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City Council Contract Agenda Items Review Checklist

Reviewer: Wesley Norris **Date Received: 12/14/15**

Date: 12/11/15 Department: General Services Division Division: General Services Division

Dept Head/Contact Person: Ed Porche Phone No.: 313-628-0910

Description: **STAFFING SERVICES FOR GENERAL SERVICES DIVISION (FIRE APPARATUS MECHANICS)**

Contract No.: 2888170 PO Type: CPO Est. Value: **$200,000.00**
$1,925,712.00 + $200,000.00= $2,125,712.00

Contract Term (if applicable): Upon City Council and/or FRC Approval to June 30, 2016

Funding: City 100%

Recommended Supplier: **AQUARIUS PROFESSIONAL STAFFING, LLC**
Required Date: Immediately

---

1. The business being awarded is a RENEWAL. If a renewal, provide justification for renewal: TO PROVIDE STAFFING SERVICES (FIRE APPARTUS MECHANICS) FOR GENERAL SERVICES DIVISION

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: THIS CONTRACT WAS AWARDED AND APPROVED BY EMERGENCY MANAGER KEVIN ORR ON MARCH 5, 2015.

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:

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

5. Does this agreement represent an increase? No
   ☐ Variance in unit price only (Current unit price $0.00 Proposed Unit Price $0.00)

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☒ Change in amount/volume of the good or service to be used.

6. Does the supplier currently provide other goods and services to the City? ☒Yes ☐No
   If yes please list: CURRENTLY PROVIDES FIRE APPARATUS MECHANICS

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: Wesley Norris
a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes x

☐ **PLACE ON FINANCIAL REVIEW COMMISSION AGENDA**

☒ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: _____ DATE: 12/14/15
(Department)

INFORMATION PROVIDED BY: Wesley N. Norris

TITLE: Project Manager

PHONE: 224-4611

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AMENDMENT NOTE
2888170 – AMENDMENT # 3

- There are no bid tabs for this contract
- This contract was approved by the Emergency Manager Kevin Orr on March 5, 2015
- This contract was negotiated by Brad Dick, Director of General Services, City of Detroit
- This contract was negotiated with Aquarius Staffing for the hiring of fire apparatus mechanics
- The contract was approved by City Council on July 30, 2014.
- Req # 304418

Respectfully Submitted,

Wesley N. Norris
Project Manager
The Office of Contracting and Procurement
City of Detroit
14-December-2015

Wesley N. Norris
Project Manager
The Office of Contracting & Procurement
14-December-2015

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Attachments - 2888170, ,

Main | Source

Seq	Category	Description	Data Type	May Be Changed
5	Internal to Purchase Ord	note	Short Text	☑
10	Status on Purchase Orde	EM Approval Date	Short Text	☑
20	Internal to Purchase Ord	Contract	File	☑
30	Status on Purchase Orde	City Council Approval Date	Short Text	☑

Entity Name: PO Header

Emergency Manager Approval, 3-5-2014 (Ericka Crawford)

☐ Include Related Documents

Publish to Catalog | Document Catalog...

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Attachments - 2888170, ,

Main | Source

Seq	Category	Description	Data Type	May Be Changed
5	Internal to Purchase Ord	note	Short Text	☑
10	Status on Purchase Orde	EM Approval Date	Short Text	☑
20	Internal to Purchase Ord	Contract	File	☑
30	Status on Purchase Orde	City Council Approval Date	Short Text	☑

Entity Name: PO Header

7/30/14 zh

☐ Include Related Documents

Publish to Catalog | Document Catalog...

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PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

AQUARIUS PROFESSIONAL STAFFING, LLC

CONTRACT NO. 2888170

Amendment #3

DocuSign Envelope ID: BB57AB97-934C-4AF4-8D8A-C3321CE4FFA1

CITY OF DETROIT
AMENDMENT AGREEMENT NO. 3
TO CONTRACT NO. 2888170

THIS AMENDMENT AGREEMENT NO. 3 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, 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.

1.01 Section 7.01, Is Amended to Read

Compensation for Services provided shall not exceed the amount $2,125,712.00 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.

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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.

