [signature] CORPORATION COUNSEL	1/13/14
	PURCHASING DIVISION 14 MAY -3 PM 1:28 [signature] PURCHASING DIRECTOR	5/28/14
	CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____	

COD-PO 15 0799

Use Only One Set For Each Contract Package

cc MAY 13 2014 CH MAY 22 2014

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Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF MAY 13, 2014 (ITEMS PASSED WITHOUT WAIVERS)

INFORMATION TECHNOLOGY SERVICES

Reso. Autho. Contract No. 2825169 - 100% City Funding – To Provide Software Maintenance – Contractor: Novell, Inc., Location: 404 Wyman Street, Waltham, MA 02451 – Contract Period: May 1, 2014 through April 30, 2015 – Contract Amount: $370,169.92. (This is a Contract Renewal. Original Contract was $780,000.00.)

MUNICIPAL PARKING

Reso. Autho. Contract No. 2869879 - 100% City Funding – To Provide Towing and Boot Services – Company: Pickup and Run Auto Recovery LLC, Location: 8616 Evergreen Road, Detroit, MI 48228 – Contract Period: November 1, 2013 through September 30, 2014 with an Additional One (1) Year Option – Increase Amount: $66,650.00 – Contract Amount: $116,650.00. (Amendment for Extension of Time and Funds. Original Contract Period: November 12, 2012 through October 31, 2013 - Original Amount: $50,000.00.)

PLANNING AND DEVELOPMENT

Reso. Autho. Request for Discussion regarding the Approval of the Application for Industrial Facilities Tax Exemption Certificate for the Comprehensive Logistics Company in accordance with Public Act of 198 of 1974. (Petition #143) (The Planning & Development and Finance Departments have reviewed the application and find that it satisfies the criteria set forth by PA 328 of 1998 and would be consistent with development and economic goals of the Master Plan.)

POLICE

Reso. Autho. Petition of Dally in the Alley (#185), request to hold the "37th Dally in the Alley" in the area of Forest and Second Ave., on September 6, 2014 from 11:00 a.m. to 11:00 p.m.; with temporary street closures. Set up is to begin on 9/5 at 6:00 p.m. with tear down ending on 9/7 at 6:00 p.m.

PUBLIC LIGHTING

Reso. Autho. Contract No. 2889631 - 100% City Funding – To Restore Power lines and Replace Potheads and Ancillary Equipment – Notification of Emergency Procurement as Provided by Ordinance No. 15-00 – Basis for the Emergency: Down Power Lines Created Hazardous Conditions – Basis for Selection of Contractor: Currently Doing Work for Public Lighting – Contractor: TMC Alliance LLC, Location: 5671 Trumbull Ave., Detroit, MI 48208 – Contract Period: One Time Purchase – Contract Amount: $90,900.51 (This is an Emergency Contract. Date of Emergency – February 21, 2014)

Reso. Autho. Contract No. 2891449 - 100% City Funding – To Furnish Potheads and Accessories – Contractor: T & N Services, Inc., Location: 2940 E. Jefferson, Detroit, MI 48207 – Contract Period: One Time Purchase – Contract Amount: $152,592.00.

PUBLIC WORKS

Reso. Autho. Contract No. 2884711 - 100% City (Street) Funding – To Provide Construction Engineering and Inspection Services for Five (5) MDOT Projects – Company: Parsons Brinckerhoff Michigan, Inc., Location: 500 Griswold St., Suite 2900, Detroit, MI 48226-5001 – Contract Period: Upon City Council Approval and Emergency Manager Approval through December 31, 2018 – Contract Amount: $600,780.62.

Reso. Autho. Traffic Control Devices Installed and Discontinued. (The attached list shows traffic control devices installed, and those discontinued during the period of December 16, 2013 – January 15, 2014.)

Reso. Autho. Traffic Control Devices Installed and Discontinued. (The attached list shows traffic control devices installed, and those discontinued during the period of January 16, 2014 – February 15, 2014.)

CITY OF DETROIT
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3703
FAX 313•224•4433
WWW.DETROITMI.GOV

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MEMORANDUM

To: Janice Winfrey, City Clerk

From: Kevyn D. Orr, Emergency Manager
City of Detroit

Date: May 22, 2014

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF MAY 13, 2014 (ITEMS PASSED WITHOUT WAIVERS)

I am authorizing approval of the following:

MAYOR'S OFFICE

Reso. Autho. Petition of Ride of Silence (#174), request to hold "National Ride of Silence Day" on May 21, 2014 from 7:00 p.m. to 8:00 p.m., starting and finishing at Shelter 2 on Belle Isle.

DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

Amended Reso. Autho. Thursday, June 5, 2014 at 10:45 a.m. public hearing regarding approval of the Brownfield Plan of the City of Detroit Brownfield Redevelopment Authority for the Queen Lillian II Redevelopment. (The plan entails the construction of an 8-story, 110,000 square foot Class A office building to address the office, research and clinical requirements of the Wayne State University Departments of Internal Medicine, Neuro Surgery, OB-Gyn, and Family Medicine ("WSU"). The Developer is requesting Tax Increment Financing (TIF) reimbursement of $5,112,343.00.)

Amended Reso. Autho. Thursday, June 5, 2014 at 11:00 a.m. public hearing regarding approval of the Brownfield Plan of the City of Detroit Brownfield Redevelopment Authority for the Du Charme Place Redevelopment. (The Plan entails the construction of a new market-rate residential development on a site that adjoins Lafayette Park to the west and the Dequindre Cut to the east. The development will consist of three, 4-story buildings with a total of 185 one and two bedroom units. The Developer is requesting Tax Increment Financing (TIF) reimbursement of $4,823,995.00.)

GENERAL SERVICES

Reso. Autho. Contract No. 2891935 - %100 Other (Street) Funding – To Provide Refurbished Etnyre Trailer – Company: Cannon Engineering & Equipment Co. LLC, Location: 51761 Danview Technology Court, Shelby Township, MI 48315 – REQ: 29044 – (1) Item – Unit Price: $33,995.00/Each – Lowest Bid – Contract Amount Not to Exceed: $33,995.00.

Reso. Autho. Contract No. 2867153 - 89.7% City and 19.3% Other (Street Maintenance) Funding – To Provide Vehicle Replacement Parts and/or Services to Fleet Management Division of GSD, Fire and DPW – Contractor: Genuine Parts Company (NAPA), Location: 2999 Circle 75 Parkway, Atlanta, GA 30339 – Contract Period: September 1, 2012 through August 31, 2014 – Increase Amount: $1,650,000.00 – Contract Amount: $10,788,848.00. (This is Amendment #3 to request additional funds to the existing contract – Original Contract: $9,138,848.00.)

Reso. Autho. Contract No. 2835230 - 100% City Funding – To Provide Parts and Service for Elgin and Vac-All Street Sweepers – Contractor: Bell Equipment, Location: 78 Northpointe Drive, Lake Orion, MI 48359 – Contract Period: April 1, 2014 through March 31, 2015 – Contract Amount: $106,100.00. (This is a Contract Renewal.)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF MAY 13, 2014 (ITEMS PASSED WITHOUT WAIVERS)

Reso. Autho. Petition of Laura Reyes Kopack (#2923), request for an alley to easement at 7150 W. Vernor, Detroit, MI 48209.

