

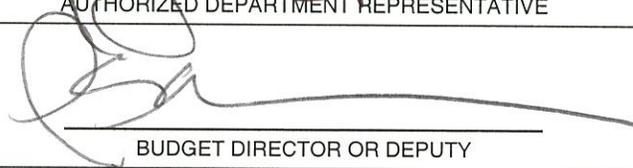
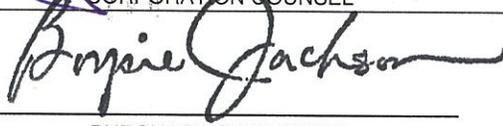
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER **2891172**
 STANDARD PO NUMBER **2891173**
 CHANGE ORDER #

Insurance Requirement

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

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LICENSE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> MGT. AGREEMENT		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT RECREATION
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100 % OTHER %		DEPARTMENT CONTACT PERSON NANCY A. CAPERS	PHONE NO. (313) 224-1109
CONTRACTOR'S NAME: W-3 CONSTRUCTION COMPANY		DATE PREPARED 05/08/2015	
CONTRACTOR'S ADDRESS: 7601 SECOND AVENUE DETROIT, MI 48202		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT \$ 303,709.00 TOTAL CPO AMOUNT \$ 303,709.00 CHANGE AMOUNT \$ 116,709.00	
PHONE NO. (313) 875-8000		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-2719237		MINORITY FIRM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: IMPROVEMENTS AND REPAIRS AT HART PLAZA FOR SPECIAL EVENT SEASON 2014			
CHARGE ACCOUNT: 1000-395700-011663-631100-11663-000000-RD550/4510-391406-000000-631100-13673-000000-00000 4510-391410-000184-730126-00905-000000-A6000 4510-391410-000184-730126-00905-000000-A6000			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT RECREATION  AUTHORIZED DEPARTMENT REPRESENTATIVE	
MAY 13 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	MAY 27 2015
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	15 JUN -8 AM 9:20 CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION
MAY 26 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	5/29/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	6/5/15
	PURCHASING DIVISION  PURCHASING DIRECTOR	

RECEIVED
 PURCHASING DIVISION
 MAY 27 2015

CITY OF DETROIT
 CONTRACTS SECTION
 LAW DEPARTMENT
 CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE **JUL 07 2015**
FRC APPROVAL
JUL 2 2015
 Use Only One Set For Each Contract Package

CONSTRUCTION CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

W-3 CONSTRUCTION COMPANY

ENG. V. C. ...
...
...

CONTRACT NO.

CPO 2891172

SPO 2891173

MAY 2015

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 1
TO CONTRACT NO. 2891172**

THIS AMENDMENT AGREEMENT NO. 1 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Recreation Department ("City"), and W-3 Construction Company, ("Contractor") a Michigan, for-Profit, with its principal place of business located at 7601 Second Avenue, Detroit, MI 48202.

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 ARTICLE 7
COMPENSATION**

1.01 Section 7.01, which now reads:

Compensation for Services provided shall not exceed the amount of **One Hundred-Eighty Seven Thousand and 00/100 (\$187,000.00)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

Is amended to read:

The maximum amount of compensation for the complete and proper performance of the *Services* under this *Contract* is increased by this *Amendment* from One Hundred Eighty Seven Thousand and 00/100 Dollars (\$187,000.00) to an amount not to exceed **Three Hundred Three Thousand Seven Hundred Nine and 00/100 Dollars (\$303,709.00)**.

**2. AMENDMENT TO EXHIBIT A
OPTION TO EXTEND THE CONTRACT TIME OF PERFORMANCE**

2.01 Section I, which now reads:

The Contractor shall commence performance of this Contract upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed. The work, as outlined in the original RFP, shall be completed by May 12, 2014. However, this timeline is subject to change to allow for unforeseen circumstances and any ancillary follow up work. In any case, the level of completion must not preclude contracted vendors from conducting business for opening day on May 19, 2014.

