

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

AMENDMENT #2

STANDARD PO NUMBER

CONTRACT PO NUMBER 2888170

Insurance Requirement

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

TYPE OF CONTRACT: (Check One)

- CONSTRUCTION/DEMOLITION LEASE DEED
 PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

[Signature]

DEPARTMENT GSD

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY 100% OTHER %

DEPARTMENT CONTACT PERSON
ED PORCHE

PHONE NO.
628-0910

CONTRACTOR'S NAME: AQUARIUS PROFESSIONAL STAFFING, LLC

DATE PREPARED
12/12/14

CONTRACTOR'S ADDRESS:
11800 CONREY ROAD, SUITE 100
CINCINNATI, OH 45249

ENGINEER'S ESTIMATE CONTRACT CHANGE
 TOTAL CONTRACT AMOUNT \$1,725,712.00
 TOTAL CPO AMOUNT \$1,925,712.00
 CHANGE AMOUNT \$465,712.00

PHONE NO. (513) 247-0750

CORPORATION PARTNERSHIP INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 11-3776482

MINORITY FIRM YES NO

PURPOSE OF CONTRACT: TEMPORARY STAFFING - MECHANICS FOR GENERAL SERVICES DEPARTMENT

CHARGE ACCOUNT: 1000-470100-006004-617900-12153-000000-A4510

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	<p>REQUESTING DEPARTMENT</p> <p><i>[Signature]</i> AUTHORIZED DEPARTMENT REPRESENTATIVE</p>	12-12-14
JAN 09 2015	<p>BUDGET</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p><i>[Signature]</i> BUDGET DIRECTOR OR DEPUTY</p>	FEB - 3 2
	<p>GRANT MANAGEMENT SECTION</p> <p><input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p>GRANT ACCOUNTANT</p>	
FEB 04 2015	<p>FINANCE DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p><i>[Signature]</i> FINANCE DIRECTOR OR DEPUTY</p>	2/4/15
	<p>LAW DEPARTMENT</p> <p><input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL</p> <p><i>[Signature]</i> CORPORATION COUNSEL</p>	2/3/15
	<p>PURCHASING DIVISION</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>	4/21/15

RECEIVED

FEB 04 2015

CITY OF DETROIT
 FINANCE DEPARTMENT
 PURCHASING DIVISION
 15 FEB - 6 AM 11:50

CITY OF DETROIT CONTRACTS SECTION APPROVAL JCC REFERENCE: PAGE _____ DATE _____

LAW DEPARTMENT

FRC APPROVAL

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

AQUARIUS PROFESSIONAL STAFFING, LLC

CONTRACT NO. 2888170

Amendment #2

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO CONTRACT NO. 2888170**

THIS AMENDMENT AGREEMENT NO. 2 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its General Services Department ("City"), and Aquarius Professional Staffing, LLC, with its principal place of business located at 11800 Conrey Road, Suite 100, Cincinnati, Ohio 45249. ("Contractor").

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, Article 17 of 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 SECTION 7.01
COMPENSATION**

1.01 Section 7.01, which now reads:

Compensation for Services provided shall not exceed the amount \$1,460,000.00 for the amended terms of the contract. Unless this Contract is amended pursuant to Section 17, and/or additional services or locations are added to the Agreement, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

1.01 Section 7.01, Is Amended to Read

Compensation for Services provided shall not exceed the amount \$1,925,712.00 for the amended terms of the contract. Unless this Contract is amended pursuant to Section 17, and/or additional services or locations are added to the Agreement, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

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

5.01 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.

6. AMENDMENT AUTHORIZATION

6.01 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.

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

WITNESSES:

1. J. B. C.
(signature)
Jonathan Bell
(print name)

2. P. Ferris
(signature)
Paul T. Ferris
(print name)

CONTRACTOR:

Aquarius Professional Staffing, LLC

BY: J. M. Carroll
(signature)
John Carroll
(print name)
President
(title)

WITNESSES:

Michael Johnson
(signature)
MICHAEL JOHNSON
(print name)

2. Justin Fenwick
(signature)
Justin Fenwick
(print name)

CITY OF DETROIT:

BY: Brad Dick
(signature)
Brad Dick BRAD DICK
(print name)
Director
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

MAR 17 2015

APR 20 2015

Raymond Jack 4/20/15
Purchasing Director Date

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

[Signature] 4/5/15
Corporation Counsel Date

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

SECOND AMENDED EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The amended term of this Contract shall begin on the day of approval by the approval body and shall terminate December 31, 2015. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

A. Provide Temporary Contract Resources

Contractor to provide upon request of GSD staffing resources to supplement on-sight mechanic work as required.

