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PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER # 2 | STANDARD PO NUMBER | CONTRACT PO NUMBER 2869860

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

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: **BREAKTHROUGH TOWING LLC**

DATE PREPARED
DECEMBER 4, 2015

CONTRACTOR'S ADDRESS:
MICHAEL J. DICKERSON AND/OR CHRISTINA DICKERSON
Business / Mailing & Correspondence
1502 Fort St / P.O. Box 430062
Detroit, MI. 48201 / Pontiac, MI 48343

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE X
TOTAL CONTRACT AMOUNT $116,500.00
TOTAL CPO AMOUNT $116,500.00
CHANGE AMOUNT $0 " TIME ONLY" CHANGE

PHONE NO. (313) 228-8528 / FAX NO. (313) 228-8532

X CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 20 - 5649522

MINORITY FIRM X YES ☐ NO

PURPOSE OF CONTRACT: **TOWING SERVICE, MPD SCOFFLAW "BOOTED" VEHICLES** _ $45 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 $116,500.00. *"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 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

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CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

BREAKTHROUGH TOWING

1502 FORT ST
DETROIT, MICHIGAN 48201
Mailing Address: P.O. 430062, Pontiac, MI 48343
Phone: (313) 228-8528 or (313) 610-8866 / Fax: (313) 228-8532

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

CONTRACT NO.

2869860

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

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CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO
BLANKET PURCHASE CONTRACT NO. 2869860

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 **BreakThrough Towing LLC** ("Contractor"), a Detroit, Michigan based authorized booted vehicle towing company, with its principal place of business located at **1502 Fort Street, Detroit, Michigan 48201. Payment and Correspondence Address is: P.O. Box 430062, Pontiac, MI 48343.** Phone: (313) 228-8528 or (313) 610-8866/ Fax: (313) 228-8532.

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 # 2869860 Amendment No. 1, which now reads:

> **Purchase Order was created in accordance with period agreement and RFQ # 42375.**
> **Furnish: Towing Service @ $45.00 per Tow**
> **Amount Agreed: Not to Exceed $116,500.00**
> **Original Agreement CPO Amount: $50,000.00**
> **Total Amendment #1 CPO Amount: $116,500.00**
> **CPO Amount: $116,500.00**
> **Change Amount: $66,500**
> **Renewal Option: One Additional (1) year**

Purchase Order # 2869860 Amendment No. 2, is amended to read:

> **Purchase Order was created in accordance with period agreement and RFQ # 42375.**
> **Furnish: Towing Service @ $45.00 per Tow**
> **Amount Agreed: Not to Exceed $116,500.00**
> **Original Agreement CPO Amount: $50,000.00**
> **Total Amendment #1 CPO Amount: $116,500.00 (CCR: 2/11/2014; EM: 2/20/2014)**
> **Total Amendment #2 CPO Amount: $116,500.00**
> **CPO Amount: $116,500.00**
> **Change Amount: $0 *"Time Only"***
> **Renewal Option: One Additional (1) year**

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2. AMENDMENT TO TIME

2.01 Purchase Order # 2869860 Amendment No. 3, which now reads:

Effective: From 01-Oct-12 To: 30-Nov-15 with an additional one (1) year renewal option.

Is amended to read:

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

3. AMENDMENT TO F.O.B.

3.01 Purchase Order # 2869860 Amendment No. 1, which now reads:

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

1. **Hastings Storage Lot**
   6501 Hastings Street
   Detroit, MI 48211

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

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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.