Is amended to read:

The Contractor shall provide and carry out in a satisfactory and proper manner, as determined by the Detroit Recreation Department (DRD) and in coordination with the General Service Department (GSD), repairs to the Dodge Fountain located at Hart Plaza. The work shall be completed by November 1, 2015. However, this timeline is subject to change to allow for unforeseen circumstances and any ancillary follow up work.

3. AMENDMENT TO EXHIBIT B

3.01 Exhibit B of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit B in its place.

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

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

5. AMENDMENT AUTHORIZATION

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

- (a) The Amendment has been approved by the required City departments;
- (b) The Amendment has been authorized by resolution of the City Council; and
- (c) The Amendment has been signed by the City's Office of Contracting and Procurement 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]
(signature)

Wendel Martin
(print name)

2. [Signature]
(signature)

Kevin Watson
(print name)

CONTRACTOR:

BY: [Signature]
(signature)

Walter E. Watson, Jr.
(print name)

ITS: President/CEO
(title)

WITNESSES:

1. [Signature]
(signature)

Hikita Bland
(print name)

2. [Signature]
(signature)

Tracey S. Lawrence-Thomas
(print name)

CITY OF DETROIT Recreation
DEPARTMENT:

BY: [Signature]
(signature)

Alicia C. Bradford
(print name)

ITS: Director
(title)

THIS AMENDMENT WAS APPROVED
BY THE CITY COUNCIL ON

JUL 07 2015

[Signature]
OCP Director Date

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

[Signature] 6/5/15
Corporation Counsel Date

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

FRC APPROVAL

JUL 27 2015

FIRST AMENDED EXHIBIT A
SCOPE OF SERVICES

The Contractor shall provide and carry out in a satisfactory and proper manner, as determined by the Detroit Recreation Department (DRD) additional professional services to the Dodge Fountain at Hart Plaza. The conduct of the additional professional services shall be at the discretion of the DRD and is subject to the approval of the DRD. All terms and conditions of the *Contract* shall remain in full force and effect, except for additions as set forth herein and as outlined in the attached quotation.

Scope of Work

1. Remove existing auto-strainers (3) and install spool pieces
2. Remove back wash piping and all related waste piping from strainers
3. Clean and service (2) Cla-valves
4. Rebuild (1) 16" Cla-valve
5. Clean and inspect storage reservoir
6. Pull and clean all wye strainers
7. Remove, clean and replace all spray jets
8. Service pump motors and provide (4) oil changes
9. Provide and install all new pressure gauges
10. Provide Meggar readings on all pump motors
11. Clean, inspect and tighten all electrical connections in main switch gear; if contactor replacement is required they will be quoted separately
12. Clean and service level controls for make-up water
13. Flush storage tank, fountain bowl and all related piping
14. Re-work Lower reservoir drain valve and sump pump operation
15. Clean up and disposal of all waste materials
16. All deliveries
17. All hoisting and rigging
18. Start-up, Test, Check
19. Investigation of the condition of the auto control system

FIRST AMENDED EXHIBIT B
FEE SCHEDULE

I. General

- (A) The *Contractor* shall be paid for the additional *Services* performed pursuant to this Amendment an amount not to exceed **One Hundred Sixteen, Seven Hundred Nine and 00/100 Dollars (\$116,709.00)** for the complete and proper performance of the services named herein.

The revised total contract sum shall not exceed **Three Hundred Three Thousand Seven Hundred Nine and 00/100 Dollars (\$303,709.00)**, in accordance with the terms and conditions herein and within the original *Contract*.

Based on the Scope of Services, compensation for this *Contract* will be based on the following allowances:

Total Fee Summary

Original Contract Amount (Year 1).....\$187,000.00

Amendment No. 1 (Fountain Repair) \$116,709.00

REVISED CONTRACT TOTAL \$303,709.00

CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 6th day of May,
20 15, by Walter E. Watson, Jr.,
(name of person who signed the contract)
the President/CEO,
(title of person who signed the contract as it appears on the contract)
of W-3 Construction Company,
(complete name of the corporation)

on behalf of the Corporation.