B. Time and Attendance

Temporary Staffing Employees who are retained for work in City of Detroit departments will be required to use the City's time and attendance system, Work brain. All hours worked must be entered into the system on a weekly basis and approved by the employee's supervisor prior to payroll invoicing.

C. Payroll Services

Aquarius Professional Staffing will provide complete payroll services for all temporary employees with the City of Detroit and will comply with all applicable laws and withholdings to that end.

D. Billing and Invoicing

Invoices are to be submitted for payment on a monthly basis. Payment for the proper performance of the *Services* shall be contingent upon receipt by the *City* of an Invoice for *Payment*. The Invoice shall certify the total cost, itemizing costs when applicable and cover no more than one month's billing period, thirty-one (31) days maximum.

The Invoices must be received by the *City* not more than thirty (30) days after the close of each

calendar month in which *Services* have been performed, or not more than thirty (30) days after the *Contract* or *Contract Amendment* has been approved by *City Council* for *Services* already approved by GSD and performed by the *Contractor*, and signed by an authorized officer or designee of the *Contractor*. The Invoice will be paid upon completion of processing without interest or penalty.

Monthly Summary

The Contractor should submit a monthly report of aged receivables with the following information:

- Invoice numbers
- Invoice amounts
- Date invoice was originally submitted
- Amount of any partial payments of the invoice
- Balance due on the invoice
- Date the report was prepared

Aquarius will provide monthly invoices to the City of Detroit Accounts Payable Department Attn: Troy Hutcherson, 2 Woodward Ave. Suite #1006, Detroit MI 48226. Invoices will be audited by a member of Human Resources or other “designee” of the City for accuracy, but it is expected that all invoices will be generated from the VMS system. The monthly VMS reports should be compiled to reflect contract employees assigned to City of Detroit departments, for monitoring and budgetary control. Rates will be billed using the pre-defined mark-up rates as defined in Exhibit B. For non-exempt employees, overtime rates will be billed based on the time and a half pay rate and pre-defined mark up rate.

I. Retention of Contractor’s Employees at Termination

At the conclusion of this contract, whether by termination or at the end of the term, or at the termination of a contract employee services to the City, the City shall have the right to retain the services of any of the Contractor’s employees who are, at that time, serving as temporary staffing personnel to the City without incurring additional costs or expense to the City. The Contractor will not include in any contract between it and those persons who serve the City as temporary staffing personnel, any term which would interfere with the City's right to employ them or retain their services as herein permitted. If any such contract provision is included in any contract between the Contractor and its employees, the contractor will waive any right which it purportedly might have had under such a contract to limit or interfere with the right of the City to employ persons covered by this provision, upon request of the City or of such person.

SECOND AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Amended Contract a maximum amount of \$1,925,712.00, for the term of this Amended Contract as set forth in Second Amended Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable along with supporting documentation for validation. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Bill Rates

a) The Contractor shall be paid for those Services performed pursuant to this Contract as follows:

City of Detroit targeted bill rates for classifications below should not exceed the following:

Contract Employee Name:	Standard Billing Rate Per Hour:	Overtime Billing Rate Per Hour:
Hazel, Walter	\$40.00	\$60.00
Rudd, Douglas	\$42.00	\$63.00
Law, Karl	\$40.00	\$60.00
Teague, William	\$40.00	\$60.00
Stitt, Kareen	\$40.00	\$60.00
1 Full Time Mechanic	\$40.00	\$60.00
2 Seasonal Mechanics	\$40.00	\$60.00

III. Requirements for Efficient Processing of Invoices

Invoices are to be submitted for payment on a monthly basis. Payment for the proper performance of the Services shall be contingent upon receipt by the City of an Invoice for Payment. The Invoice shall certify the total cost, itemizing costs when applicable and cover no more than one month's billing period, thirty-one (31) days maximum. The Invoices must be received by the City not more than thirty (30) days after the close of each calendar month in which Services have been performed, or not more than thirty (30) days after the Contract or Contract Amendment has been approved by the Emergency Manager and City Council for Services already approved by Human Resources Department and performed by the Contractor, and signed by an authorized officer or designee of the Contractor. The Invoice will be paid upon completion of processing without interest or penalty.