TESTIMONIAL RESOLUTIONS AND SPECIAL PRIVILEGE

Testimonial Resolution for Sergeant Sarah McClure on her retirement.

Testimonial Resolution for William A. Thein, Commander-in-Chief, Veterans of Foreign Wars of the United States.

Testimonial Resolution for Tosa Marie Gilbert on her retirement.

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shani Penn, Special Advisor to the Emergency Manager

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01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: **Date Received:**

Date: December 19, 2013 **Department:** Municipal Parking Department **Division:** Parking Violation Bureau

Dept Head/Contact Person: JAMES H. CANTY, JR, MGR II/ L. HUNLEY, Principal GA Phone No.: (313) 221-2579

Description: CITYWIDE ABAN TOWING SERVICES Contract No.: 2869879 Contract Amendment No. 1
PO Type: Prof Svc - CPO Est. Value: **$116,650.00**

Contract Term (if applicable): NOVEMBER 1, 2013 to OCTOBER 31, 2014 with 1 year renewal option

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

Recommended Supplier: **PICK-UP AND RUN AUTO RECOVERY, LLC**
Business Address: 15900 Grand River, Detroit, MI 48227
Mailing Address: 8616 Evergreen Rd, Detroit, MI 48228
Phone (313) 779-0657 / Fax (313) 447-2524
Email: jay8616@hotmail.com
James Richardson, Member / President

Required Date: **NOVEMBER 1, 2013 to OCTOBER 31, 2014 with 1 year renewal option**

---

1. Is the product or service ESSENTIAL to department operations? Yes
   If "Yes" please explain why: This contract shall allow for MPD authorized Booted vehicle to be towed to City of Detroit impound facility(s) for unpaid parking violations.

   Consequence of not buying: Reduced efficiency and lack of cost recovery for MPD authorized booted vehicles.

2. Was the product or service competitively bid? Yes.
   (Request copies of bid tabulation/evaluation score sheets as needed)
   If the answer to #2 is "NO" explain why there was no competition: N/A

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

4. Were savings achieved? Yes, based on competitive bids.
   Were additional savings requested? No. This is a contract renewal, which is based on competitive bids.

5. Does the supplier currently provide other goods and services to the City? Yes
   If yes please list: Provides towing services for the Police Department.

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6. Is the business being awarded a NEW CONTRACT No
   If #6 is a renewal provide justification for renewal: N/A
   If #6 is a increase/decrease does this represent: N/A
   ☐ Variance in unit price only (Current unit price $ Suggest Unit Price $)
   ☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this service used by other departments? Yes. Provides towing services for the Police Department.
   If "yes" can this req/par be combined other department requirements? No

8. Is this a service that can be performed by City employees? No.
   Is this a service that City employees can be trained to do? Yes.

NOTES:
Contract No. 2869879 – 100% City Funding – To Provide Towing Services. Municipal Parking Department Boot and Tow – Company: Pickup and Run Auto Recovery LLC, Location: 15900 Grand River, Detroit, MI 48227 – Contract Period: November 1, 2013 through October 31, 2014 – Contract Extension: One (1) Year Extension – Contract Increase $66,650.00 – Contract Amount Not to Exceed $116,650.00. (This request is to amend the current contract to add more time {One (1) Year Extension} and money. The previous Contract was approved by City Council on November 13, 2012 for $50,000.00)

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: _____ DATE: January 15, 2014
INFORMATION PROVIDED BY: L. Hunley
TITLE: Principal Gov't Analyst
PHONE NO. (313) 221-2569

MPD ANALYSIS OF TOWING RFP # 42375 - AUGUST 29, 2012

	BIDDER	Contact Person	ADDRESS	PHONE #	FAX #	Email / Website	# of Trucks	Quote
1	Bobby's Towing	Robert Lee Hardison, Owner	10807 Lyndon St Detroit, MI 48238	(313) 933-9305	(313) 931-9263	DenisebHardison@yahoo.com	4	**$50.00**
2	B & T Towing	Jennifer Fiore, Esq, VP	2411 Vinewood St. Detroit, MI 48216	(313) 202-1700	(313) 447-2585	jmariefiore@aol.com / www.BoulevardTrumbulTow.com	26	$95.00
3	BreakThrough Towing	Michael Dickerson, Owner	1574 Lyman Place Detroit, MI 48211	(313) 228-8528 / (313) 215-2085 c)	(313) 228-8532	mjdent313@yahoo.com	4	**$45.00**
4	BreakThrough Towing	Michael Dickerson, Owner	1574 Lyman Place Detroit, MI 48211	(313) 228-8528	(313) 228-8532	mjdent313@yahoo.com	4	$50.00
5	BreakThrough Towing	Michael Dickerson, Owner	1574 Lyman Place Detroit, MI 48211	(313) 228-8528	(313) 228-8532	mjdent313@yahoo.com	4	$65.00
6	BreakThrough Towing	Michael Dickerson, Owner	1574 Lyman Place Detroit, MI 48211	(313) 228-8528	(313) 228-8532	mjdent313@yahoo.com	4	$75.00
7	Goch and Sons Towing	Michael Goch, President	795 Oakwood St Detroit, MI 48217	(313) 382-2727	(313) 382-5366	gochtowing@yahoo.com	4+	$80.00
8	Pickup and Go Towing	James Richardson, Owner	8616 Evergreen Rd Detroit, MI 48228	(313) 779-0657	(313) 416-3529	Jay8616@hotmail.com	4	**$50.00**
9	Troy's Towing	Troy Ginyard, President	9615 Grinnell St Detroit, MI 48213	(313) 579-1869 (313) 350-4790 c)	(313) 579-1880	Troy@troystowing.net	4+	$85.00

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CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE FORM
PLEASE FORWARD TO ROOM 1012
COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS (313) 224-1849/2689 FAX: 224-4238

SECTION A: FROM: ☐ CITY ENGINEERING ☐ HEALTH ☐ LAW ☐ POLICE
☐ RECREATION ☐ WATER & SEWAGE
☒ OTHER: Municipal Parking

ADDRESS OF DEPARTMENT: 1600 W. Lafayette St, Detroit, MI 48216
DATE SENT: Dec 17, 2013
CONTACT PERSON: L. Hualey PHONE NUMBER: (313) 221-2569
DATE SENT: FAX: (313) 221-2501

☒ **SECTION B: CORPORATION** **LICENSE TYPE:**

CORPORATION NAME: Pick Up + Run Auto Recovery LLC
ADDRESS: 15900 Grand River, Detroit, MI 48227
☐ OWN ☒ LEASE CURRENT TAX IDENTIFICATION NUMBER: 26-2206770
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: 22-991504.03
CONTACT PERSON: James Richardson PHONE NUMBER: (313) 779-0657