Vanessa A. Watson
Notary Public, County of Wayne
State of Michigan
My commission expires: 10/23/16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

CORPORATION CERTIFICATE OF AUTHORITY

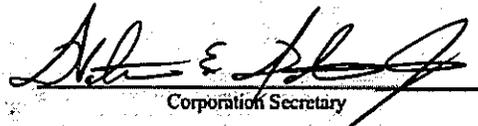
I, Walter E. Watson, Jr., Corporate Secretary of
(name of corporate secretary)
W-3 Construction Company, a Michigan
(complete name of corporation) (state of incorporation)
for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on 8/8/88, and that the same is now in full force and effect
(date of meeting)

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

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. _____ between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 6th day of May, 2015.
CORPORATE SEAL
(if any)



Corporation Secretary

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

CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 13th day of May,
20 15, by Alicia C. Bradford,
(name of person who signed the contract)
the Director,
(title of person who signed the contract as it appears on the contract)
of Detroit Recreation Department,
(complete name of the City department)

on behalf of the City.

Jescelia Anderson
Notary Public, County of Wayne
State of Michigan
My commission expires: 3-3-2019

JESCELIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne



Detroit Business Certification Program

FY 2014 - 2015

W-3 Construction Company

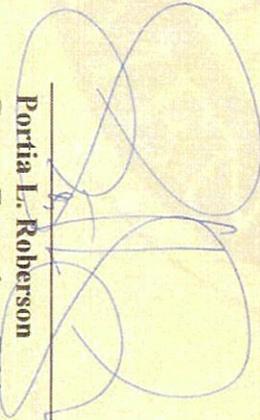
This acknowledges the above business has met all requirements set forth by
the Human Rights Departments as

**Detroit Headquartered Business (DHB),
Detroit Small Business (DSB), and
Minority-Owned Business Enterprise (MBE)**

commencing **November 20, 2014** expiring on **November 20, 2015**.

City of Detroit
Michael E. Duggan, Mayor

Receipt Number: DBCP 14/15: PF101714-1674



Portia L. Roberson
Group Executive - Ethics & Civil Rights

EXECUTIVE ORDER NO. 2007-1

THIS LANGUAGE MUST BE INCLUDED IN ALL BID PACKAGES, CONTRACTS AND SUBCONTRACTS FOR ALL CONSTRUCTION AND DEMOLITION PROJECTS, TO WHICH EXECUTIVE ORDER NO 2007-1 APPLIES.

EXECUTIVE ORDER NO. 2007-1 EMPLOYMENT OF LOCAL LABOR ON PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS:

Per Executive Order No. 2007-1 All City of Detroit project construction contracts shall provide that at least fifty-one percent (51%) of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform fifty-one percent (51%) of the hours worked on the project. Workforce and project hours shall included work performed be Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sale workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties:

Financial Penalties

<u>Detroit Resident Hours</u>	<u>Monthly Recruitment Fee</u>
45%-50%	3%
40%-44%	7%
30%-39%	10%
0% -29%	15%

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents, where Detroit residents are unavailable at the local union halls. Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: July 7, 2015

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

There were no contracts, approved at the June 30, 2015 Regular 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 July 7, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

87354	Charles Beckham Submitted in the List and Referred on June 30, 2015.	\$140,500	MAYOR'S OFFICE
87355	Renee Baker Submitted in the List and Referred on June 30, 2015.	\$62,500	MAYOR'S OFFICE
87237	Kimberly A. Reaves (Admin.-Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$27,984	CITY COUNCIL Approved with <i>WAIVER</i> .
87238	Regina Rogers (Admin.-Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$20,064	CITY COUNCIL Approved with <i>WAIVER</i> .
87239	Deborah Richardson (Admin.-Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$34,848	CITY COUNCIL Approved with <i>WAIVER</i> .
87240	Yolanda M. Watson (Admin.-Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$29,040	CITY COUNCIL Approved with <i>WAIVER</i> .
87241	Jasmine Barnes (Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$31,680	CITY COUNCIL Approved with <i>WAIVER</i> .
87242	Stephen Grady (Jones) Submitted by Special Letter 7-6-15, Placed on Consent Agenda;	\$98,512	CITY COUNCIL Approved with <i>WAIVER</i> .