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

WITNESSES:

1. _____ (signature)

_____ (print name)

2. _____ (signature)

_____ (print name)

CONTRACTOR:
Aquarius Professional Staffing, LLC

BY: _____ (signature)

John Carroll (print name)

President (title)

WITNESSES:

1 _____ (signature)

_____ (print name)

2. _____ (signature)

_____ (print name)

CITY OF DETROIT:
General Services Department

BY: _____ (signature)

Brad Dick (print name)

Director (title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

CC 1/19/2016

DocuSigned by:
Boysie Jackson 1/21/2016
E7BD9E26E53A4D0...
Purchasing Director Date

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

DocuSigned by:
James Edwards 1/20/2016
23C12D9E4C0A41D...
Corporation Counsel Date

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

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THIRD 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 June 30, 2016. 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

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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.

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THIRD 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 $2,125,712.00, for the term of this Amended Contract as set forth in Third 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:
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

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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.

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CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 27th day of January, 2014, by Janet G. Anderson (name of person who signed the contract), the Deputy Director (title of person who signed the contract as it appears on the contract) of General Services Department (complete name of the City department), on behalf of the City.

Of Detroit
Notary Public, County of Wayne
State of Michigan
My commission expires: August 29, 2016

JOHNETTA MCLEOD
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 29, 2016
Acting in the County of Wayne

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LIMITED LIABILITY COMPANY
ACKNOWLEDGMENT

STATE OF OHIO)
)SS.
COUNTY OF HAMILTON)

The foregoing contract was acknowledged before me the 23 day of JANUARY 2014, by JOHN CARROLL,
(name of person who signed the contract)

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

of AQUARIUS PROFESSIONAL STAFFING,
(complete name of the limited liability company)

on behalf of the limited liability company.

BELEMA SOPHIE DYEGH, NOTARY PUBLIC STATE OF OHIO

Notary Public, County of HAMILTON

State of OHIO

My commission expires: 12:18:2017

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EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

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

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

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

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

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

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

A	B	C	D	E
Donor	**Relationship to Contractor/Vendor**	**Recipient**	**Amount of Contribution or Expenditure**	**Date**
N/A	N/A	N/A	N/A	N/A

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(EXHIBIT C - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

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

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

Sign name: _____

Print name: John Carroll

Sworn and subscribed to before me on_____, 20____
[by_____, the _____of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____
Print: _____
Notary Public, _____ County, Michigan,
Acting in _____ County
My Commission Expires: _____

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DEC 09 2015

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: The Office of Contracting procurement

CONTACT NAME: Wesley Norris E-MAIL ADDRESS: NorrisW@detroitmi.gov PHONE: Fax 313) 628-1160

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

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

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

For:
Individual or Company Name: Agnarius Professional Staffing
Address: 11862 Cooney Rd Suite 200
City: Cincinnati
State: Ohio Zip Code: 45249
Telephone: 513-247-0750 Fax #:
E-mail Address: John.Carroll@agnarius-staffing.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above): John Carroll
Telephone #: 513-247-0750
Fax #:

Employer Identification or Social Security Number: 11-3776482
Spouse Social Security Number:

Nature of Contract: professional staffing services
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 in the City of Detroit 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 Income Tax Ordinance?

☒ Yes ☐ No Signature LUCRETIA JENNINGS INCOME TAX INVESTIGATOR Date DEC 12 2015 Expires DEC 12 2016
☐ Yes ☐ No Signature Date Expires
☐ Yes ☐ No Signature Date

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

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

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CITY OF DETROIT

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

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

ADDRESS OF DEPARTMENT ____
DATE SENT ____ CONTACT PERSON ____
PHONE NUMBER ____ FAX NUMBER ____ EMAIL ____
CONTRACT AMOUNT $ ____

☒ **SECTION B: CORPORATION** LICENSE TYPE ____
CORPORATION NAME Aquarius Professional Staffing
ADDRESS 11802 Conrey Rd, Suite 200 CITY/STATE/ZIP Cincinnati, OH 45249 ☒ OWN ☐ LEASE
CITY PERSONAL PROPERTY NUMBER ____ **FID / EIN NUMBER** 11-3776482
OTHER CITY-OWNED PROPERTY PARCELS ____
CONTACT PERSON John Carroll PHONE NUMBER 513-247-0750 **EMAIL ADDRESS** John.Carroll@aquarius-staffing.com

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

B. PARTNER'S NAME ____ PHONE NUMBER ____
HOME ADDRESS ____ CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE
DRIVER'S LICENSE # ____ OTHER CITY-OWNED PROPERTY PARCELS ____