☐ **SECTION C: PARTNERSHIP** **LICENSE TYPE:**

BUSINESS NAME:
ADDRESS:
☐ OWN ☐ LEASE CURRENT TAX IDENTIFICATION NUMBER:
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:
A: PARTNER'S NAME: PHONE NUMBER:
HOME ADDRESS: CITY/STATE/ZIP:
☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:
OTHER CITY PROPERTY OWNED ADDRESSES:
B: PARTNER'S NAME: PHONE NUMBER:
HOME ADDRESS: CITY/STATE/ZIP:
☐ OWN ☐ LEASE SOCIAL SECURITY NUMBER:
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:
CONTACT PERSON: PHONE NUMBER:

☐ **SECTION D: SOLE PROPRIETORSHIP** **LICENSE TYPE:**

OWNER'S NAME:
HOME ADDRESS: ☐ OWN ☐ LEASE
CITY/STATE/ZIP:
BUSINESS NAME: ☐ OWN ☐ LEASE
BUSINESS ADDRESS: PHONE NUMBER:
CITY/STATE/ZIP:
CURRENT TAX IDENTIFICATION NUMBER:
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED:
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

☐ **SECTION E: PERSONAL SERVICES**

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

NAME: ADDRESS:
CITY/STATE/ZIP:
SOCIAL SECURITY NUMBER: PHONE NUMBER:
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

FOR TREASURY COLLECTION USE ONLY!

☒ APPROVED ☐ PENDING ☐ DENIED W/ATTACHMENTS
JUN 30 2014
CLEARANCE VALID UNTIL
SIGNATURE DATE 12-17-13

FOR INCOME TAX DIVISION USE ONLY

☐ APPROVED ☐ PENDING ☐ DENIED
SIGNATURE DATE

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REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Purchasing Division

E-MAIL ADDRESS:

CONTACT NAME: James Richardson PHONE: 313-779-0657 FAX: 313-416-3529

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

A.

To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 513
Detroit, MI 48226

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

For:
Individual or Company Name: Pick Up & Run Auto Recovery, LLC
Address: 8616 Evergreen Ave Det 48228
15900 Grand River Det 48227
City: Detroit
State: Michigan Zip Code: 48228
Telephone: 313-779-0657 Fax #: 313-416-3529
E-mail Address: Jay8616@hotmail.com

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

Telephone #: 313-779-0657
Fax #: 313-416-3529

Employer Identification or Social Security Number: 26-2206770

Spouse Social Security Number:

Nature of Contract: towing service

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 LLC ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

☐ Yes ☒ No Signature: LUCRETIA JENNINGS INCOME TAX INVESTIGATOR Date: OCT 01 2012 Expires:

☒ Yes ☐ No Signature: LAMONT FISHER INCOME TAX INVESTIGATOR Date: OCT 18 2012 Expires: OCT 18 2013

☒ Yes - Signature: LUCRETIA JENNINGS INCOME TAX INVESTIGATOR Date: DEC 17 2013 Expires: DEC 17 2014

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

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REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

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

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

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

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization Pick Up + Run Auto Recovery LLC
(Type or Print Legibly)

Contractor Address Detroit (City), Michigan (State), 48227 (Zip)

Contractor Phone/E-mail 313. 779.0657 (Phone) / _____ (E-mail)

Printed Name & Title of Authorized Representative James Richardson, Member

Signature of Authorized Representative: [signature]

Date: 12/18/13

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

Signature of Notary: [signature]

Printed Name of Seal of Notary: Lisa J Sutton

My Commission Expires: 4 / 26 / 2020

LISA J. SUTTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires April 26, 2020
Acting in the County of Wayne

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: 1 / 13 / 14 Received by: [signature] Title: OECS Municipal Parking

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

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DocuSign Envelope ID: 8A6E4FDA-AE9A-4407-B955-2080B76E71D8

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2014

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

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

PRODUCER 248-814-8040 248-814-8014
Cheryl Van Deusen Insurance Agency
292 S Broadway, #2
Lake Orion, MI 48362

CONTACT NAME: Cheryl Van Deusen
PHONE (A/C, No, Ext): 248-814-8040 FAX (A/C, No): 248-814-8014
E-MAIL ADDRESS: cvan@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farmers Insurance	
INSURER B : Liberty Mutual Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pick Up & Run Auto Recovery LLC
15900 Grand River
Detroit, MI 48227

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			604695848	11/14/2013	11/14/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ✓ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			605062887	12/15/2013	12/15/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-34S-544433-013	12/21/2013	12/21/2014	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	On Hook			605062887	12/15/2013	12/15/2014	$50,000	

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

Ford F450 Super, 2003, 1FDXF46P43EC96037
Ford F550 Super, 2003,1FDAF56P13EC73407

The City of Detroit is Additionally Insured

CERTIFICATE HOLDER

Certificate Holder and Additional Insured:
The City of Detroit
Municipal Parking Department
1600 W Lafayette St
Detroit, MI 48216

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cheryl Van Deusen

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The ACORD name and logo are registered marks of ACORD

Hiring Policy Compliance Affidavit

I, James Richardson, being duly sworn, state that I am the President Member of Pick Up & Run Auto Recovery LLC
Title — Name of Bidder Corporation or Other Business Entity

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

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

SIGNED

Title: Member Date: 12/18/13

STATE OF Michigan)
) SS
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 18th day of December, 2013, by James Richardson.

Lisa J Sutton
Notary Public, County of Wayne
State of Michigan
My commission expires: 4/26/2020

LISA J. SUTTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires April 26, 2018
Acting in the County of Wayne

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APPLICATION FOR EMPLOYMENT

PRE-EMPLOYMENT QUESTIONNAIRE
EQUAL OPPORTUNITY EMPLOYER

PERSONAL INFORMATION

DATE _____

NAME (LAST NAME FIRST)			SOCIAL SECURITY NO. — —
PRESENT ADDRESS	CITY	STATE	ZIP CODE
PERMANENT ADDRESS	CITY	STATE	ZIP CODE
PHONE NO. ( )	REFERRED BY		

EMPLOYMENT DESIRED

POSITION	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED? ☐ YES ☐ NO	IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? ☐ YES ☐ NO	
EVER APPLIED TO THIS COMPANY BEFORE? ☐ YES ☐ NO	WHERE?	WHEN?

EDUCATION HISTORY

	NAME & LOCATION OF SCHOOL	YEARS ATTENDED	DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

GENERAL INFORMATION

SUBJECTS OF SPECIAL STUDY/RESEARCH WORK OR SPECIAL TRAINING/SKILLS	
U.S. MILITARY OR NAVAL SERVICE	RANK

FORMER EMPLOYERS (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE MONTH AND YEAR	NAME & ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

CONTINUED ON OTHER SIDE

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DocuSign Envelope ID: 8A6E4FDA-AE9A-4407-B955-2080B76E71D8

REFERENCES GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS KNOWN

AUTHORIZATION

"I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I also understand and agree that no representative of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.

This waiver does not permit the release or use of disability-related or medical information in a manner prohibited by the Americans with Disabilities Act (ADA) and other relevant federal and state laws."

