

City of Detroit
Office of Inspector General
Investigative Report
OIG Case No. 23-0019-INV
May 16, 2024



Ellen Ha, Esq., CIG
Inspector General

**CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL
INVESTIGATIVE REPORT**

**STAFFING EQUIPMENT EVOLUTION
OIG FILE NO. 23-0019-INV
May 16, 2024**

I. Overview of the Investigation

a. Complaint and Scope of Investigation

On August 28, 2023, the City of Detroit Office of Inspector General (OIG) opened a complaint involving Staffing Equipment Evolution, LLC (SEE). It was alleged that SEE is connected to former City of Detroit contractor Bobby Ferguson. In 2013, Mr. Ferguson was convicted of nine (9) felonies, including racketeering, extortion, and bribery, related to City of Detroit contracts. He was sentenced to 21 years in federal prison but was released in April 2021 on compassionate grounds.¹ The OIG sought to determine if SEE was connected to Mr. Ferguson and, if so, did SEE fraudulently try to conceal his involvement with the company.

While investigating this complaint, the OIG found discrepancies in information submitted by SEE to the City of Detroit during the process to become a prequalified bidder. Therefore, the OIG reviewed SEE's responses and representation made in the prequalification process to determine if any fraudulent misrepresentations were made. As part of our investigation, the OIG obtained information from the City of Detroit Office of Contracting and Procurement (OCP). We also sought documentation from SEE and requested to interview the company's owner, Bianca Bush. However, during the investigation, SEE stopped cooperating with the OIG in violation of the 2012 Charter of the City of Detroit (Charter). Most of the documentation provided by SEE was incomplete or unresponsive to the OIG's request.² Ms. Bush, through her attorney, also refused to be interviewed by the OIG.³

On February 26, 2024, the OIG issued its draft report based on the information and documentation that was made available at the time. The analyses of the information we had led us to conclude that SEE misled OCP and became a prequalified bidder through misleading and fraudulent means. SEE had also been less than transparent and lacked cooperation in its communications with the OIG. As such, we believed it would be in the public's best interest to initiate debarment proceedings against SEE under the City's Debarment Ordinance. Soon after the issuance of the draft debarment report, SEE requested an administrative hearing and began fully cooperating with the OIG.

¹ United States of America v. Bobby W. Ferguson, Case No. 10-20403, Opinion and Order Granting Defendant's Motion for Compassionate Release, April 29, 2021.

² Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023. See also SEE Exhibits 1-7.

³ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha regarding Close Out, December 12, 2023.

It should be noted that the OIG's investigation focused on SEE's potential connection to Bobby Ferguson and the documentation the company submitted to become a prequalified bidder. The OIG did not investigate, evaluate, or make any determinations regarding SEE's quality of work. Further, the OIG was not involved with OCP's October 3, 2024 decision to terminate SEE's contracts for convenience pursuant to Section 11.03 of the contracts.⁴ As such, the OIG's findings shall have no impact on OCP's determination to cancel SEE's contracts.

b. Findings and Recommendations

Based on the evidence collected to date and for the reasons stated in the body of this report, we now make the following findings and recommendations:

- Staffing Equipment Evolution, LLC was misleading in its responses to OCP and did not meet the requisite experience required to become a prequalified bidder. However, OCP sought additional information, which SEE provided, and OCP subsequently prequalified the company. Therefore, based on the new information provided during SEE's administrative hearing, the OIG now finds that it would not be in the public interest to debar SEE.
- Based on the misleading responses submitted by SEE, the OIG recommends that OCP revoke SEE's prequalified bidder status. SEE should be required to reapply before they are eligible to bid on future contracts with the City of Detroit.
- OCP's junior employee improperly prequalified SEE without a thorough review and evaluation of SEE's responses to become a prequalified bidder. The OIG notes however that OCP has subsequently made changes to the process as detailed in this report. As such, the OIG does not have policy recommendations for the OCP at this time.
- Pursuant to Section 6-308 of the City of Detroit Charter, the OIG recommends that OCP refer all questionable contractor submissions to the OIG so we may determine if any fraudulent documentation or information was submitted.

⁴ Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005039- Proposal N Trash Out Release E Group F7, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005044- Proposal N Trash Out Release F Group F12, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005536- Proposal N Trash Out Release G Group G11, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005541- Proposal N Trash Out Release G Group G14, October 3, 2023; and Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005548- Citywide Blight Tree Removal & Trimming, October 3, 2023.