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

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

☐ **SECTION E: PERSONAL SERVICES**
NAME ____ ADDRESS ____
CITY/STATE/ZIP ____ ☐ OWN ☐ LEASE
PHONE NUMBER ____ DRIVER LICENSE # ____
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT ____
SOCIAL SECURITY NUMBER ____ **EMAIL ADDRESS** ____

FOR TREASURY COLLECTION USE ONLY:
☐ APPROVED ☐ DENIED ☐ DENIED WITH ATTACHMENTS
Annette Smith DATE DEC 11 2015 CLEARANCE VALID UNTIL AUG 31 2016

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

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REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

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

I, being a duly authorized representative of 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 CINCINNATI (City), OHIO (State), 45249 (Zip)

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

Printed Name & Title of Authorized Representative JOHN CARROLL, PRESIDENT

Signature of Authorized Representative: John R. Carroll

Date: 1/15/14

*** This document MUST be notarized ***

Signature of Notary: _____

Printed Name of Seal of Notary: BELEMA SOPHIE DYEGH

My Commission Expires: 12 / 13 / 2017.

BELEMA SOPHIE DYEGH, NOTARY PUBLIC STATE OF OHIO

FOR CONTRACTING DEPARTMENT USE ONLY:

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

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

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/15

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
11427 REED HARTMAN HWY
BLUE ASH, OH 45241-2418

CONTACT NAME: Greg Ransom
PHONE (A/C, No, Ext): 513-229-7474 FAX (A/C, No): 513-672-0298
E-MAIL ADDRESS: greg@ransomins.com

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:	

INSURED
Aquarius Professional
Staffing LLC
11802 Conrey Rd. Ste 200
Cincinnati, OH 45249

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	Q47 2850362	11/28/15	11/28/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Q47 2850362	11/28/15	11/28/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	Q35 2870063	11/28/15	11/28/16	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q47 2850362	11/28/15	11/28/16	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Detroit is named as Additional Insured as respects to General Liability and Auto Liability with respect to liability arising out of the operations performed by the Named Insured. Coverage is primary and non-contributory. 30 Days Notice of Cancellation is included for General Liability.

CERTIFICATE HOLDER

City of Detroit
810 Coleman A Young
Municipal Center
Detroit, MI 48226

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
Gregory D. Ransom

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DocuSign Envelope ID: BB57AB97-934C-4AF4-8D8A-C3321CE4FFA1

Hiring Policy Compliance Affidavit

I, JOHN CARROLL, being duly sworn, state that I am the PRESIDENT
Title

of ACUMARINS 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,

Title: President Date: 1/15/14

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

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

BELEMA SOPHIE DYEGH, NOTARY PUBLIC STATE OF OHIO

Notary Public, County of HAMILTON

State of OHIO

My commission expires: 12:13:2017.

DocuSign Envelope ID: BB57AB97-934C-4AF4-8D8A-C3321CE4FFA1

AQUARIUS
PROFESSIONAL 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?
( ) Advertisement ( ) Friend ( ) Walk-In
( ) Employment Agency ( ) Relative ( ) 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:							

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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		

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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
( ) Driver's ( ) Chauffeur's			
( ) CDL_____			
( ) Professional			
( ) Technical			
( ) Other			

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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

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CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: AQUARIUS PROFESSIONAL STAFFING

2. Address of Contractor: 11800 CONREY RD.
SUITE 100
CINCINNATI, OH 45249

3. Name of Predecessor Entities (if any): N/A

4. Prior Affidavit submission? X 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.

JOHN CARROLL (Printed Name) PRESIDENT (Title)

(Signature) 1/15/14 (Date)

Subscribed and sworn to before me
this 15 day of JANUARY 2014

Notary Public, ~~HAMILTON~~ County, ~~Michigan~~ OHIO
My Commission expires: 12-13-2017

BELEMA SOPHIE DYEGH, NOTARY PUBLIC
STATE OF OHIO

DocuSign Envelope ID: BB57AB97-934C-4AF4-8D8A-C3321CE4FFA1

SAM Search Results
List of records matching your search for :