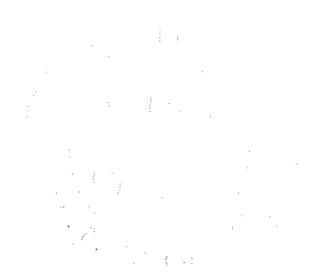
CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 12th day of December
2014, by Brad Dick
(name of person who signed the contract)
the Director
(title of person who signed the contract as it appears on the contract)
of General Services
(complete name of the City department)

on behalf of the City.

Edw E Fule
Notary Public, County of Wayne
State of Michigan
My commission expires: 12-15-20



LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY

I John Carroll, a Manager or Member of
(name of manager)
Aquarius Professional Staffing, L.L.C., a limited liability company (the "Company"), DO
(name of company)

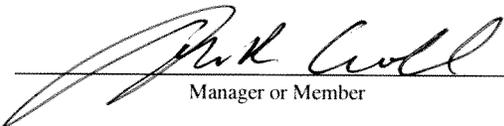
HEREBY CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in Contract No. 2888170 between the City and the Company:

Kyle O'Hara

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 9 day of December, 20 14.

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.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: March 18, 2015

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

There were no contracts, approved at the March 10, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 17, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

2887861,Purch.Increase	Nationwide Envelope Specialists	+ \$10,935 to \$34,935	CITY-WIDE
Submitted in the List and Referred March 10, 2015.			
2904969	BDM Transport	\$704,000 / 3 years	CITY-WIDE
Submitted in the List and Referred March 10, 2015.			

Reported by the Internal Operations Committee:

2888170,Amend.2	Aquarius Professional Staff.	+ \$465,712 to \$1,925,712	GENERAL SERVICE
Submitted in the List and Referred February 17, 2015; Correction Referred Feb. 24, 2015.			
87109	Ricardo Silva (Ayers)	\$17,400	CITY COUNCIL
Submitted by Sp. Letter for March 17, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87099	Adam Mundy (Ayers)	\$20,240	CITY COUNCIL
Submitted in the List for March 17, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
86899,Amend.1	David Mitchell(Benson)	+ \$2,760 to \$19,528	CITY COUNCIL
Submitted in the List for March 17, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87107	Derrick Hale II (Cushingberry)	\$5,720	CITY COUNCIL
Submitted in the List for March 17, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
86889,Amend.1	Rebecca Christensen	+ \$5,002.40 to \$97,000.80	DET.BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 17, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 17, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - continued

87100	Tyler Tinsey	\$19,333	DETROIT BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			
87101	Aradondo Haskins	\$36,660	DETROIT BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			
87104	Tim Palazzolo	\$36,660	DETROIT BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with <i>WAIVER</i> .			

Reported by the Neighborhood and Community Services Committee:

2899715	Healthy Kidz (Tindal Recreation Center)	No Funding	RECREATION
Submitted in the List and Referred February 24, 2015.			
2617781, Renew	Detroit 300 Conservancy (Campus Martius)	No Funding	RECREATION
Submitted in the List and Referred March 3, 2015; Approved with <i>WAIVER</i> .			