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 7, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of July 7, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - continued

87243	Montez Miller (Jones)	\$55,544	CITY COUNCIL
Submitted by Special Letter 7-6-15, Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87244	Jerline Simmons (Jones)	\$25,344	CITY COUNCIL
Submitted by Special Letter 7-6-15, Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87245	Raymond Solomon (Jones)	\$26,000	CITY COUNCIL
Submitted by Special Letter 7-6-15, Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87246	Margaretta Venson (Jones)	\$56,592	CITY COUNCIL
Submitted by Special Letter 7-6-15, Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87247	Linda Wesley (Jones)	\$69,168	CITY COUNCIL
Submitted by Special Letter 7-6-15, Placed on Consent Agenda; Approved with <i>WAIVER</i> .			

Reported by the Neighborhood and Community Services Committee:

2891172,Amend.1	W-3 Construction	+\$116,709 to \$303,709	RECREATION
Submitted in the List and Referred June 30, 2015.			

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

2909722	J & B Medical Supply Co.	\$300,770.24	FIRE-EMS
Submitted in the List and Referred June 23, 2015.			
2907443	Southeastern Equipment Co.	\$243,050	PUBLIC WORKS
Submitted in the List and Referred June 23, 2015.			

Purchasing Division
 Contracts and Purchase Orders Received, Considered at Regular Session
 of July 7, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of July 7, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: - continued

2897326	Checker Cab Co. (4-1-15 thru 9-30-15) Submitted in the List and Referred June 23, 2015.	\$988,704.29	TRANSPORTATION
2897048	Checker Cab (Aug.14, Nov. 14, Dec.14 thru March 15) Submitted in the List and Referred June 23, 2015.	\$951,149.95	TRANSPORTATION
2909622	Passport Parking (PARKDETROIT) Submitted in the List and Referred June 30, 2015.	\$100,000	MUNICIPAL PARK.
2903477	Gallagher Fire Equipment Submitted in the List and Referred June 30, 2015.	\$240,000	TRANSPORTATION

*The following contracts were **REFERRED** on July 7, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

Recess Resolution July 23 thru Sept. 8, 2015	FINANCE/PURCHASING
--	--------------------

Referred to Internal Operations Committee:

87373	Adrienne Smith	MAYOR'S OFFICE
2873373, Renew	Best Fuel Service	GENERAL SERVICES
2911049	KEO and Associates (parks, play)	GENERAL SERVICES
87295	Douglas Baker	LAW
87296	Modeira Johnson	LAW
87300	Sean Tate	LAW
87302	Bari Blake Wood	LAW
87303	Tyrone Butler	LAW
87353	Mark Toaz	LAW
2910833	West Publishing (WestLawPro)	LAW

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 7, 2015

Page 4

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of July 7, 2015 and **APPROVED***

Referred to Neighborhood and Community Services Committee:

No Contracts Referred

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

87258	Garries Terrell	POLICE - Academy
-------	-----------------	------------------

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee:

2903278,Amend.	Magnet Consulting + \$76,610 to \$455,444 Submitted in the List and Referred on June 23, 2015.	HUMAN RESOURCE
2903279,Amend.	Polaris Assessment Systems + \$70,000 to \$297,997 Submitted in the List and Referred on June 23, 2015.	HUMAN RESOURCE

Planning and Economic Development Committee:

2896965,Amend.1	Heat and Warmth Fund (THAW) + \$100,000 to \$347,589.40 Submitted in the List and Referred June 16, 2015.	PLAN & DEVLPT.
-----------------	--	----------------

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of July 7, 2015

Page 5

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Public Health and Safety Committee:

87118 Keith Pendell Hutchings (Sr. Parking Manager) \$85,575 MUNICIPAL PARK.
Submitted in the List and Referred May 12, 2015; Request justification for services;
Department requested contract to be removed, at Committee Meeting of July 6, 2015.