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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. Kelia Cammon
(Signature)

Kelia Cammon
(Print Name)

2. Kimberly Riley
(Signature)

Kimberly Riley
(Print Name)

CONTRACTOR: BreakThrough Towing LLC

BY: _____
(signature)

Authorizing Name: Michael J. Dickerson
Address: 1502 Fort St / P.O. Box 430062
City & State: Detroit, MI 48201 / Pontiac, MI 48343
Telephone: (313) 228- 8528 / Fax: (313) 228-8532
Federal Identification Number: 20-5649522

WITNESSES:

1. James Canty
(Signature)

James Canty
(Print Name)

2. Carla L. Brown
(Signature)

Carla L. Brown
(Print Name)

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

1/19/2016

DocuSigned by:
Boysie Jackson 1/21/2016
E7BD9F26E53A4D0...
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 1/20/2016
23C12D9E4C0A41D...
Corporation Counsel Date

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

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the _____ day of DECEMBER, 2015, by MICHAEL J. DICKERSON,
(name of person who signed the contract)

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

of BREAKTHROUGH TOWING INC.,
(complete name of the limited liability company)

on behalf of the limited liability company.

Guadalupe Martinez

Notary Public, County of Wayne.

State of Michigan

My commission expires: 12/06/2020.

GUADALUPE MARTINEZ
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Dec. 6, 2020
Acting in the County of Wayne

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LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY

I, **MICHAEL DICKERSON**, a Manager or Member of
(name of manager)
BREAKTHROUGH TOWING , 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. 2869860 between the City and the Company:

Breakthrough Towing LLC
1502 W. Fort Street
Detroit MI 48216

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 ___ day of December , 2015.

COMPANY SEAL
(if any)

12/3/15
Manager or Member
Michael T Dickerson

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.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2015

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 : TRAVELERS	
INSURER C : SCOTTSDALE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BREAKTHROUGH TOWING LLC
1504 W FORT ST
DETROIT, MI

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:	✔		CPS2258523	07/09/2015	07/09/2016	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 2135349	10/28/2015	10/28/2016	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		437-400-2A	12/04/2014	12/04/2015	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 2135349	10/28/2015	10/28/2016	50,000 DED 1,000	

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

2015 FORD 1FDUF5GT2FEB64581
2012 INTERNATIONAL 3HAJTSKMXCL673291
2015 RAM 3C6RR7LT3FG652179
2016 INTERNATIONAL 1HTMMMMM7GH192140

The City of Detroit is Additionally Insured

CERTIFICATE HOLDER

City of Detroit
Municipal Parking Division
1600 W Lafayette Street
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

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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

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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 **$45.00 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 Street
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 **$45.00 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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NOV 1 3 2015

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

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) 224-1741 or 224-4588

For:
Individual _____
and/or
Company Name Breakthrough Towing LLC
Address PO Box 430062
City Pontiac
State MI **Zip Code** 48343
Telephone 313-228-8528 **Fax #** 313-228-8532
E-mail Address mjdtowing@yahoo.com

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

Telephone # _____

Fax # _____

Employer Identification or Social Security Number
20-5649522

Spouse Social Security Number

Nature of Contract _____

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

Contract # (if known) _____

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

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

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, incude 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 in the City of Detroit 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 NOV 1 3 2015 Expires NOV 1 3 2016

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

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

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

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DETROIT CITY TREASURY
SEP 25 2015
SDP
RECEIVED

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

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

ADDRESS OF DEPARTMENT 1600 W. Lafayette St

DATE SENT September 24, 2015 CONTACT PERSON L. HUNLEY PHONE NUMBER (313) 221-2569
FAX NUMBER (313) 221-2544 EMAIL hunleyl@detroitmi.gov **CONTRACT AMOUNT** $12,500.00

SECTION B: CORPORATION LICENSE
TYPE
CORPORATION NAME BreakThrough Towing LLC
ADDRESS 1502 Fort St CITY/STATE/ZIP Detroit, MI 48201 ☐ OWN ■ LEASE
CITY PERSONAL PROPERTY NUMBER 08990008.20 **FID / EIN / SSN NUMBER** 20-5649522
OTHER CITY-OWNED PROPERTY PARCELS 1574 Lyman Place, Detroit, MI 48211
CONTACT PERSON Mr. Michael Dickerson PHONE NUMBER (313) 228-8528 **EMAIL ADDRESS** midtowing@yahoo.com