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

2874673, Purch. Increase	Enterprise Uniforms (Qual. of Life)	+ \$146,000 to \$646,000	FIRE
Submitted in the List and Referred March 3, 2015; Approved with <i>WAIVER</i> .			
2793738, Ext.	Apollo Fire Equipt. Co.	No Added \$ (Quality of Life)	FIRE
Submitted in the List and Referred March 3, 2015.			
2805136, Ext.	Pierce, Monroe & Assoc.	+ \$2,500,000 to \$12,994,295	MUNICIPAL PARKING
Submitted in the List and Referred March 3, 2015.			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 17, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 17, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: - *continued*

2885985, Renew	IPS Group	\$50,100/yr.	MUNICIPAL PARKING
Submitted in the List and Referred March 3, 2015.			
2878424, Renew	Cadillac Asphalt	\$726,600	PUBLIC WORKS
Submitted in the List and Referred March 3, 2015.			
2905037	Jorgensen Ford	\$91,250	HOMELAND SECURITY
Submitted in the List and Referred March 10, 2015; Funding Corrected; Approved with <i>WAIVER</i> .			
2827322, Ext.	CMP Distributors (protective vests) + \$370,000 to \$2,056,108.90		POLICE
Submitted in the List and Referred March 10, 2015; Approved with <i>WAIVER</i> .			
2901750, Purch. Increase	New Flyer	+ \$4,614,609.70 to \$8,979,219.40	TRANSPORTATION
Submitted in the List for March 17, 2015; Moved to New Business; Approved with <i>WAIVER</i> .			

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of March 17, 2015 and **REMOVED from Consideration**.*

Reported by the Budget, Finance and Audit Committee:

2857485, Renew	Wolverine Solutions Group	\$126,650/26	FINANCE
Submitted in the List and Referred March 10, 2015; Correction to cost submitted and referred.			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 17, 2015

Page 4

*The following contracts were **REFERRED** on March 17, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

2857485, Renew	Wolverine Solutions	FINANCE
<i>correction to cost</i>		

Referred to Internal Operations Committee:

2837893, Renew	Munn Tractor & Lawn	GENERAL SERVICES
2897313	All Metro Tree Service	GENERAL SERVICES
2896739, Purch. Incr.	Futurenet Group (BSEED)	INFORM. TECH. SERVICES

Referred to Neighborhood and Community Services Committee:

87077	Cheryl Kingham (Coca-Cola)	RECREATION
<i>correction to Funding Source – Grant funded</i>		

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2809017, Renew	Duncan Solutions	MUNICIPAL PARKING
2899068	Duncan Solutions	MUNICIPAL PARKING
2905694	Motorola Solutions (800 MHZ)	POLICE
2905511	Henry Ford Health Systems	POLICE and FIRE
2867348, Ext.	Total Armored Car	TRANSPORTATION
2903745	Det. Transport. Corp. (People Mover)	TRANSPORTATION
87082	Renetta Corette Bates	MUNICIPAL PARKING
87083	Heather Rolonda-Danyelle Brown	MUNICIPAL PARKING
87084	Sharon Clark Woodside	MUNICIPAL PARKING
87085	Thomas James Shannon	MUNICIPAL PARKING
2904514	R & R Fire Truck Repair	FIRE
<i>correction to cost, to \$3,597,723.96</i>		
2902708	Jt. Vent. Giorgi / Major Cement	PUBLIC WORKS
<i>correction to term: through December 31, 2017</i>		

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 17, 2015

Page 5

Contracts that are currently HELD for review, discussion or report to the Standing Committees.

HELD in Internal Operations Committee:

2880110,Amend.1 Cummings,McCloreys,Davis & Acho + \$150,000 to \$225,000 LAW
Submitted in the List and Referred March 3, 2015; Review of original contract amount.

2889445,Purch.Incr. Kristel Group(M.Parking) + \$549,625 to \$3,513,421 GENERAL SERVICES
Submitted in the List and Referred March 10, 2015; Approved in Committee on March 11;
Will be reported on City Council Agenda for approval on March 24, 2015.