2910779 ID Networks \$129,030 POLICE
Submitted in the List and Referred June 30, 2015; Clarification of term, other contract with ID Networks

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: May 7, 2015 Department: RECREATION Division: _____

Dept Head/Contact Person: Alicia C. Bradford, Director/Nancy Capers, Mgr II Phone No.: 224-1123/224-1109

Description: Hart Plaza Improvements/Repairs Contract No.: 2891172 PO Type: Professional Services Est. Value: \$187,000.00

Contract Term (if applicable): April 1, 2014 – To Completion of Project.

Funding: City 62% State % Federal % Other: 38%

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: W-3 Construction Company

Required Date: ASAP

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

If "Yes" please explain why: Essential to making the Dodge Fountain at Hart Plaza operational after being down for nearly two years.

Consequence of not buying: Delayed repairs increases the costs and detracts from this highly visible and utilized tourist attraction.

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: _____

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? 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 INCREASE OF EXISTING

7. 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)

8. Is this good/service used by other departments? Yes No
If "yes" can this req/par be combined other department requirements.? Yes No
9. 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 DIRECTOR:

SIGNED: _____ DATE: _____

INFORMATION PROVIDED BY: Nancy A. Capers
TITLE: Manager II
PHONE NO. 224-1109

Hart Plaza - Maintenance and Improvements
 Bid Results - March 7, 2014

	Bidder	Base Bid Amount	Net Alternate #1 Provide/install new wall pack lighting fixtures, etc.	Net Alternate #2 Provide price to patch existing trip hazard lower level	Bid Bond	All Voluntary Alternates
1	K&D Associates, Detroit	\$169,108	\$33,700	\$17,500	<input checked="" type="checkbox"/>	ACCEPTED K&D Associates Detroit
2	M3 Constructors, Detroit	\$112,500	\$27,000	\$5,000	<input checked="" type="checkbox"/>	ACCEPTED M3 Constructors Detroit
3						
4						
5						

**CITY OF DETROIT BUDGET DEPARTMENT LOG #5433
CONTRACT TRANSMITTAL**

DEPARTMENT: RECREATION	DATE REC: 05/15/2015
CPO: 2891172	SPO: 2891173; c/o: #1
NAME: W-3 CONSTRUCTION COMPANY	AMOUNT: \$116,709.00
ADDRESS: 7601 SECOND AVENUE DETROIT, MI 48202	ELECTRONIC NOTIFICATION DATE:
PURPOSE: IMPROVEMENTS AND REPAIRS AT HART PLAZA FOR SPECIAL EVENT SEASON 2014 – Extend Time Performance	

RECOMMENDATION:

APPROVE: <u>YES</u>	DATE COMPLETED: 05/15/2015
DENY:	ANALYST: Charleta McInnis
	DATE RELEASED: MAY 22 2015

COMPLETE BELOW WHEN DOCUMENT DELAYED, USE DC1 FOR FIRST DELAY AND DC2 FOR SECOND DELAY

DELAY CODE 1 (DC1): _____	0 NO DELAY	4 REQ DEPT IMPOSED HOLD	DELAY CODE 2 (DC2): _____
DC1 DELAY START DATE: _____	1 MORE INFORMATION	5 MANAGEMENT DELAY	DC2 DELAY START DATE: _____
DC1 DELAY END DATE: _____	2 LACK FUNDS	6 OTHER	DC2 DELAY END DATE: _____
	3 HUMAN RES COORD		

GENERAL GRANTS

Scope: RECREATION requests authorization to enter into a Professional Services contract with **W-3 Construction Company of Detroit, MI.**

Scope of Services: The contractor shall repair five leaks on the domestic cold water main in the Mechanical Room, repair one steam leak in the Mechanical Room, provide and install phase protection for the newly installed water pump located in the Mechanical Room, replace 100% of pipe in the south dressing rooms associated with the Air Handlers for the AC System, provide and install the hose bib to the east concessions area located behind the beer coolers, provide and install a new cold water line to the water cooled condensing units for the beer coolers, and repair a section of brick pavers on the Plaza, which includes the removal and reuse of the existing pavers.