Search Term : Aquarius* Professional* Staffing*
Record Status: Active

No Search Results

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

AMENDMENT #1 | 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: Brad Ott

DEPARTMENT: GSD

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

DEPARTMENT CONTACT PERSON: ED PORCHE

PHONE NO.: 628-0910

REVISION | REVISION

CONTRACTOR'S NAME: AQUARIUS PROFESSIONAL STAFFING, LLC

DATE PREPARED: 7/1/14

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

ENGINEER'S ESTIMATE ☐ CONTRACT ☐ CHANGE ☒
TOTAL CONTRACT AMOUNT $1,460,000.00
TOTAL CPO AMOUNT $1,460,000.00
CHANGE AMOUNT $1,100,000.00

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
	REQUESTING DEPARTMENT — Ed Porche — AUTHORIZED DEPARTMENT REPRESENTATIVE	7-1-14
JUL 03 2014	**BUDGET** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — BUDGET DIRECTOR OR DEPUTY	JUL 09 2014
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — GRANT ACCOUNTANT	
JUL 09 2014	**FINANCE DEPARTMENT** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — FINANCE DIRECTOR OR DEPUTY	7/9/14
	LAW DEPARTMENT ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — CORPORATION COUNSEL	7/11/14
JUL 10 2014	**PURCHASING DIVISION** — PURCHASING DIRECTOR	8/1/14

CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION 14 JUL 11 PM 4:14

RECEIVED JUL 10 2014 CITY OF DETROIT CONTRACTS SECTION LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

COD-PO-15-0799

Use Only One Set For Each Contract Package

EM JUL 30 2014

CC JUL 30 2014

CONTRACT # 2888170 Amendment #1

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 $1,100,000.00 to $1,460,000.00

CONTRACT PERIOD: January 14, 2014 to January 17, 2015

ADVANCE PAYMENT:

BRIEF DESCRIPTION: Temporary Staffing-Mechanics for General Services Department

REASON FOR DELAY:

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: **Date Received:**

Date: 6/18/14 **Department:** General Services **Division:** Fleet Mangement

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

Description: Staffing Mechanics, Contract No.: 2888170 PO Type: Prof. Ser. CPO Est. Value: $1,460,000.00

Contract Term (if applicable/ example): January 14, 2014 to January 17, 2015

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: 7/1/14

---

1. Is the product or service ESSENTIAL to department operations? ☒Yes ☐No

If "Yes" please explain why: Yes, this a essential because the Mechanics provide repair & maingenance work on refuse collection, public lighting, fire and police vehicles.

Consequence of not buying: Not providing the Mechanics will cause many problems that can affect the health, safety and welfare of the citicens of Detroit.

2. Was the product or service competitively bid? ☐Yes ☒No
   (Request copies of bid tabulation/evaluation score sheets as needed)

   If the answer to #2 is "NO" explain why there was no competition:
   _____

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

4. Were savings achieved?
   ☐Yes Amount $_____ ☐No
   Were additional savings requested? (10%) ☐Yes ☐No

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

6. The business being awarded is a NEW CONTRACT
   If #6 is a renewal provide justification for renewal: _____
   If #6 is a increase/decrease does this represent:

01/11/12

☐ variance in unit price only (Current unit price $ Suggest Unit Price $)
☐ change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other Departments? ☐Yes ☒No
   If "yes" can this req/par be combined other depts.? ☐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:

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT FOR THE FOLLOWING REASON(S):**

SIGNED: Ed Porche DATE: June 18, 2014

INFORMATION PROVIDED BY: Ed Porche
TITLE: Contracts Manager
PHONE NO. 628-0910

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Yolanda Grainer
EMAIL ADDRESS: Purchasing
CONTACT NAME: PHONE: 224 4612 FAX: 313 628 1160
Type of Clearance: [X] New [ ] Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-3588

For:
Individual or Company Name: [illegible]
Address: [illegible]
[illegible]
City: Cincinnati
State: Ohio Zip Code: 45243
Telephone: 513 347-0750 Fax #: 513 347-0755
E-mail Address: [illegible]

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

Telephone #: 513 347-0750
Fax #: 513 347-0755

Employer Identification or Social Security Number
11-3776157

Spouse Social Security Number

Nature of Contract: [illegible]
[illegible]

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

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

Check One: [ ] Individual [X] 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-[illegible]). [X] 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 [X] No