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1008
DETROIT, MICHIGAN 48226
PHONE 313•224•4600
FAX 313•628•1160
WWW.DETROITMI.GOV

February 13, 2015

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session of
February 17, 2015

Please be advised that the Contract submitted on Thursday, February 12, 2015 for the City Council
Agenda February 17, 2015 has been amended as follows:

1. The contractor's **original contract amount** was submitted incorrectly to Purchasing by the
Department. Please see the corrections below:

Submitted as: Page 1

GENERAL SERVICES

2888170 100% City Funding – To Provide Temporary Mechanical Staffing Services for
General Services Department – Contractor: Aquarius Professional Staffing, LLC,
Location: 11800 Conrey Road, Suite 100, Cincinnati, OH 45249 – Contract Period:
Upon Approval from City Council through December 31, 2015 – Increase Amount:
\$465,712.00 – Total Contract Amount: \$1,925,712.00

This Amendment #2 is for increase of funds. Original amount is \$1,725,712.000

Should read as: Page 1

2888170 100% City Funding – To Provide Temporary Mechanical Staffing Services for
General Services Department – Contractor: Aquarius Professional Staffing, LLC,
Location: 11800 Conrey Road, Suite 100, Cincinnati, OH 45249 – Contract Period:
Upon Approval from City Council through December 31, 2015 – Increase Amount:
\$465,712.00 – Total Contract Amount: \$1,925,712.00

This Amendment #2 is for increase of funds. Original amount is **\$1,460,000.00**

Respectfully Submitted,

Boysie Jackson
Chief Procurement Officer
BJ/zh

BY COUNCIL MEMBER: _____

RESOLVED, that CPO# 2888170 referred to in the foregoing communication dated February 13, 2015, be hereby and is approved.

CONTRACT # 2888170 Amendment #2

DEPARTMENT General Services

WAVIER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Aquarius Professional Staffing, LLC

ADDRESS: 11800 Conrey Road, Suite 100
Cincinnati, OH 45249

PROJECT: Temporary Staffing-Mechanics for General Services Department

TYPE OF FUNDING AND %: 100% COD

CONTRACT AMOUNT: Contract Incease \$465,712.00 to \$1,925,712.00

CONTRACT PERIOD: January 14, 2014 to December 31, 2015

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Temporary Staffing-Mechanics for General Services Department

REASON FOR DELAY: _____



City Council Contract Agenda Items Review Checklist

Reviewer: (_____) Date Received: _____

Date: 12/12/14 Department General Services Division: Fleet Management

Dept Head/Contact Person: Ed Porche Phone No.: 628-0910

Description: Staffing Mechanics
brief explanation of function or need of the goods/services

Contract No.: 2888170 PO Type: CPO Amendment #1 Est. Value: \$ 265,712.00

Contract Term (if applicable): 1/14/14 to 12/31/15

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

Recommended Supplier: Aquarius Professional Staffing Required Date: 1/1/15

1. The business being awarded is **AMENDMENT**. If a renewal, provide justification for renewal: The mechanics provide repair & maintenance work on refuse collection, public lighting, fire and police vehicles.
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: Acquired services of mechanics through professional staffing firm.
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: N/A
4. Were savings achieved?
 Yes Amount \$ _____ No
5. Does this agreement represent an increase? Yes.



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. \$265,712.

6. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

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 EMERGENCY MANAGER AGENDA

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: Ed Porche DATE: 12/12/14
(Department)

INFORMATION PROVIDED BY: Ed Porche

TITLE: Contracts Manager

PHONE: 628-0910

DEC 08 2014



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: General Services/Fleet Ma

E-MAIL ADDRESS: porchee@detroitmi.gov

CONTACT NAME: Ed Porche PHONE: 628-0910 FAX: 628-1915

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

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 130
Detroit, MI 48226

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

For:
Individual or
Company Name Aquarius Professional Staf
Address 11800 Conrey

City Cincinnati
State OH Zip Code 45249
Telephone 513-247-0750 Fax # 513-247-0725

E-mail Address _____

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

John Carroll

Telephone # 513-247-07

Fax # 513-247-07

Employer Identification or Social Security Number
11-3776482

Spouse Social Security Number _____

Nature of Contract Staffing Recruitment

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

Contract # (If known) 2888170

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 NOORIE TAX INVESTIGATOR Date DEC 09 2014 Expires DEC 09 2015

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.