Contract Period: Upon City Councils approval – project completion

Contract Amount: Total Contract Amount (Not-to-Exceed) - \$303,709.00
 Original \$187,000.00
 Amend #1 \$116,709.00

Advance Payment: None

Funding: 4510 632100
 Charge account 4501-391410-000184-730126-00905-000000-A6000
 (See exhibit) 1000-395700-011663-631100-11663-000000-RD550

All Clearances are valid and attached.

OCT 01 2013 OCT 02 2013



Attachment 1

City of Detroit / Human Rights Department
Application of Certification & Re-Certification
Page 18

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT / DIVISION: Human Rights Department

E-MAIL ADDRESS: W3@W3GROUP.NET

CONTACT NAME: LINDA TURNER PHONE: 313 875 8000 FAX: 313 875 4711

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

A. To: City of Detroit For: Individual or
 Income Tax Division Company Name W3 CONSTRUCTION COMPANY
 Coleman A. Young Municipal Center Address 7601 SECOND AVENUE
 2 Woodward Avenue, Ste. 138
 Detroit, MI 48226

Phone: (313) 224-3325 or 224-3329
Fax: (313) 224-4588

City DETROIT
State MICHIGAN Zip Code 48202
Telephone 313 875 8000 Fax # 313 875 4711
Email Address W3@W3GROUP.NET

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)
William Ferguson Telephone # 313 875 8000
 Employer Identification or Social Security Number: 382719237 Fax # 313 875 4711
 Spouse Social Security Number:

Nature of Contract: _____ BID CONTRACT AMOUNT (if known):
 Labor \$ _____ Material \$ _____
 Contract # (if known): _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1-4

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 5-7

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSE-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 employer/employee complied with the provisions of the City Income Tax Ordinance?
 Yes No Signature: WILLIAM FERGUSON Date: 10/18/13 Expires: 10/18/14
 Yes No Signature: INCOME TAX ASSISTANT Date: OCT 04 2013 Expires: 10/04/2014
 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 email your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

PLEASE ANSWER EVERY QUESTION

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 \$ _____

XX SECTION B: CORPORATION LICENSE TYPE N/A

CORPORATION NAME W-3 Construction Company
 ADDRESS 7601 Second Avenue CITY/STATE/ZIP Detroit Michigan 48202 OWN LEASE
 CITY PERSONAL PROPERTY NUMBER 04990487.01 FID/EIN NUMBER 38-2719237
 OTHER CITY-OWNED PROPERTY PARCELS N/A
 CONTACT PERSON Walter E Watson PHONE NUMBER 313 875 8000 EMAIL ADDRESS w3@w3group.net

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 _____
 PHONE NUMBER _____ DRIVER LICENSE # _____
 OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____
 SOCIAL SECURITY NUMBER _____ EMAIL ADDRESS _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS

[Signature]
 SIGNATURE _____ DATE **JAN 13 2015**

CLEARANCE VALID UNTIL **AUG 30 2015**

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

I, being duly authorized representative of the W-3 Construction, (hereinafter "Contractor"), do hereby 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 or 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.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific Clearance* on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: W-3 Construction Company
(Type or Print Legibly)

Contractor Address: Detroit, MI, 48202
(City) (State) (Zip)

Contractor Phone/E-mail: 313-875-8000 / w3@w3group.net
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Walter E. Watson, Jr. - President/CEO

Signature of Authorized Representative: *Walter E. Watson, Jr.*

Date: 5/15/15

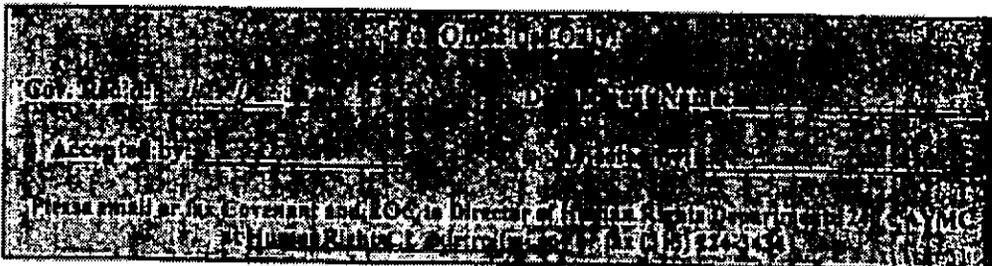
*** This document **MUST** be notarized ***

