

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

AMENDMENT #2  
 STANDARD PO NUMBER  
 CONTRACT PO NUMBER 2888170  
 REVISION  
 REVISION

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

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S 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 <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT    \$1,725,712.00 TOTAL CPO AMOUNT    \$1,925,712.00 CHANGE AMOUNT    \$465,712.00	
PHONE NO. (513) 247-0750	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 11-3776482		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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
	<b>REQUESTING DEPARTMENT</b>  AUTHORIZED DEPARTMENT REPRESENTATIVE	12-12-14
JAN 09 2015	<b>BUDGET</b> <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	FEB - 3 2
	<b>GRANT MANAGEMENT SECTION</b> <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  GRANT ACCOUNTANT	
FEB 04 2015	<b>FINANCE DEPARTMENT</b> <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	2/4/15
	<b>LAW DEPARTMENT</b> <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	2/3/15
	<b>PURCHASING DIVISION</b> FEB 04 2015  PURCHASING DIRECTOR	4/21/15

RECEIVED  
 FEB 04 2015

CITY OF DETROIT  
 FINANCIAL MANAGEMENT  
 PURCHASING DIVISION  
 15 FEB - 6 AM 11:50

CITY OF DETROIT CONTRACTS SECTION    LAW DEPARTMENT    APPROVAL JCC REFERENCE:    PAGE \_\_\_\_\_    DATE \_\_\_\_\_    **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. T. F.  
(signature)  
Paul T. Ferris  
(print name)

**CONTRACTOR:**

**Aquarius Professional Staffing, LLC**

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

**WITNESSES:**

M. Johnson  
(signature)  
MICHAEL JOHNSON  
(print name)

2. J. Ferwick  
(signature)  
Justin Ferwick  
(print name)

**CITY OF DETROIT:**

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

**THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON**

**MAR 17 2015 APR 20 2015**

Byron Jackson  
Purchasing Director Date 4/20/15

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

[Signature]  
Corporation Counsel Date 2/5/15

**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**

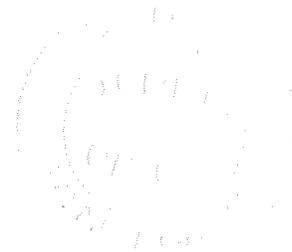
Invoices are to be submitted for payment on a monthly basis. Payment for the proper performance of the Services shall be contingent upon receipt by the City of an Invoice for Payment. The Invoice shall certify the total cost, itemizing costs when applicable and cover no more than one month's billing 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 12<sup>th</sup> day of December  
20 14, 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.

Edna 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 ***WAIVER***.

87099                              Adam Mundy (Ayers)                              \$20,240                              CITY COUNCIL  
Submitted in the List for March 17, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

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 ***WAIVER***.

87107                              Derrick Hale II (Cushingberry)                              \$5,720                              CITY COUNCIL  
Submitted in the List for March 17, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

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 ***WAIVER***.

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

**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 <b><i>WAIVER</i></b> .			

**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 <b><i>WAIVER</i></b> .			
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 <b><i>WAIVER</i></b> .			
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 <b><i>WAIVER</i></b> .			
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 <b><i>WAIVER</i></b> .			

*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.			

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 <i>correction to cost</i>	Wolverine Solutions	FINANCE
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**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) <i>correction to Funding Source – Grant funded</i>	RECREATION
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**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 <i>correction to cost, to \$3,597,723.96</i>	FIRE
2902708	Jt. Vent. Giorgi / Major Cement <i>correction to term: through December 31, 2017</i>	PUBLIC WORKS

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

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

**HELD in Internal Operations Committee:**

2880110,Amend.1 Cummings,McCloreay,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

Fur:  
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 NOOME TAX INV 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](http://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](mailto: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 Conroy 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

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 (City of Detroit)

Date

Expiration Date

*[Signature]*

12-5-2014

AUG 30 2015

**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.carrall@aquarius-staffing.com  
 (Phone) (E-mail)

Printed Name & Title of Authorized Representative: JOHN CARRALL, PRESIDENT

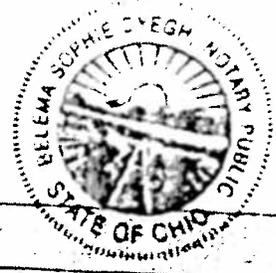
Signature of Authorized Representative: [Signature]

Date: 1/15/14

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

Printed Name of Seal of Notary: BELLEVA 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 E-MAIL: ransominsurance@fuse.net ADDRESS:		FAX (A/C, No): 513-563-3563	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Erie Insurance Company		26263	
INSURED		INSURER B: Erie Insurance Property & Casualty Company		26830	
Aquarius Professional Staffing LLC		INSURER C: Erie Insurance Exchange		26271	
11800 Conrey Rd. Suite 10		INSURER D: Erie Insurance Company of New York		16233	
Cincinnati, OH 45249		INSURER E: Flagship City Insurance Company		35585	
		INSURER F: Philadelphia Insurance Co.		18058	

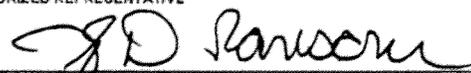
COVERAGES CERTIFICATE NUMBER: N/A REVISION NUMBER: N/A

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	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						
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) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEQ 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	Y/N	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

<b>CERTIFICATE HOLDER</b> City of Detroit Attn: General Services Dept 18100 Meyers Rd Detroit, MI 48235		<b>CANCELLATION</b> 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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# Hiring Policy Compliance Affidavit

I, JOHN CARROLL, being duly sworn, state that I am the PRESIDENT  
Title of AWARING 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 15<sup>th</sup> day of JAN. 2014  
by JOHN CARROLL

[Signature]



Notary Public, County of HAMILTON

State of OHIO

My commission expires: 12-13-2017



# AQUARIUS

ENTER YOUR OWN BUSINESS

## 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"/> Employment Agency	<input type="checkbox"/> Relative
	<input type="checkbox"/> Walk-In
	<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?  Yes  No
- If hired, can you provide required proof of your eligibility to work?  Yes  No
- Can you travel if a job requires it?  Yes  No
- Do you have any relatives currently employed with Aquarius?  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.

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

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### 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 45247
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.

Jean Carroll (Printed Name) PRESIDENT (Title)  
Jean Carroll (Signature) 1/15/14 (Date)

Subscribed and sworn to before me  
this 5 day of JANUARY 2014  
[Signature]  
Notary Public, Hamilton County, Michigan OHIO  
My Commission expires: 12-13-2017