D. FOR INCOME TAX USE ONLY

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

[ ] Yes [X] No Signature [illegible] Date JAN 29 2014 Expires
[X] Yes [ ] No Signature [illegible] Date FEB 03 2014 Expires FEB 03 2015
[ ] 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 it. Please e-mail your completed request form (preferably in pdf format) to: Income.Tax.Clearance@detroitmi.gov

PURCHASING DIVISION

VENDOR CLEARANCE REQUEST

Ed Porche
GSD
628-0910
~~628-1915 Fax~~
porchee@detroitmi.gov

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

Nature of Contract Staffing Recruiting Services
Contract Amount

Business Type: (✓) Corp ( ) Partnership ( ) Sole Proprietorship ( ) Personal Services

Business Name Aquarius Professional Staffing
Business Address 11800 Conrey 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 4152 Parton Woods, Cincinnati, OH 45209 ( ) 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
CONTRACT CLEARANCES

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

Annette Smith — JUN 19 2014 — DEC 30 2014

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 CINCINNATI (City), OHIO (State), 45249 (Zip)

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

Printed Name & Title of Authorized Representative JOHN CARROLL, PRESIDENT

Signature of Authorized Representative: John R Carroll

Date: 1/15/14

*** This document MUST be notarized ***

Signature of Notary: _____

Printed Name of Seal of Notary: BELEMA SOPHIE DYEGH

My Commission Expires: 12 / 13 / 2017

BELEMA SOPHIE DYEGH, NOTARY PUBLIC STATE OF OHIO

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): 3/3/14

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):
E-MAIL ADDRESS: ransominsurance@fuse.net
PRODUCER CUSTOMER ID #: GG4097

INSURED
Aquarius Professional
Staffing LLC
11800 Conrey Rd. Suite 10
Cincinnati, OH 45249

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INSURER F: Philadephia Insurance Co.	18058

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

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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	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	Q47 2850362	11/28/13	11/28/14	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
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	Q47 2850362	11/28/13	11/28/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $	X	X	Q35 2870063	11/28/13	11/28/14	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q47 2850362	11/28/13	11/28/14	WC STATU-TORY LIMITS / 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	11/7/13	11/7/14	$1,000,000 & $2,000,000	

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

Certificate Holder is also listed as Additional Insured

CERTIFICATE HOLDER

City of Detroit
Finance Dept- Purchasing Div
2 Woodward Ave., Ste 1008
Detroit, MI 48226

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

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Hiring Policy Compliance Affidavit

I, JOHN CARROLL, being duly sworn, state that I am the PRESIDENT

of ALWARING PROFESSIONAL STAFFING

Title — Name of Bidder Corporation or Other Business Entity

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

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

SIGNED,

Title: President Date: 1/15/14

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

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

BELEMA SOPHIE DYEGH, NOTARY PUBLIC STATE OF OHIO

Notary Public, County of HAMILTON

State of OHIO

My commission expires: 12-13-2017.

AQUARIUS
PROFESSIONAL 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?
( ) Advertisement ( ) Friend ( ) Walk-In
( ) Employment Agency ( ) Relative ( ) 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
( ) Driver's ( ) Chauffeur's			
( ) CDL_____			
( ) Professional			
( ) Technical			
( ) 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: 11500 CORBEY RD.
SUITE 100
CINCINNATI, OH 45249

3. Name of Predecessor Entities (if any): N/A

4. Prior Affidavit submission? X 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.

JOHN CARROLL (Printed Name) PRESIDENT (Title)

(Signature) 1/15/14 (Date)

Subscribed and sworn to before me
this 15 day of JANUARY 2014

Notary Public, ~~Hamilton~~ County, ~~Michigan~~ OHIO
My Commission expires: 12-13-2017

BELEMA SOPHIE DYEGH, NOTARY PUBLIC
STATE OF OHIO

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

AQUARIUS PROFESSIONAL STAFFING, LLC

CONTRACT NO. 2888170

Amendment #1

CITY OF DETROIT
AMENDMENT AGREEMENT NO. 1
TO CONTRACT NO. 2888170

THIS AMENDMENT AGREEMENT NO. 1 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 $360,000.00 inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Section 17, 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 $1,460,000.00 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.