Signature of Notary: *Vanessa A. Watson*

Printed Name of Seal of Notary: Vanessa A. Watson

My Commission Expires: 10 / 23 / 16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne



**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JF

DATE (MM/DD/YYYY)
04/02/14

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 Oakland Insurance Agency 888 West Big Beaver, Ste. 1200 Troy, MI 48064 Barry L Hunt	Phone: 248-647-2500 Fax: 248-647-4689	CONTACT NAME: PHONE (A/C, H/O, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: W3CON-1														
INSURED W-3 Construction Company 7601 Second Avenue Detroit, MI 48202	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Secura Insurance</td> <td>22543</td> </tr> <tr> <td>INSURER B: Construction Association of MI</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Secura Insurance	22543	INSURER B: Construction Association of MI		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	CP3187824	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A3187825	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		CU3187826	01/01/14	01/01/15	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EWC005394	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		CP3187824	01/01/14	01/01/15	\$1000 Ded 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Hart Plaza Maintenance/Improvements;
 See Page 2;

CERTIFICATE HOLDER City of Detroit 18100 Meyers Road Detroit, MI 48235	CITY OF D 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 <i>John J. Thomey</i>
--	--

NOTEPAD:

HOLDER CODE CITYOFD
INSURED'S NAME W-3 Construction Company

W3CON-1
OP ID: JF

PAGE 2
DATE 04/02/14

Page 2:

Project: Hart Plaza Maintenance/Improvements;

City of Detroit is Additional Insured with respect to General Liability. Insurance provided by the Named Insured is primary to the extent caused by the Contractor's negligence and not excess over any insurance all ready carried by the City of Detroit. Cross Liability is included in the coverage form. In the event of policy cancellation, a 30 day prior notice shall be given to the Certificate Holder (10 days for non-payment of premium). See forms ILE1037.



CERTIFICATE OF LIABILITY INSURANCE

W3CON-1

OP ID: JF

DATE (MM/DD/YYYY)
12/29/2014

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

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PRODUCER Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Barry L Hunt	CONTACT NAME: Barry L Hunt	FAX (A/C, No): 248-647-4689	
	PHONE (A/C, No, Ext): 248-647-2500	E-MAIL ADDRESS:	
INSURED W-3 Construction Company 7601 Second Avenue Detroit, MI 48202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Secura Ins, A Mutual Company		22543
	INSURER B: Construction Association of MI		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3187824	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A3187825	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU3187826	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC005394	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		3187824	01/01/2015	01/01/2016	Limit 250,000 Deductibl 1,000

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

CERTIFICATE HOLDER**CANCELLATION**

<p style="text-align: center;">FORINFO</p> <p>For Information Only</p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>John J. Howney</i></p>
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Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation, Article V, Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

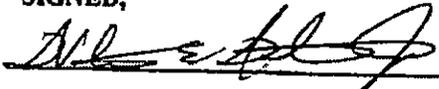
Hiring Policy Compliance Affidavit

I, Walter E. Watson, Jr. being duly sworn, state that I am the President/
CEO of W-3 Construction Company
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/CEO Date: 5/15/15

STATE OF Michigan)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 15th day of May, 2015,
by Vanessa A. Watson.

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF

Notary Public, County of Wayne
State of Michigan
My commission expires: 10/23/16

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE

APPLICATION FOR EMPLOYMENT

DO YOU HAVE A DRIVER'S LICENSE? Yes No

What is your means of transportation to work? _____

Driver's license number _____ State of issue _____ Operator Commercial (CDL) Chauffeur
Expiration date _____

Have you had any accidents during the past three years? How many? _____

Have you had any moving violations during the past three years? How Many? _____

OFFICE
POSITIONS ONLY

Typing Yes No _____ WPM 10-key Yes No Word Processing Yes No _____ WPM
Personal Computer Yes No PC Mac Other Skills _____

Please list two references other than relatives.