**PURCHASING DIVISION
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections
Purchasing Vendor
128 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

*Ed Porche
GSD
628-0910
porchee@detroitmi.gov*

Nature of Contract STAFFING RECRUITING SERVICES
Contract Amount _____

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Aquarius Professional Staffing

Business Address 11800 Canby Road, Suite 100, Cincinnati OH 45249

Ward/Item # _____

F.I.D. NO. 11-3776482

City Personal Property I.D. # _____

Owner(s) Name John Carroll

Owner(s) SS# 270-76-4420

Contact Person John Carroll

Phone Number 513-247-0750

Fax Number 513-247-0725

Owner(s) Home Address 1452 Paxton Woods, Cincinnati OH 45207 Lease Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

Denied Denied Denied Denied
 Approved Approved Approved Approved

Comments: _____

REVENUE COLLECTIONS

AT APPROVED

Please mail, fax or drop off this Vendor Request Form to the Revenue Collections Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]

12-5-2014

AUG 30 2015

Signature (City of Detroit)

Date

Expiration Date

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of AQUARIUS PROFESSIONAL STAFFING (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 AQUARIUS PROFESSIONAL STAFFING
(Type or Print Legibly)

Contractor Address CLEVELAND OHIO 45249
(City) (State) (Zip)

Contractor Phone/E-mail 513-247-0750 john.carr@aquarius-staffing.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative JOHN CARR, PRESIDENT

Signature of Authorized Representative: [Signature]

Date: 1/15/14

Signature of Notary: [Signature] This document **MUST** be notarized ***

Printed Name of Seal of Notary BELEMA SOPHIE DYE GH

My Commission Expires 12/13/2017



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/14

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 GG4097 RANSOM INSURANCE SERVICES LLC 4555 LAKE FOREST DR STE 650 CINCINNATI, OH 45242-3789	CONTACT NAME: Greg Ransom	
	PHONE (A/C, No, Ext): 513-229-7474 FAX (A/C, No): 513-563-3563 E-MAIL ADDRESS: ransominsurance@fuse.net	
INSURED Aquarius Professional Staffing LLC 11800 Conrey Rd. Suite 10 Cincinnati, OH 45249	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Erie Insurance Company	26263
	INSURER B: Erie Insurance Property & Casualty Company	26830
	INSURER C: Erie Insurance Exchange	26271
	INSURER D: Erie Insurance Company of New York	16233
	INSURER E: Flagship City Insurance Company	35585
	INSURER F: Philadelphia Insurance Co.	18058

COVERAGES CERTIFICATE NUMBER: N/A REVISION NUMBER: N/A

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	Q47 2850362	11/28/14	11/28/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	Q47 2850362	11/28/14	11/28/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	Q35 2870063	11/28/14	11/28/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Q47 2850362	11/28/14	11/28/15	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	E&O - 3rd Party Crime	X	X	PHS D778461	11/7/14	11/7/15	\$1,000,000 & \$2,000,000

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

Certificate Holder also listed as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of Detroit Attn: General Services Dept 18100 Meyers Rd Detroit, MI 48235	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/14

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 GG4097 RANSOM INSURANCE SERVICES LLC 4555 LAKE FOREST DR STE 650 CINCINNATI, OH 45242-3789	CONTACT NAME: Greg Ransom		
	PHONE (A/C No. Ext): 513-229-7474	FAX (A/C No.): 513-463-3563	
E-MAIL ADDRESS: ransominsurance@fuse.net			
PRODUCER CUSTOMER ID #: GG4097			
INSURED Aquarius Professional Staffing LLC 11800 Conrey Rd. Suite 10 Cincinnati, OH 45249	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Erie Insurance Company		26263
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	INSURER E: Flagship City Insurance Company		35585
INSURER F: Philadelphia Insurance Co.		18058	

COVERAGES

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/IO/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	Q47 2850362	11/28/14	11/28/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$	X	X	Q35 2870063	11/28/14	11/28/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Q47 2850362	11/28/14	11/28/15	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	E&O - 3rd Party Crime	X	X	PHS D778461	11/7/14	11/7/15	\$1,000,000 & \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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

Hiring Policy Compliance Affidavit

I, JOHN CARROLL, being duly sworn, state that I am the PRESIDENT
Title of ALABAMA PROFESSIONAL STAFFING
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.