DATE _____ SIGNATURE _____

INTERVIEWED BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE

REMARKS

NEATNESS	CHARACTER
PERSONALITY	ABILITY

HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

APPROVED: 1. _____ EMPLOYMENT MANAGER 2. _____ DEPARTMENT HEAD 3. _____ GENERAL MANAGER

This application for employment is sold only for general use throughout the United States. Adams assumes no responsibility and hereby disclaims any liability for the inclusion in this form of any questions or requests for information upon which a violation of local, state, and/or federal law may be based. It is the user's responsibility to ensure that this form's use complies with applicable laws, which change from time to time.

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CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Pick Up & Run Auto Recovery, LLC

2. Address of Contractor: 15900 Grand River
Detroit, MI 48227

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ____ No ✓ Yes, on: 2012
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ___ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

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

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

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

James Richardson (Printed Name) Member (Title)

_____ (Signature) 12-18-13 (Date)

Subscribed and sworn to before me
this 18th day of December 2013

Lisa Sutton
Notary Public, Wayne County, Michigan
My Commission expires: 4/26/2020

LISA J. SUTTON
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires April 26, 2020
Acting in the County of Wayne

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: **Date Received:**

Date: December 19, 2013 **Department:** Municipal Parking Department **Division:** Parking Violation Bureau

Dept Head/Contact Person: JAMES H. CANTY, JR, MGR II/ L. HUNLEY, Principal GA Phone No.: (313) 221-2579

Description: CITYWIDE ABAN TOWING SERVICES Contract No.: 2869879 Contract Amendment No. 1
PO Type: Prof Svc - CPO Est. Value: **$66,650.00**

Contract Term (if applicable): DECEMBER 1, 2013 to NOVEMBER 30, 2014

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

Recommended Supplier: **PICKUP AND RUN AUTO RECOVERY, LLC**
15900 Grand River, Detroit, MI 48227
Phone (313) 779-0657 / Fax (313) 447-2524
Email: jay8616@hotmail.com
James Richardson, President

Required Date: **NOVEMBER 1, 2013 to OCTOBER 31, 2014**

1. Is the product or service ESSENTIAL to department operations? Yes
   If "Yes" please explain why: This contract shall allow for MPD authorized Booted vehicle to be towed to City of Detroit impound facility(s) for unpaid parking violations.

   Consequence of not buying: Reduced efficiency and lack of cost recovery for MPD authorized booted vehicles.

2. Was the product or service competitively bid? Yes.
   (Request copies of bid tabulation/evaluation score sheets as needed)
   If the answer to #2 is "NO" explain why there was no competition: N/A

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

4. Were savings achieved? Yes, based on competitive bids.
   Were additional savings requested? No. This is a contract renewal, which is based on competitive bids.

5. Does the supplier currently provide other goods and services to the City? Yes
   If yes please list: Provides towing services for the Police Department.

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6. Is the business being awarded a NEW CONTRACT No
   If #6 is a renewal provide justification for renewal: N/A
   If #6 is a increase/decrease does this represent: N/A
   ☐ Variance in unit price only (Current unit price $ Suggest Unit Price $)
   ☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this service used by other departments? Yes. Provides towing services for the Police Department.
   If "yes" can this req/par be combined other department requirements? No

8. Is this a service that can be performed by City employees? No.
   Is this a service that City employees can be trained to do? Yes.

NOTES:

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED:_____ DATE: _____
INFORMATION PROVIDED BY: _____
TITLE: _____
PHONE NO. _____

7.

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LaVerne Hunley - #2869879-Pickup and Run Auto Recovery LLC

From: Shekia Sewell
To: Hunley, LaVerne
Date: 1/13/2014 4:11 PM
Subject: #2869879-Pickup and Run Auto Recovery LLC
CC: Ericka Crawford

Ms. Hunley,

Please send a signed City Council Review Checklist and a copy of the Bid Tabulations/Evaluation Sheet to show that the above referenced contract was competitively bid as indicated on the City Council Review Checklist.

Thank you.

Shekia Sewell-Lovely, Purchasing Asst.
City of Detroit-Finance Dept. Purchasing Division
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
Office: 313-224-9235
Fax: 313-628-1160
Email: SewellS@detroitmi.gov

Mike Duggan, Mayor

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

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

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

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

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization Pick Up + Run Auto Recovery, LLC
(Type or Print Legibly)

Contractor Address Detroit (City), Michigan (State), 48 (Zip)

Contractor Phone/E-mail 313.779.0657 (Phone) / _____ (E-mail)

Printed Name & Title of Authorized Representative James Richardson, Member

Signature of Authorized Representative: [signature]

Date: 12/18/13

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

Signature of Notary: Lisa J Sutton

Printed Name of Seal of Notary: Lisa J Sutton

My Commission Expires: 4 / 26 / 2020

LISA J SUTTON
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires Apr 26, 2020
Acting in the County of Wayne

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2014

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

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

PRODUCER 313-402-5603 661-760-9202
D D I INSURANCE AGENCY LLC
20227 Mack

Grosse Pointe Woods, MI 48236

CONTACT NAME: D D I INSURANCE AGENCY LLC
PHONE (A/C, No, Ext): 313-402-5603 FAX (A/C, No): 661-760-9202
E-MAIL ADDRESS: AMYDDI@YAHOO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANGE INS CO OF MI	
INSURER B: LIBERTY MUTUAL INS	
INSURER C: UNITED SPECIALTY	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PICK UP AND RUN AUTO RECOVERY LLC
8616 EVERGREEN
DETROIT, MI 48228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓		13132593	11/11/2014	11/11/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	✓		XA 2067743	03/10/2014	03/10/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC534S544433-013	12/21/2013	12/21/2014	PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	ON HOOK	✓		XA 2067743	03/10/2014	03/10/2015	50,000 1,000 DED	
A	GARAGEKEEPERS	✓		XA 2067743	03/10/2014	03/10/2015	50,000 500 DED	

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Doherty

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CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

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

ADDRESS OF DEPARTMENT 1301 Third ST. DETROIT MI 48226

DATE SENT 1-13-2016 CONTACT PERSON IVA PATTERSON

PHONE NUMBER 224-1785 FAX NUMBER N/A EMAIL patterson@detroitmi.gov

CONTRACT AMOUNT $ Time Only

SECTION B: CORPORATION LICENSE TYPE

CORPORATION NAME

ADDRESS CITY/STATE/ZIP OWN LEASE

CITY PERSONAL PROPERTY NUMBER **FID / EIN NUMBER**

OTHER CITY-OWNED PROPERTY PARCELS

CONTACT PERSON PHONE NUMBER **EMAIL ADDRESS**

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 Pick up & Run Auto Recovery

BUSINESS ADDRESS 8616 Evergreen CITY/STATE/ZIP DETROIT, MI 48228 OWN X LEASE

CITY PERSONAL PROPERTY NUMBER 2869879 **FID / EIN NUMBER** 26-2206770

OWNER'S NAME James Richardson DRIVER'S LICENSE # R 263 367 676 PHONE NUMBER 313 779-0657