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. _____
(signature)

Paul T. Ferri
(print name)

2. _____
(signature)

Rob Messmer
(print name)

CONTRACTOR:
Aquarius Professional Staffing, LLC

BY: _____
(signature)

John Carroll
(print name)

President
(title)

WITNESSES:

1 _____
(signature)

MARC TIRIKIAN
(print name)

2. _____
(signature)

MIKE JACOBS
(print name)

CITY OF DETROIT:
General Services Department

BY: _____
(signature)

Brad Dick
(print name)

Director
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON

_____

_____
Purchasing Director Date

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

_____ 7/11/18
Corporation Counsel Date

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

FIRST AMENDED EXHIBIT A

SCOPE OF SERVICES
EXHIBIT A

I. Notice to Proceed

The amended term of this Contract shall begin on the day of approval by the approval body and shall terminate January 17, 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.

FIRST AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Amended Contract a maximum amount of $1,460,000.00, for the term of this Amended Contract as set forth in First 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:	New Rate Date
Brown, Howard	$45.00	$67.50	5/4/14
Crutchfield, Carleton	$39.00	$58.50	5/4/14
Endreszi, Steven	$45.00	$67.50	5/4/14
McGregor, James	$42.00	$63.00	5/4/14
Moss, Louis	$39.00	$58.50	5/4/14
Spicer, William	$42.00	$63.00	5/4/14
Watkins, Ander	$45.00	$67.50	5/4/14

Contract Employee Name:	Standard Billing Rate Per Hour:	Overtime Billing Rate Per Hour:	New Rate Date
Lerchenfeldt, Thomas	$42.00	$63.00	6/1/14
Podczervinski, Daniel	$39.00	$58.50	6/1/14
Shatrau, Robert	$45.00	$67.50	6/1/14

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 1st day of July, 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.

Ed Porche

Notary Public, County of Wayne

State of Michigan

My commission expires: 12-15-21

EDWARD E. PORCHE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 15, 2014
ACTING IN COUNTY OF Wayne

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

LIMITED LIABILITY COMPANT
ACKNOWLEDGEMENT

STATE OF Ohio)
)SS.
COUNTY OF Hamilton)

The foregoing contract was acknowledged before me the 12th day of June,
20 14, by John Carroll,
(name of person who signed the contract)
the Presidant,
(title of person who signed the contract as it appears on the contract)
of Aquarius Professional Staffing,
(complete name of the corporation)
on behalf of the Corporation.

Notary Public, County of Clermont
State of Ohio
My commission expires: March 3, 2019

KRISTEN E ANKENBAUER, NOTARY PUBLIC
COMM. EXP. MARCH 3, 2019
STATE OF OHIO

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

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 12 day of June, 2014.

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.

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: Brad De

DEPARTMENT: GSD

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

DEPARTMENT CONTACT PERSON: ED PORCHE

PHONE NO.: 628-0910

REVISION | REVISION

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
	REQUESTING DEPARTMENT — AUTHORIZED DEPARTMENT REPRESENTATIVE: Ed Porch	12-12-14
JAN 09 2015	**BUDGET** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — BUDGET DIRECTOR OR DEPUTY	FEB - 3 2
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — GRANT ACCOUNTANT	
FEB 04 2015	**FINANCE DEPARTMENT** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — FINANCE DIRECTOR OR DEPUTY	2/4/15
	LAW DEPARTMENT ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — CORPORATION COUNSEL	2/5/15
	PURCHASING DIVISION FEB 04 2015 — PURCHASING DIRECTOR	4/21/15

RECEIVED
CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

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

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

FRC APPROVAL

COD PO 15 0799

Use Only One Set For Each Contract Package

MAR 17 2015

APR 20 2015

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. _____
(signature)

Jonathan Bell
(print name)

2. _____
(signature)

Paul T. Ferri
(print name)

CONTRACTOR:
Aquarius Professional Staffing, LLC

BY: _____
(signature)

John Carroll
(print name)

President
(title)

WITNESSES:

_____
(signature)

MICHAEL JOHNSON
(print name)

2. _____
(signature)

Justin Fenwick
(print name)

CITY OF DETROIT:

BY: _____
(signature)

Brad Dick BRAD DICK
(print name)

Director
(title)

THIS AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON FRC APPROVAL

MAR 17 2015 APR 20 2015

_____ 4/20/15
Purchasing Director Date

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

_____ 2/5/15
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 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.