Name _____	Name _____
Position _____	Position _____
Company _____	Company _____
Address _____	Address _____
Telephone () _____	Telephone () _____

Please use this space to elaborate on any background, experience, or qualifications that you believe should be considered in evaluating your qualifications for employment. You may include hobbies, volunteer experience, and other activities you believe relevant. Please omit any information that would disclose your race, gender, age, marital status, ethnic origin, religious or political affiliations, or disability.

**PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE**

APPLICATION FOR EMPLOYMENT

MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES? Yes No
 ARE YOU NOW A MEMBER OF THE NATIONAL GUARD? Yes No

Specialty _____ Date Entered _____ Discharge Date _____

Work Experience Please list your work experience for the past seven years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		

Reason for leaving (be specific)

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your Last Job Title		

Reason for leaving (be specific)

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.

PLEASE PRINT ALL INFORMATION REQUESTED EXCEPT SIGNATURE

APPLICATION FOR EMPLOYMENT

Work experience Please list your work experience for the past seven years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

May we contact your present employer? Yes No

Did you complete this application yourself Yes No If not, who did? _____

After reviewing the attached job description, please indicate if you are able to perform the essential functions of the job for which you have applied ____ Yes ____ No. If you answered "No", please identify those job functions that you cannot perform. If a reasonable accommodation is required to enable you to perform the job properly and safely, please describe:

PLEASE READ CAREFULLY

APPLICATION FORM WAIVER

As indication that you have read and understood each sentence, please write your initials in the spaces provided below.

In exchange for the consideration of my job application by W-3 Construction Company, I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements, and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment, or to confer any right to remain an employee of W-3 Construction Company, or otherwise to change in any respect the employment-at-will relationship between it and the undersigned, and that relationship cannot be altered except by a written instrument signed by the Owner/Managing Member of the Company. Both the undersigned and W-3 Construction Company may end the employment relationship at any time, without specified notice or reason. If employed, I understand that W-3 Construction Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give W-3 Construction Company permission to contact schools, all previous employers (unless otherwise indicated), references, and others, and hereby release W-3 Construction Company from any liability as a result of such contact.

I understand that, in connection with the routine processing of your employment application, W-3 Construction Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics, and mode of living. Upon written request from me, W-3 Construction Company will provide me with additional information concerning the nature and scope of any such report requested by it, as required by the Fair Credit Reporting Act.

I further understand that my employment with W-3 Construction Company shall be probationary for a period of ninety (90) days, and further that at any time during the probationary period or thereafter, my employment relationship with W-3 Construction Company is terminable at will for any reason by either party.

Signature of applicant _____ Date: _____

W-3 Construction Company is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, gender, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with W-3 Construction Company depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04 CHAPTER 18 ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7, TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7, titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7, titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

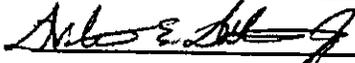
(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: W-3 Construction Company
2. Address of Contractor: 7601 Second Ave.
Detroit, MI 48202
3. Name of Predecessor Entities (if any): _____
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. Contractor was established in 1987 (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.

Walter E. Watson, Jr. (Printed Name) President/CEO (Title)

 (Signature) 5/15/15 (Date)

Subscribed and sworn to before me
this 15th day of May 2015

Vanessa A. Watson
Notary Public, Wayne County, Michigan
My Commission expires: 10/23/16

VANESSA A. WATSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 23, 2016
ACTING IN COUNTY OF Wayne

[View assistance for Search Results](#)

Search Results

Current Search Terms: w3 construction*

Your search for "w3 Construction*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	W3 CONSTRUCTION CO.	Status: Active
DUNS: 151370814	CAGE Code: 3A6E4	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/18/2015	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record

Status

By

Functional

Area - Entity

Management

By

Functional

Area -

Performance

Information

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