HOME ADDRESS 8616 Evergreen CITY/STATE/ZIP 263 367 676 339 DETROIT MI 48228 OWN LEASE

OTHER CITY-OWNED PROPERTY PARCELS NONE

EMAIL ADDRESS) A-18616@hotmail.com

SECTION E: PERSONAL SERVICES

NAME ADDDRESS OWN LEASE

CITY/STATE/ZIP

PHONE NUMBER DRIVER LICENSE #

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT

SOCIAL SECURITY NUMBER **EMAIL ADDRESS**

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS

Annette Smith MAR 15 2016 CLEARANCE VALID UNTIL AUG 31 2016

SIGNATURE DATE

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER # 2 | STANDARD PO NUMBER | CONTRACT PO NUMBER 2869879

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

TYPE OF CONTRACT: (Check One)
☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
X PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE: N-P White

DEPARTMENT: MUNICIPAL PARKING DEPARTMENT

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

DEPARTMENT CONTACT PERSON: JAMES H. CANTY, JR

PHONE NO. (313) 221-2583

REVISION | REVISION

CONTRACTOR'S NAME: **PICKUP & RUN AUTO RECOVERY LLC**

DATE PREPARED: DECEMBER 2, 2015

CONTRACTOR'S ADDRESS:
JAMES RICHARDSON
Business / Mailing & Correspondence
8616 Evergreen Rd / P.O. Box 19298
Detroit, MI 48228 / Detroit, MI 48219

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE X
TOTAL CONTRACT AMOUNT $116,650.00
TOTAL CPO AMOUNT $116,650.00
CHANGE AMOUNT $0 "TIME ONLY" CHANGE

PHONE NO. (313) 779-0657 / FAX NO. (313) 447-2524

X CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 26 - 2206770

MINORITY FIRM X YES ☐ NO

PURPOSE OF CONTRACT: **TOWING SERVICE, MPD SCOFFLAW "BOOTED" VEHICLES** _ $50 PER TOW, FOR AN CONTRACT AMENDMENT TERM STARTING DECEMBER 1, 2015 AND ENDING NOVEMBER 30, 2016, WITH AN ADDITIONAL ONE (1) YEAR OPTION_ TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $116,650.00. *"TIME ONLY EXTENSION"*

CHARGE ACCOUNT: 1000 - 340083 - 000144 - 617900 - 00102 - 000000 – A3570

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER		TIME & DATE IN
	REQUESTING DEPARTMENT Municipal Parking Department	N-P White AUTHORIZED DEPARTMENT REPRESENTATIVE	
	BUDGET ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	GRANT ACCOUNTANT	
	FINANCE DEPARTMENT ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	FINANCE DIRECTOR OR DEPUTY	
	LAW DEPARTMENT ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	CORPORATION COUNSEL	
	OFFICE OF CONTRACTING & PROCUREMENT DIVISION	OCP DIRECTOR	
	CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

Use Only One Set For Each Contract Package

COD-PO-15-0799

CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

PICKUP AND RUN AUTO RECOVERY, LLC

8616 EVERGREEN RD, DETROIT, MICHIGAN 48228
Mailing & Correspondence Address: P.O. 19298, Detroit, MI 48219
Email: Jay8616@hotmail.com
Phone: (313) 779-0657 / Fax: (313) 447-2524

Contract Period: December 1, 2015 to November 30, 2016

CONTRACT NO.

2869879

MOD #2 *("Time Only Extension")*

CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO CONTRACT NO. 2869879

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Municipal Parking Department ("City"), and **Pick Up and Run Auto Recovery, LLC** ("Contractor"), a Detroit. Michigan based authorized towing company, with its principal place of business located at 8616 Evergreen Road, Detroit, Michigan 48228. **Payment and Correspondence Address is: P.O. Box 19298, Detroit, MI 48219.** Phone: (313) 779-0657 / Fax: (313) 447-2524.

WITNESSETH:

WHEREAS, the City has engaged the Contractor to provide certain services ("Services") to the City; and

WHEREAS, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, the Contract permits the parties to amend the Contract by mutual agreement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

1. AMENDMENT TO COMPENSATION

1.01 Purchase Order # 2869879 Amendment No. 1, which now reads:

Purchase Order was created in accordance with period agreement and RFQ # 42375.
Furnish: Towing Service @ $50.00 per Tow
Amount Agreed: Not to Exceed $116,650.00
Original Total Contract Amount: $50,000.00
Total Amendment #1 CPO Amount: $116,650.00 ***(CCR: 5/13/2014; EM 5/22/2014)***
Change Amount: $66,650.00
Renewal Option: One Additional (1) year

Purchase Order # 2869879 Amendment No. 2, is amended to read:

Purchase Order was created in accordance with period agreement and RFQ # 42375.
Furnish: Towing Service @ $50.00 per Tow
Amount Agreed: Not to Exceed $116,650.00
Total Amendment #1 CPO Amount: $116,650.00 ***(CCR: 5/13/2014; EM 5/22/2014)***
Total Amendment #2 CPO Amount: $116,650.00
Change Amount: $0 ***"Time Only"***
Renewal Option: One Additional (1) year

2. AMENDMENT TO TIME

2.01 Purchase Order # 2869879 Amendment No. 1, which now reads:

Effective: From 01-Nov-13 To: 30-Nov-15 with an additional one (1) year option.

Is amended to read:

Effective: From 01-Dec-15 To: 30-Nov-16 with an additional one (1) year option.
"Time Only"

3. AMENDMENT TO F.O.B.

3.01 Purchase Order # 2869879 Amendment No. 1, which now reads:

F.O.B.: **City of Detroit Owned Lots**

1. **Caniff Storage Lot**
   6311 Caniff Street (aka 5997 Caniff St)
   Detroit, MI 48212

2. **Eastern Market Garage**
   2727 Riopelle Street
   Detroit, MI 48207

Is amended to read:

F.O.B.: **Any City-Owned Lots, designated by the City of Detroit Municipal Parking Department, which includes the following:**

1. **Vehicle Redemption & Payment Facility**
   5997 Caniff Street
   Detroit, MI 48212

2. **Eastern Market Garage**
   2727 Riopelle Street
   Detroit, MI 48207

4. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

4.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

5. AMENDMENT AUTHORIZATION

5.01 This Amendment to the Contract shall not become effective until:

(a) The Amendment has been approved by the required City departments;

(b) The Amendment has been authorized by resolution of the City Council; and

(c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

Signature Page(s)

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

1. _____
(signature)

TRINA BRADDNAX
(print name)

2. _____
(signature)

Daisha Walls
(print name)

CONTRACTOR:

BY: _____
(signature)

JAMES RICHARDSON
(print name)

ITS: owner
(title)

WITNESSES:

1 _____
(signature)

James Canty
(print name)

2. _____
(signature)

Carla L. Brown
(print name)

CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT:

BY: _____
(signature)

NORMAN L. WHITE
(print name)

ITS: DIRECTOR
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

_____

_____
Purchasing Director Date

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

_____
Corporation Counsel Date

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

STATE OF Michigan
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 4th day of DECEMBER, 2015, by James Richardson,
(name of person who signed the contract)

the Owner,
(title of person who signed the contract as it appears on the contract)

of Pick up & Run Auto Recover LLC,
(complete name of the limited liability company)

on behalf of the limited liability company.