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

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

SECTION E: PERSONAL SERVICES

NAME ADDDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #:
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT
SOCIAL SECURITY NUMBER **EMAIL ADDRESS**

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
Annette Smith NOV 03 2015 CLEARANCE VA JAN 15 2016
SIGNATURE DATE

DocuSign Envelope ID: B8855AC1-28CB-4DA5-B708-689212589BEB

CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: BREAKTHROUGH TOWING LLC

2. Address of Contractor: 1502 W. Fort Street
Detroit MI 48216

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

4. Prior Affidavit submission? ____ No ✓ Yes, on: October 2014
(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. X Contractor was established in 2006 (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.

Michael Dickerson (Printed Name) MEMBER (Title)

(Signature) 10/13/15 (Date)

Subscribed and sworn to before me
this 13th day of October, 2015

F. Hillie
Notary Public, Wayne County, Michigan
My Commission expires: July 27, 2019

F. HILLIE
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 27, 2019
Acting in the County of Oakland

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

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

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

RFQ / PO No.: (if applicable) 2869860

Duration of Covenant OCTOBER 2015 to OCTOBER 2016

Printed Name of Contractor/Organization BREAKTHROUGH TOWING LLC
(Type or Print Legibly)

Contractor Address Detroit (City), MI (State), 48216 (Zip)

Contractor Phone/E-mail 313-228-8528 (Phone) / mytowing@yahoo.com (E-mail)

Printed Name & Title of Authorized Representative MICHAEL DICKERSON

Signature of Authorized Representative: [signature]

Date: 10/13/15

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

Signature of Notary: [signature]

Printed Name of Seal of Notary: F. Hillie

My Commission Expires: 07 / 27 / 2019

F. HILLIE
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 27, 2019
Acting in the County of Oakland

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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Hiring Policy Compliance Affidavit

I, Michael Dickerson being duly sworn, state that I am the MEMBER

_____ of Breakthrough Towing 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: 10/13/15

STATE OF Michigan)
) SS
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 13th day of October 2015, by Michael J. Dickerson.

F. HILLIE
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 27, 2019
Acting in the County of Oakland

Notary Public, County of Wayne

State of Michigan

My commission expires: July 27, 2019

DocuSign Envelope ID: B8855AC1-28CB-4DA5-B708-689212589BEB

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.	SECONDARY PHONE NO.		REFERRED BY	

Employment Desired

POSITION	DATE YOU CAN START	SALARY DESIRED

ARE YOU EMPLOYED NOW? ☐ YES ☐ NO | IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? ☐ YES ☐ NO | ARE YOU LEGALLY AUTHORIZED TO WORK IN THE U.S.? ☐ YES ☐ NO

EVER APPLIED TO THIS COMPANY BEFORE? ☐ YES ☐ NO | WHERE | WHEN

EVER WORKED FOR THIS COMPANY BEFORE? ☐ YES ☐ NO | WHERE | WHEN

REASON FOR LEAVING

NAME OF LAST SUPERVISOR AT THIS COMPANY

HOW DID YOU FIND OUT ABOUT THIS POSITION? ☐ EMPLOYMENT AGENCY ☐ NEWSPAPER ADVERTISING ☐ FRIEND ☐ ONLINE AD ☐ OTHER ____ ☐ STATE EMPLOYMENT OFFICE ☐ COLLEGE PLACEMENT SERVICE ☐ WALK IN ☐ WEBSITE ____

LAST NAME

FIRST

MIDDLE INITIAL

Education History

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

General Information

SUBJECT OF SPECIAL STUDY/RESEARCH WORK

SPECIAL TRAINING, CERTIFICATIONS, LICENSES

SPECIAL SKILLS, FOREIGN LANGUAGES, ETC.