Edwd E Fuke

Notary Public, County of Wayne

State of Michigan

My commission expires: 12-15-20

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

LIMITED LIABILITY COMPANT
ACKNOWLEDGEMENT

STATE OF Ohio)
)SS.
COUNTY OF Hamilton)

The foregoing contract was acknowledged before me the 9 day of December, 2014, by John Carroll,
(name of person who signed the contract)

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

of Aquarius Professional Staffing,
(complete name of the corporation)

on behalf of the Corporation.

Notary Public, County of Hamilton

State of Ohio

My commission expires: June 19 2019

BETHANY PROVINS, NOTARY PUBLIC
COMM. EXP. JUNE 19, 2019
STATE OF OHIO

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

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***.

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 ***WAIVER***.

87101 Aradondo Haskins $36,660 DETROIT BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with ***WAIVER***.

87104 Tim Palazzolo $36,660 DETROIT BUILDING AUTHY
Submitted in the List for March 17, 2015; Placed on New Business; Approved with ***WAIVER***.

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 ***WAIVER***.

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 ***WAIVER***.

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.

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 ***WAIVER***.

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 ***WAIVER***.

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 ***WAIVER***.

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	Wolverine Solutions	FINANCE
correction to cost		

Referred to Internal Operations Committee:

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

Referred to Neighborhood and Community Services Committee:

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

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
correction to cost, to $3,597,723.96		
2902708	Jt. Vent. Giorgi / Major Cement	PUBLIC WORKS
correction to term: through December 31, 2017		

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

HELD in Internal Operations Committee:

2880110,Amend.1 Cummings,McClorey,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 0 8 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)

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

Phone: (313) 224-3328 or224-3329
Fax: (313) 224-4588

For:
Individual or Company Name: Aquarius Professonal 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, incude spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent o n someone else's tax return? ☐ Yes ☐ No
3. Were you employed durnig the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

☑ Yes ☐ No Signature INCOME TAX DIVISION Date DEC 0 9 2014 Expires DEC 0 9 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 Conrey Road, Suite 106, 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 513-247-0755
Owner(s) Home Address 1452 Paston 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
CONTRACT CLEARANCE

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

Signature (City of Detroit) 12-5-2014 Date AUG 30 2015 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: CINCINNATI (City), OHIO (State), 45249 (Zip)

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

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

Signature of Authorized Representative: John R. Carroll

Date: 1/15/14

** This document MUST be notarized **

Signature of Notary: _____

Printed Name of Seal of Notary: BELEMA SOPHIE DYEGH

My Commission Expires: 12 / 13 / 2017

BELEMA SOPHIE DYEGH NOTARY PUBLIC STATE OF OHIO

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

ACORD®

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

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: Philadephia Insurance Co.	18058

INSURED
Aquarius Professional
Staffing LLC
11800 Conrey Rd. Suite 10
Cincinnati, OH 45249

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT 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
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X 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	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED 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? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q47 2850362	11/28/14	11/28/15	PER STATUTE X 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

City of Detroit
Attn: General Services Dept
18100 Meyers Rd
Detroit, MI 48235

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

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
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: Philadephia 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	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
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED 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	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] 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? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q47 2850362	11/28/14	11/28/15	[ ] WC STATU-TORY LIMITS [X] 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 (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

RD Ransom

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Hiring Policy Compliance Affidavit

I, JOHN CARROLL, being duly sworn, state that I am the PRESIDENT
Title of ACUABLUS 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,

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

BELEMA SOPHIE OYEGH, NOTARY PUBLIC STATE OF OHIO

Notary Public, County of HAMILTON
State of OHIO
My commission expires: 12·13·2017.

AQUARIUS

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?

( ) Advertisement
( ) Employment Agency
( ) Friend
( ) Relative
( ) Walk-In
( ) 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
( ) Driver's ( ) Chauffeur's			
( ) CDL_____			
( ) Professional			
( ) Technical			
( ) 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: 11500 CUREY RD.
SUITE 100
CINCINNATI, OH 45249

3. Name of Predecessor Entities (if any): N/A

4. Prior Affidavit submission? X 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.

JOHN CARROLL (Printed Name) PRESIDENT (Title)

(Signature) 1/15/14 (Date)

Subscribed and sworn to before me
this 15 day of JANUARY 2014

Notary Public, ~~Hamilton~~ County, ~~Michigan~~ OHIO
My Commission expires: 12-13-2017

BELEMA SOPHIE DYEGH, NOTARY PUBLIC
STATE OF OHIO