Notary Public, County of OAKLAND

State of Michigan

My commission expires: 05/17/2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of Wayne

{G:\DOCS\CONTRACT\turnj\99\contract\JT2150.DOC}

LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY

I JAMES RICHARDSON, a Manager or Member of
(name of manager)
PICKUP AND RUN AUTO RECOVERY, L.L.C., a limited liability company *(the "Company")*, **DO**
(name of company)

HEREBY CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in Contract No. 2869879 between the City and the Company:

_____ _____

_____ _____

_____ _____

_____ _____

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

IN WITNESS THEREOF, I have set my hand this 4 day of DECEMBER, 2015.

COMPANY SEAL
(if any)

Signature of Manager or Member

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2015

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

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

PRODUCER 313-402-5603 661-760-9202
D D I INSURANCE AGENCY LLC
20227 Mack

Grosse Pointe Woods, MI 48236

CONTACT NAME: D D I INSURANCE AGENCY LLC
PHONE (A/C, No, Ext): 313-402-5603 FAX (A/C, No): 661-760-9202
E-MAIL ADDRESS: AMYDDI@YAHOO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANGE INS CO OF MI	
INSURER B: LIBERTY MUTUAL INS	
INSURER C: UNITED SPECIALTY	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PICK UP AND RUN AUTO RECOVERY LLC
8616 EVERGREEN
DETROIT, MI 48228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	✓		13132593	11/11/2015	11/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ✓ SCHEDULED AUTOS NON-OWNED AUTOS	✓		XA 2067743	03/10/2015	03/10/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC534S544433-013	12/21/2015	12/21/2016	PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	ON HOOK	✓		XA 2067743	03/10/2015	03/10/2016	50,000 1,000 DED	
A	GARAGEKEEPERS	✓		XA 2067743	03/10/2015	03/10/2016	50,000 500 DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF DETROIT IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
CERTIFICATE HOLDER
THE CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
1600 W LAFAYETTE
DETROIT, MI 48216

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Doherty

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Scope of Services

SECOND AMENDED EXHIBIT A
SCOPE OF SERVICES

I. **Notice to Proceed**

The term of this Contract shall begin on **December 1, 2015** and shall **terminate at 11:59 PM on November 30, 2016, unless extended by mutual agreement by an Amendment to the Contact for one additional one year term.**

II. **Services to be Performed**

(a) The purpose of this Contract is to include the Contractor in a non-exclusive pool of contractors eligible at the request of Municipal Parking Department ("MPD"), at MPD's complete and sole discretion, to tow scofflaw and/or boot eligible vehicles identified by MPD as owing six (6) or more unpaid parking tickets within the confines of the City of Detroit. The vehicles will be towed to City-owned lots. Notwithstanding anything in this Contract to the contrary, the City will determine allocation of tows as between eligible towers in any fashion the City deems appropriate in its sole and complete discretion. Contractor releases and waives any claim against the City, under any legal theory, arising from this Contract or otherwise, relating to the number or share of tows received by Contractor or any other entity, or the manner or process by which the City allocate4s tows as between eligible towers.

(b) To be included in the pool of eligible Contractors who may be authorized to tow scofflaw vehicles, Contractor shall have a minimum of **two (2)** trucks available for the performance of this Contract with the City of Detroit, including at least one 1 ½ Ton and one flatbed truck. The flatbed truck must be available for tows of one car or more than one car. Within 24 hours of approval of this Contract by the City, the Contractor shall provide the City's MPD with the vehicle numbers and descriptions of the two vehicles it has available to provide Services pursuant to this Contract. These vehicles must be available at all hours specified in this Contract throughout the term of the Contract. If Contractor replaces either of these vehicles with another vehicle during the term of the Contract, Contractor must, within 24 hours, notify MPD and provide MPD with the vehicle numbers and descriptions of the new vehicle(s), as well as an updated insurance policy including the new vehicle(s) with the insurance coverage required by this Contract. The Contractor shall also provide MPD with updated insurance policies, or commitments to insure from its insurer(s), pursuant to this Contract 30 days prior to the expiration of each type of coverage on each policy. If the Contractor provides only a commitment to insure to the City, the Contractor shall immediately provide MPD with a firm policy on or before the commencement date of the coverage in that policy.

Contractor understands and acknowledges that failure to have either of the two vehicles available at any time during the term of this Contract when called upon by the

City to perform a tow, or does not respond to the location of the scofflaw vehicle within 30 minutes time of accepting tow from dispatch, which is of the essence, shall result in the following changes to eligibility to receive requests for tows:

1. The first time the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for ten (10) calendar days thereafter.
2. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for thirty (30) calendar days thereafter.
3. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for sixty (60) calendar days thereafter.
4. The periods of ineligibility above shall apply separately for each year of the Contract. Ineligibility for periods of thirty (30) or sixty (60) days may occur because of any combination of the Contractor's non-availability and untimely arrival at the location of the scofflaw vehicle during each year of the Contract.

(c) After each of the above periods elapse (10, 30, or 60 calendar days), and the Contractor decides that it desires to continue to participate in the eligible pool of towers under this Contract, the Contractor must provide the City with evidence that it still has two (2) vehicles available pursuant to this Contract in order to again be eligible to be called for tows. Such evidence shall consist of a letter submitted by the Contractor to the MPD certifying that the Contractor has two (2) vehicles available meeting the requirements of this Exhibit A, identifying each vehicle by its vehicle number and providing a current certificate of insurance for each such vehicle.

(d) If, for any reason, the Contractor does not receive any requests for tows by the City pursuant to this Contract within any 10-day period, whether because of ineligibility or for any other reason, the Contractor may, at its sole discretion, terminate its participation in this Contract by providing the City with seven days advance written Notice to the City, without any costs, fees, expenses or damages accruing to either party because of such termination, notwithstanding any other provision of this Contract, with the exception that the Contractor's indemnity and insurance obligations under this Contract shall remain in effect to cover events that occurred up to the date of termination. If the Contractor terminates its participation in this Contract, it may again seek to be authorized by the MPD to tow

scofflaw vehicles in the City to City-owned lots, after the end of the current term of this Contract, including any extensions, when the City issues new contracts for this purpose.

(e) Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), less than 10,000 pounds gross vehicle weight for any vehicles that it is authorized to tow and does tow in accordance with this Contract. This rate shall be charged to and paid by the City pursuant to Exhibit B. This rate shall apply regardless of the time and the equipment used during such tows. If towing is authorized by the City, **towing services shall be conducted by the Contractor between the hours of 7:00 AM to 10:00 PM, seven days a week.** Contractor understands and agrees, and waives any federal, state or local rights or benefits to the contrary, that it provides the vehicles, equipment, management, labor, and other items it requires to perform this Contract at its own cost, expense, fee and risk and that this Contract does not provide it with any rights, benefits, damages or remedies other than to be paid for tows actually requested by the City and performed by the Contractor in accordance with this Contract.

(f) Contractor shall tow Scofflaw Vehicles to the following locations:

Vehicle Redemption & Payment Facility
5997 Caniff Street
Detroit, Michigan 48212
or
Eastern Market Garage
2727 Riopelle St
Detroit, MI 48207

and / or any City-owned lot, designated by the City of Detroit Municipal Parking Department.