Military Service Record

HAVE YOU EVER SERVED IN THE U.S. ARMED FORCES? ☐ YES ☐ NO | BRANCH OF SERVICE

DISCHARGE DATE | RANK

A-9288 / T-3288
11/2009

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Former Employers *(LIST BELOW LAST THREE EMPLOYERS, STARTING WITH MOST RECENT)*

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
WEEKLY STARTING SALARY $	WEEKLY FINAL SALARY $	MAY WE CONTACT YOUR SUPERVISOR? ☐ YES ☐ NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

NAME OF PREVIOUS EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
WEEKLY STARTING SALARY $	WEEKLY FINAL SALARY $	MAY WE CONTACT YOUR SUPERVISOR? ☐ YES ☐ NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

NAME OF PREVIOUS EMPLOYER			
ADDRESS	CITY	STATE	ZIP
STARTING DATE	LEAVING DATE	JOB TITLE	
WEEKLY STARTING SALARY $	WEEKLY FINAL SALARY $	MAY WE CONTACT YOUR SUPERVISOR? ☐ YES ☐ NO	
NAME OF SUPERVISOR	TITLE	PHONE	
DESCRIPTION OF WORK			
REASON FOR LEAVING			

References *(LIST PROFESSIONAL REFERENCES WHOM WE MAY CONTACT)*

NAME	ADDRESS	BUSINESS	PHONE

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Do Not Write On This Page - For Interviewer's Use Only

INTERVIEWED BY	DATE
REMARKS	
NEATNESS	CHARACTER
PERSONALITY	ABILITY

INTERVIEWED BY	DATE
REMARKS	
NEATNESS	CHARACTER
PERSONALITY	ABILITY

INTERVIEWED BY	DATE
REMARKS	
NEATNESS	CHARACTER
PERSONALITY	ABILITY

HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

APPROVED 1: EMPLOYMENT MANAGER.	DATE
APPROVED 2: DEPARTMENT MANAGER:	DATE
APPROVED 3: GENERAL MANAGER:	DATE

Interviewer: The additional information that may be necessary to complete an applicant's record can be obtained after hiring, during a POST HIRING INTERVIEW. Adams item #9287 and Tops item #3287 Employee's Record File contains a section for this purpose, while also serving as a means for up-to-date recording of employment status changes and for holding all employment forms.

This application for employment is sold only for general use throughout the United States. TOPS 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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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	NA	NA	NA	NA

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(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: _____

Print name: Michael Dickerson

Sworn and subscribed to before me
on October 13, 20 15 [by Michael Dickerson, the
Member of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____
Print: F. Hillie
Notary Public, Wayne County, Michigan,
Acting in Oakland County
My Commission Expires: July 27, 2019

F. HILLIE
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jul. 27, 2019
Acting in the County of Oakland

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SAM Search Results
List of records matching your search for :

Search Term : BREAKTHROUGH* TOWING*
Record Status: Active

No Search Results

DocuSign Envelope ID: B8855AC1-28CB-4DA5-B708-689212589BEB

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2015

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 : TRAVELERS	
INSURER C : SCOTTSDALE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BREAKTHROUGH TOWING LLC
1504 W FORT ST
DETROIT, MI

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:	✓		90042119	07/09/2015	07/09/2016	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 2135349	10/28/2014	10/28/2015	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? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		437-400-2A	12/04/2014	12/04/2015	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 2135349	10/28/2014	10/28/2015	50,000 DED 1,000	

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

CERTIFICATE HOLDER

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

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City Council Contract Agenda Items Review Checklist

Reviewer: Iva Patterson / Zenola Holland **Date Received: 10 / 26 /2015**

Date: 10/26/2015 Department **MPD** Division: Executive Admin

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

Description: Provide Towing Service, MPD "Scofflaw Boot & Tow" vehicles --- $50.00 per Tow, for an one (1) year Contract "TIME ONLY" Amendment ~~starting December 1, 2015 and ending November 30, 2016 with an additional one (1) year renewal option.~~ 12-1-2015 until June 30, 2016.