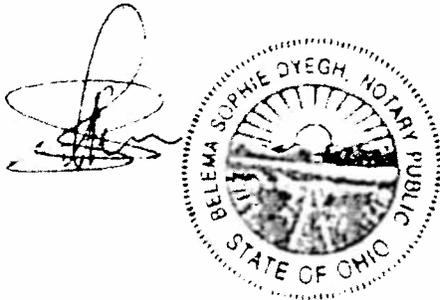
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

[Signature]
Title: President Date: 1/15/14

STATE OF OHIO)
COUNTY OF HAMILTON) SS

The foregoing Affidavit was acknowledged before me the 15th day of JAN, 2014,
by JOHN CARROLL



Notary Public, County of HAMILTON

State of OHIO

My commission expires: 12-13-2017



AQUARIUS

FRONT LINE STAFFING

APPLICATION FOR EMPLOYMENT

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, qualified disability, marital or veteran status, sexual orientation, or any other legally protected status.

(PLEASE PRINT)

Position(s) Applied For			Date of Application
How Did You Learn About Us?			
<input type="checkbox"/> Advertisement	<input type="checkbox"/> Friend	<input type="checkbox"/> Walk-In	
<input type="checkbox"/> Employment Agency	<input type="checkbox"/> Relative	<input type="checkbox"/> Other	

Last Name	First Name	Middle Initial	Maiden
Address		City	State
			Zip Code
Telephone Number(s)		E-mail address	

Are you 18 or over?

If hired, can you provide required proof of your eligibility to work?

Can you travel if a job requires it?

Do you have any relatives currently employed with Aquarius?

Yes No

Yes No

Yes No

Yes No

If Yes, please list name _____

On what date would you be available for work? _____

Are you available to work: Full Time Part Time Seasonal

Please list your daily work availability below. If available for any shift, please mark "any" in the appropriate column.

Days:	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Start:							
End:							

Employment Experience

Beginning with your most recent employer, please list all previous professional work experience, including any U.S. Military Service, going back 10 years. Failure to list all prior employment could result in cause for Aquarius to eliminate you from consideration/dismiss you from employment. If you run out of room on this page, please attach a separate sheet with the rest of the requested information.

Employer	Address	
City, State, Zip	Telephone	
Job Title	Date Employed From	Date Employed To
Supervisor		
Work Performed		
Reason for leaving		
Employer	Address	
City, State, Zip	Telephone	
Job Title	Date Employed From	Date Employed To
Supervisor		
Work Performed		
Reason for leaving		
Employer	Address	
City, State, Zip	Telephone	
Job Title	Date Employed From	Date Employed To
Supervisor		
Worked Performed		
Reason for leaving		
Employer	Address	
City, State, Zip	Telephone	
Job Title	Date Employed From	Date Employed To
Supervisor		
Work Performed		
Reason for leaving		

EDUCATION

Education	Name and Address of School	Course of Study	Years Completed	Diploma or Degree received
High School				
Undergraduate College				
Graduate Professional				
Other (Specify)				

LICENSES AND/OR CERTIFICATES

Type of License/Certificate	Issuing State or Agency	Number	Expiration Date
<input type="checkbox"/> Driver's <input type="checkbox"/> Chauffeur's			
<input type="checkbox"/> CDL _____			
<input type="checkbox"/> Professional			
<input type="checkbox"/> Technical			
<input type="checkbox"/> Other			

ADDITIONAL INFORMATION

SKILLS/CERTIFICATIONS

Please state any relevant skills, certifications, awards, or accomplishments you possess that are relevant to the position you are applying for.

State any additional information you feel may be helpful to us in considering your application.

References

1.	_____	()
	(Name)	Home
	_____	()
	(Address)	Work
2.	_____	()
	(Name)	Home
	_____	()
	(Address)	Work
3.	_____	()
	(Name)	Home
	_____	()
	(Address)	Work

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: AQUARIUS PROFESSIONAL STAFFING
2. Address of Contractor: 11300 CUNREY RD.
SUITE 100
CINCINNATI, OH 45249
3. Name of Predecessor Entities (if any): N/A
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 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.

Jay Carroll (Printed Name) PRESIDENT (Title)
[Signature] (Signature) 1/15/14 (Date)

Subscribed and sworn to before me
this 15 day of JANUARY 2014
[Signature]
Notary Public, Franklin County, Michigan OHIO
My Commission expires: 12-19-2017