(g) Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

(h) All the terms and conditions of this Contract are intended to be consistent with one another. However, in the event that there is any conflict or inconsistency between the terms and conditions in this Exhibit A, Scope of Services and the terms and conditions set forth from Article 1 up to and including Article 23 of this Contract, the terms and conditions in this Exhibit A, Scope of Services shall control.

SECOND AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), that it is authorized to tow and *does* tow in accordance with this Contract. This rate shall be charged to and paid by the City.

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER # 2 | STANDARD PO NUMBER | CONTRACT PO NUMBER 2869879

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

TYPE OF CONTRACT: (Check One)
☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
X PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE: N-P White

DEPARTMENT: MUNICIPAL PARKING DEPARTMENT

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

DEPARTMENT CONTACT PERSON: JAMES H. CANTY, JR

PHONE NO. (313) 221-2583

REVISION | REVISION

CONTRACTOR'S NAME: **PICKUP & RUN AUTO RECOVERY LLC**

DATE PREPARED: DECEMBER 2, 2015

CONTRACTOR'S ADDRESS:
JAMES RICHARDSON
Business / Mailing & Correspondence
8616 Evergreen Rd / P.O. Box 19298
Detroit, MI 48228 / Detroit, MI 48219

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE X
TOTAL CONTRACT AMOUNT $116,650.00
TOTAL CPO AMOUNT $116,650.00
CHANGE AMOUNT $0 "TIME ONLY" CHANGE

PHONE NO. (313) 779-0657 / FAX NO. (313) 447-2524

X CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 26 - 2206770

MINORITY FIRM X YES ☐ NO

PURPOSE OF CONTRACT: **TOWING SERVICE, MPD SCOFFLAW "BOOTED" VEHICLES** _ $50 PER TOW, FOR AN CONTRACT AMENDMENT TERM STARTING DECEMBER 1, 2015 AND ENDING NOVEMBER 30, 2016, WITH AN ADDITIONAL ONE (1) YEAR OPTION_ TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $116,650.00. *"TIME ONLY EXTENSION"*

CHARGE ACCOUNT: 1000 - 340083 - 000144 - 617900 - 00102 - 000000 – A3570

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER		TIME & DATE IN
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	BUDGET ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	GRANT ACCOUNTANT	
	FINANCE DEPARTMENT ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	FINANCE DIRECTOR OR DEPUTY	
	LAW DEPARTMENT ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL	CORPORATION COUNSEL	
	OFFICE OF CONTRACTING & PROCUREMENT DIVISION	OCP DIRECTOR	
	CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

Use Only One Set For Each Contract Package

COD-PO-15-0799

CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

PICKUP AND RUN AUTO RECOVERY, LLC

8616 EVERGREEN RD, DETROIT, MICHIGAN 48228
Mailing & Correspondence Address: P.O. 19298, Detroit, MI 48219
Email: Jay8616@hotmail.com
Phone: (313) 779-0657 / Fax: (313) 447-2524

Contract Period: December 1, 2015 to November 30, 2016

CONTRACT NO.

2869879

MOD #2 *("Time Only Extension")*

CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO CONTRACT NO. 2869879

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WHEREAS, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

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WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections;

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Change Amount: $66,650.00
Renewal Option: One Additional (1) year

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Total Amendment #2 CPO Amount: $116,650.00
Change Amount: $0 ***"Time Only"***
Renewal Option: One Additional (1) year

2. AMENDMENT TO TIME

2.01 Purchase Order # 2869879 Amendment No. 1, which now reads:

Effective: From 01-Nov-13 To: 30-Nov-15 with an additional one (1) year option.

Is amended to read:

Effective: From 01-Dec-15 To: 30-Nov-16 with an additional one (1) year option.
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F.O.B.: **City of Detroit Owned Lots**

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4. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

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5.01 This Amendment to the Contract shall not become effective until:

(a) The Amendment has been approved by the required City departments;

(b) The Amendment has been authorized by resolution of the City Council; and

(c) The Amendment has been signed by the City's Purchasing Director.

Prior to the approvals set forth in this Section, the Finance Director shall not authorize any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditure authorized by this Amendment.

Signature Page(s)

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

1. _____
(signature)

TRINA BRADDNAX
(print name)

2. _____
(signature)

Daisha Walls
(print name)

CONTRACTOR:

BY: _____
(signature)

JAMES RICHARDSON
(print name)

ITS: owner
(title)

WITNESSES:

1 _____
(signature)

James Canty
(print name)

2. _____
(signature)

Carla L. Brown
(print name)

CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT:

BY: _____
(signature)

NORMAN L. WHITE
(print name)

ITS: DIRECTOR
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

_____

_____
Purchasing Director Date

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

_____
Corporation Counsel Date

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

STATE OF Michigan
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 4th day of DECEMBER, 2015, by James Richardson,
(name of person who signed the contract)

the Owner,
(title of person who signed the contract as it appears on the contract)

of Pick up & Run Auto Recover LLC,
(complete name of the limited liability company)

on behalf of the limited liability company.

Notary Public, County of OAKLAND

State of Michigan

My commission expires: 05/17/2017

TRINA BROADNAX
Notary Public - Michigan
Oakland County
My Commission Expires May 17, 2017
Acting in the County of Wayne

{G:\DOCS\CONTRACT\turnj\99\contract\JT2150.DOC}

LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY

I JAMES RICHARDSON, a Manager or Member of
(name of manager)
PICKUP AND RUN AUTO RECOVERY, L.L.C., a limited liability company *(the "Company")*, **DO**
(name of company)

HEREBY CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in Contract No. 2869879 between the City and the Company:

_____ _____

_____ _____

_____ _____

_____ _____

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

IN WITNESS THEREOF, I have set my hand this 4 day of DECEMBER, 2015.

COMPANY SEAL
(if any)

Signature of Manager or Member

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2015

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

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

PRODUCER 313-402-5603 661-760-9202
D D I INSURANCE AGENCY LLC
20227 Mack

Grosse Pointe Woods, MI 48236

CONTACT NAME: D D I INSURANCE AGENCY LLC
PHONE (A/C, No, Ext): 313-402-5603 FAX (A/C, No): 661-760-9202
E-MAIL ADDRESS: AMYDDI@YAHOO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANGE INS CO OF MI	
INSURER B: LIBERTY MUTUAL INS	
INSURER C: UNITED SPECIALTY	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PICK UP AND RUN AUTO RECOVERY LLC
8616 EVERGREEN
DETROIT, MI 48228

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	✓		13132593	11/11/2015	11/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ✓ SCHEDULED AUTOS NON-OWNED AUTOS	✓		XA 2067743	03/10/2015	03/10/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC534S544433-013	12/21/2015	12/21/2016	PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	ON HOOK	✓		XA 2067743	03/10/2015	03/10/2016	50,000 1,000 DED	
A	GARAGEKEEPERS	✓		XA 2067743	03/10/2015	03/10/2016	50,000 500 DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF DETROIT IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
CERTIFICATE HOLDER
THE CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
1600 W LAFAYETTE
DETROIT, MI 48216