brief explanation of function or need of the goods/services

Contract No.: **2869882** MOD #3 PO Type: **ProfSC** Est. Value: $**146,800**

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: **Bobby's Towing Inc, 10807 Lyndon St, Detroit, MI 48238**
Ph #(313) 933-9305 / Fax # (313) 933-9263
Email: bobbystowing@yahoo.com / denisebhardison@yahoo.com
Robert Hardison, Chairperson / Denise Boyce-Hardison

Required Date: December 1, 2015

1. The business being awarded is ~~Renewal~~ Extension for TIME ONLY 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 NO, Suppliers were selected by the Police Department
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.~~ Professional Service Contract

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
   ☐ 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: _____ DATE: 10-26-2015
(MPD)

INFORMATION PROVIDED BY: Linda Harris

TITLE: MPD Dept Manager I

PHONE NO.: (313) 221-2526

City of Detroit
Municipal Parking Department
Parking Violations Bureau

1001 Tenth Street
Detroit, Michigan 48216
Phone: 313-221-2579
Fax: 313-221-2544
www.detroitmi.gov

September 30, 2015

Mr. Boysie Jackson
Chief Procurement Officer
Office of Contracting and Procurement
2 Woodward Avenue, Suite #1008
Detroit, MI 48226

Dear Boysie Jackson:

Municipal Parking (MPD) is requesting a "Time Only" extension of its contracts for its current three (3) Boot & Tow _ Towing Services Contractors.

The proposed additional extension of time is for the following (MPD) Contractors:

Contractor	**NEW Proposed Ending Date**
Bobby's Towing P.O. **#2869882** MOD #2 $146,800 Contract Amount Current Expiration: 11/30/2015	June 30, 2016
BreakThrough Towing LLC P.O. **#2869860** MOD #2 $116,500 Contract Amount Current Expiration: 11/30/2015	June 30, 2016
Pickup & Run Auto Recovery LLC P.O. **#2869879** MOD #2 $116,650 Contract Amount Current Expiration: 11/30/2015	June 30, 2016

Thank you in advance for your attention to this matter.

Sincerely,

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

pc: Iva Patterson, OCP, Buyer
Linda Harris, MPD, Manager I

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

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313-224-4600
FAX 313-224-4374

IF THIS PURCHASE ORDER DOES NOT AGREE WITH THE BID YOU SUBMITTED, PLEASE CONTACT THE PURCHASING DIVISION.

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
2869860	7	1

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.

SHIP TO
1600 W Lafayette
Detroit,MI 48216
United States

BILL TO
Coleman A Young Municipal Ce
2 Woodward Avenue
Ste 642
Detroit,MI 48226
United States

SUPPLIER

BREAKTHROUGH TOWING COMPANY
1574 LYMAN PLACE
DETROIT, MI 48211

SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
1110026	20-SEP-12 W Hansbrough	20-JAN-16 I Patterson
PAYMENT TERMS: Net 30	SHIP VIA: Unspecified	F.O.B.: Delivered
FREIGHT TERMS: Your Delivery	REQUESTOR/DELIVER TO	CONFIRM TO / TELEPHONE: M DICKERSON (313) 228-8528