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amy Doherty

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Scope of Services

SECOND AMENDED EXHIBIT A
SCOPE OF SERVICES

I. **Notice to Proceed**

The term of this Contract shall begin on **December 1, 2015** and shall **terminate at 11:59 PM on November 30, 2016, unless extended by mutual agreement by an Amendment to the Contact for one additional one year term.**

II. **Services to be Performed**

(a) The purpose of this Contract is to include the Contractor in a non-exclusive pool of contractors eligible at the request of Municipal Parking Department ("MPD"), at MPD's complete and sole discretion, to tow scofflaw and/or boot eligible vehicles identified by MPD as owing six (6) or more unpaid parking tickets within the confines of the City of Detroit. The vehicles will be towed to City-owned lots. Notwithstanding anything in this Contract to the contrary, the City will determine allocation of tows as between eligible towers in any fashion the City deems appropriate in its sole and complete discretion. Contractor releases and waives any claim against the City, under any legal theory, arising from this Contract or otherwise, relating to the number or share of tows received by Contractor or any other entity, or the manner or process by which the City allocate4s tows as between eligible towers.

(b) To be included in the pool of eligible Contractors who may be authorized to tow scofflaw vehicles, Contractor shall have a minimum of **two (2)** trucks available for the performance of this Contract with the City of Detroit, including at least one 1 ½ Ton and one flatbed truck. The flatbed truck must be available for tows of one car or more than one car. Within 24 hours of approval of this Contract by the City, the Contractor shall provide the City's MPD with the vehicle numbers and descriptions of the two vehicles it has available to provide Services pursuant to this Contract. These vehicles must be available at all hours specified in this Contract throughout the term of the Contract. If Contractor replaces either of these vehicles with another vehicle during the term of the Contract, Contractor must, within 24 hours, notify MPD and provide MPD with the vehicle numbers and descriptions of the new vehicle(s), as well as an updated insurance policy including the new vehicle(s) with the insurance coverage required by this Contract. The Contractor shall also provide MPD with updated insurance policies, or commitments to insure from its insurer(s), pursuant to this Contract 30 days prior to the expiration of each type of coverage on each policy. If the Contractor provides only a commitment to insure to the City, the Contractor shall immediately provide MPD with a firm policy on or before the commencement date of the coverage in that policy.

Contractor understands and acknowledges that failure to have either of the two vehicles available at any time during the term of this Contract when called upon by the

City to perform a tow, or does not respond to the location of the scofflaw vehicle within 30 minutes time of accepting tow from dispatch, which is of the essence, shall result in the following changes to eligibility to receive requests for tows:

1. The first time the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for ten (10) calendar days thereafter.
2. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for thirty (30) calendar days thereafter.
3. The second time that the Contractor does not have a towing vehicle available when the towing of a scofflaw vehicle is requested by the City, or the towing vehicle does not arrive at the location of the scofflaw vehicle within 30 minutes after the City has made the request for a tow, the Contractor shall not be eligible to receive another request for a tow for sixty (60) calendar days thereafter.
4. The periods of ineligibility above shall apply separately for each year of the Contract. Ineligibility for periods of thirty (30) or sixty (60) days may occur because of any combination of the Contractor's non-availability and untimely arrival at the location of the scofflaw vehicle during each year of the Contract.

(c) After each of the above periods elapse (10, 30, or 60 calendar days), and the Contractor decides that it desires to continue to participate in the eligible pool of towers under this Contract, the Contractor must provide the City with evidence that it still has two (2) vehicles available pursuant to this Contract in order to again be eligible to be called for tows. Such evidence shall consist of a letter submitted by the Contractor to the MPD certifying that the Contractor has two (2) vehicles available meeting the requirements of this Exhibit A, identifying each vehicle by its vehicle number and providing a current certificate of insurance for each such vehicle.

(d) If, for any reason, the Contractor does not receive any requests for tows by the City pursuant to this Contract within any 10-day period, whether because of ineligibility or for any other reason, the Contractor may, at its sole discretion, terminate its participation in this Contract by providing the City with seven days advance written Notice to the City, without any costs, fees, expenses or damages accruing to either party because of such termination, notwithstanding any other provision of this Contract, with the exception that the Contractor's indemnity and insurance obligations under this Contract shall remain in effect to cover events that occurred up to the date of termination. If the Contractor terminates its participation in this Contract, it may again seek to be authorized by the MPD to tow

scofflaw vehicles in the City to City-owned lots, after the end of the current term of this Contract, including any extensions, when the City issues new contracts for this purpose.

(e) Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), less than 10,000 pounds gross vehicle weight for any vehicles that it is authorized to tow and does tow in accordance with this Contract. This rate shall be charged to and paid by the City pursuant to Exhibit B. This rate shall apply regardless of the time and the equipment used during such tows. If towing is authorized by the City, **towing services shall be conducted by the Contractor between the hours of 7:00 AM to 10:00 PM, seven days a week.** Contractor understands and agrees, and waives any federal, state or local rights or benefits to the contrary, that it provides the vehicles, equipment, management, labor, and other items it requires to perform this Contract at its own cost, expense, fee and risk and that this Contract does not provide it with any rights, benefits, damages or remedies other than to be paid for tows actually requested by the City and performed by the Contractor in accordance with this Contract.

(f) Contractor shall tow Scofflaw Vehicles to the following locations:

Vehicle Redemption & Payment Facility
5997 Caniff Street
Detroit, Michigan 48212
or
Eastern Market Garage
2727 Riopelle St
Detroit, MI 48207

and / or any City-owned lot, designated by the City of Detroit Municipal Parking Department.

(g) Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

(h) All the terms and conditions of this Contract are intended to be consistent with one another. However, in the event that there is any conflict or inconsistency between the terms and conditions in this Exhibit A, Scope of Services and the terms and conditions set forth from Article 1 up to and including Article 23 of this Contract, the terms and conditions in this Exhibit A, Scope of Services shall control.

SECOND AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

Contractor shall be paid a flat rate of **$50.00 for the towing of any vehicle,** classified as a scofflaw vehicle (referred to herein as "Scofflaw vehicles"), that it is authorized to tow and *does* tow in accordance with this Contract. This rate shall be charged to and paid by the City.

CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT
PARKING VIOLATIONS BUREAU

1001 TENTH STREET
DETROIT, MICHIGAN 48216
PHONE: 313-221-257
FAX: 313-221-2554
WWW.DETROITMI.GOV

January 14, 2016

Mr. Boysie Jackson
Chief Procurement Officer
City of Detroit
1018 CAYMC
Detroit, MI 48226

RE: Rationale for Contract Extension

Boysie Jackson:

Municipal Parking Department is requesting the authorization for contract extensions for its "Boot and Tow" towing vendors for "Time Only." MPD is requesting additional time and no additional funding is required. These vendors are necessary to continue the operation by towing vehicles whose owners owe six (6) or more unpaid parking tickets as prescribed by the parking "Scofflaw" ordinance.

Thank you in advance for your attention to this matter.

Sincerely,

James H. Canty, Jr.
Department Manager II
Operations
Municipal Parking Department

Copy: L. Hunley
File