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	THIS PURCHASE ORDER WAS CREATED IN ACCORDANCE WITH PERIOD AGREEMENT AND RFQ #42375						
	CC APPROVAL TIME ONLY: 1/19/2016 CC RENEWAL DATE : 2/11/2014, 10/28/2014 ER RENEWAL DATE : 2/20/2014						
	CCR: FEBRUARY 5, 2013						
	FURNISH : TOWING SERVICE						
	RENEWAL OPTION OPTION REMAINING : NONE						
	TERMINATION OF CONTRACT:						
	THE CITY RESERVES THE ABSOLUTE RIGHT TO TERMINATE THIS CONTRACT IN WHOLE OR IN PART, FOR THE CONVENIENCE OF THE CITY OF DETROIT AT ITS SOLE DISCRETION ON THIRTY (30) DAYS WRITTEN NOTICE TO THE VENDOR.						
	SHIPMENT:						
	IT IS UNDERSTOOD THAT THESE SUPPLIES WILL BE REQUIRED IN VARIOUS SHIPMENTS FROM TIME TO TIME. SHIPMENTS WILL BE MADE WITHIN TWO (2) DAYS FROM EACH NOTICE TO SHIP.						
	INVOICING:						
	ALL INVOICES SUBMITTED AGAINST THE CONTRACT MUST INCLUDE PART OR ITEM NUMBER(S) AND PART OR ITEM DESCRIPTION, LIST PRICE, AND APPLICABLE DISCOUNT.						

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION •THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE• NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT• ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION •WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT • CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE • PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION • THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

Total Continued

PURCHASING DIRECTOR'S SIGNATURE
NOT VALID WITHOUT AUTHORIZED SIGNATURE

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313-224-4600
FAX 313-224-4374

IF THIS PURCHASE ORDER DOES NOT AGREE WITH THE BID YOU SUBMITTED, PLEASE CONTACT THE PURCHASING DIVISION.

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
2869860	7	2

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.

SHIP TO
1600 W Lafayette
Detroit,MI 48216
United States

BILL TO
Coleman A Young Municipal Ce
2 Woodward Avenue
Ste 642
Detroit,MI 48226
United States

SUPPLIER

BREAKTHROUGH TOWING COMPANY
1574 LYMAN PLACE
DETROIT, MI 48211

SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
1110026	20-SEP-12 W Hansbrough	20-JAN-16 I Patterson
PAYMENT TERMS: Net 30	SHIP VIA: Unspecified	F.O.B.: Delivered
FREIGHT TERMS: Your Delivery	REQUESTOR/DELIVER TO	CONFIRM TO / TELEPHONE: M DICKERSON (313) 228-8528

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	ITEMS NOT PROPERLY INVOICED WILL NOT BE PAID. IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE DELIVERY OF INVOICE(S) TO THE PROPER CITY DEPARTMENT/DIVISION/PERSONNEL. INVOICES MUST MEET THE FOLLOWING CONDITIONS FOR PAYMENT: A) PRICE ON INVOICE MUST CORRESPOND TO THE PRICING LISTED ON PURCHASE ORDER AND/OR CONTRACT. B) CONTRACTOR MUST SUBMIT PRICE LISTS IN ACCORDANCE WITH BID REQUIREMENTS. C) ORIGINAL INVOICE MUST BE SUBMITTED TO THE APPROPRIATE CITY OF DETROIT ACCOUNTS PAYABLE SECTION. D) COPY OF INVOICE MUST BE SUBMITTED TO THE DEPARTMENT PERSONNEL IDENTIFIED ON THE PURCHASE ORDER AS BEING RESPONSIBLE FOR PROCESSING PAYMENT. IF A DEPARTMENT CONTACT PERSON IS NOT LISTED ON THE PURCHASE ORDER THE VENDOR SHALL REQUEST IN WRITING, FROM THE PURCHASING DIVISION, THE NAME AND PHONE NUMBER OF THE CONTACT PERSON RESPONSIBLE FOR PROCESSING PAYMENT. PRICE FIRM F.O.B.: CITY OF DETROIT OWNED LOTS.						
	Purchase Agreement Effective From: 01-OCT-12 To: 30-NOV-16				Amount Agreed:	116,500.00	
1	506032 VEHICLES, TOWING			Each	45		

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION •THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE• NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT• ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION •WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT • CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE • PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION • THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

Total 116,500.00

PURCHASING DIRECTOR'S SIGNATURE
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