II. Overview of Staffing Equipment Evolution

SEE was formed on May 20, 2021.⁵ The company provides construction debris removal and jobsite cleanup for both residential and commercial sites, civil site work, excavation, underground water and sewage utilities, and residential and commercial demolition including remediation.⁶ SEE is owned by Bianca Bush who also acts as the Chief Executive Officer (CEO).⁷ The Operational Manager of SEE is Jimmy Cooper⁸ and the Secretary is Maurice Hill.⁹ SEE was certified as a Woman-Owned Business Enterprise (WBE) and Minority-Owned Business Enterprise (MBE) by the City of Detroit Civil Rights, Inclusion, & Opportunity Department (CRIO).¹⁰

SEE was awarded four (4) contracts to provide Trash Out Services for the Prop N program after the company became a prequalified bidder through the Office of Contracting and Procurement (OCP).¹¹ The four (4) contracts had a total maximum value of \$399,630.¹² SEE was also awarded one (1) contract to provide tree trimming services for the City of Detroit's General Services Department (GSD). This contract had a maximum value of \$750,000.¹³ Thus, SEE was awarded five (5) City of Detroit contracts with a total maximum value of \$1,149,630.¹⁴ On October 3, 2024, OCP invoked its right to terminate SEE's contracts for convenience pursuant to Section 11.03 of the contracts. The termination was effective October 10, 2023.¹⁵ As

⁵ Staffing Equipment Evolution LLC (SEE) submittal for the City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, References and Citations, pg. 2. See also Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, May 20, 2021.

⁶SEE submittal for RFQQ 181368, Organization and Capabilities, pg. 1.

⁷ Staffing Equipment Evolution LLC Company Biography.

⁸ *Id.*

⁹ Limited Liability Company Certificate of Authority, signed by Maurice Hill on May 1, 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548. Specifically, this contract was between the City of Detroit General Services Department (GSD) and SEE for tree trimming services.

¹⁰ Detroit Business Certification Program Staffing Equipment Evolution, FY 2023-2024.

¹¹ Proposal N for Neighborhoods is a plan to address 16,000 vacant houses in Detroit through rehabilitation or demolition. See <https://detroitmi.gov/departments/housing-and-revitalization-department/proposal-n#:~:text=Proposal%20N%20is%20a%20plan,sold%20to%20a%20deserving%20Detroiter>, accessed on January 2, 2024.

¹² Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541.

¹³ Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract No. 6005548.

¹⁴ Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541. See also Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract No. 6005548.

¹⁵ Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005039- Proposal N Trash Out Release E Group F7, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005044- Proposal N Trash Out Release F Group F12, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005536- Proposal N Trash Out Release G Group G11, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005541- Proposal N Trash Out Release G Group G14, October 3, 2023; and Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush

OCP has the right to terminate the contract under the terms of the contract, the OIG was not involved in the termination.

III. Importance of Cooperation in OIG Investigations

On February 26, 2024, the OIG initiated debarment proceedings and provided a draft copy of our debarment report to SEE, Ms. Bush, and Mr. Cooper, through their attorney, to provide the parties an opportunity to respond to our draft findings.¹⁶ The initiation of debarment proceedings were issued pursuant to the City’s Debarment Ordinance. Based on the review of the evidence the OIG had at the time, the OIG concluded that SEE, Ms. Bush, and Mr. Cooper were not responsible contractors within the meaning of the City’s Debarment Ordinance and that initiating the debarments were in the public interest.

Prior to the OIG initiating the debarment through the draft debarment report, SEE and Ms. Bush did not fully cooperate with the OIG’s investigation. Section 7.5-310 of the 2012 Charter of the City of Detroit (Charter) states that it “shall be the duty of every Public Servant, contractor and subcontractor and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Inspector General in any investigation.¹⁷” It further states anyone who “willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.¹⁸” This requirement and the associated penalty are also incorporated into Article 17 of all City of Detroit contracts.¹⁹ We note, as previously discussed in this report, SEE was awarded five (5) separate contracts with the City of Detroit, all of which contain Article 17.

More specifically, on November 9, 2023, the OIG sent a document request to SEE through their attorney Anthony Adams. The OIG requested information and documentation, which was due by end of business on November 27.²⁰ After requesting an extension to the OIG’s request, on December 4, 2023, SEE did provide some documentation to the OIG. However, based on our review of the information provided by SEE, we found most of the documentation to be incomplete or unresponsive to the OIG’s request.

For example, the OIG requested a list of SEE’s employees. In response, SEE provided the resumes of Ms. Bush, the “Sole Member of SEE” and Jimmy Cooper, Operations Manager as well as the list of workers initially submitted to the City of Detroit.²¹ It was noted that all of

regarding Notice to Terminate City of Detroit Contract No. 6005548- Citywide Blight Tree Removal & Trimming, October 3, 2023.

¹⁶ Pursuant to Section 17-5-357(a)(2) of the Debarment Ordinance, the Inspector General provided written notice of the proposed debarment by both certified mail, return receipt requested, and regular mail to all known interested parties. The notice was also sent via email.

¹⁷ 2012 Charter of the City of Detroit, Section 7.5-310. Cooperation in Investigations; Obstruction.

¹⁸ *Id.*

¹⁹ See Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541. See also Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

²⁰ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

²¹ *Id.*

those employees “are laborers and are hired on a project-by-project basis.²²” The documents did not contain the start dates of the employees, as requested by the OIG. The OIG also requested all of SEE’s building and equipment lease agreements. SEE provided its Rental Agreement for 14365 Wyoming and stated that they have “no equipment leases at the present time.²³”

The OIG also requested information regarding the four (4) references listed in SEE’s submission for RFQ 181368 to verify that SEE performed the services alleged on the reference forms. Specifically, the OIG requested all contracts/ agreements the company had with Carlette Construction, Kink, P & P Group, and New Beginning as well as all invoices for work completed for these companies. In response to this request, SEE provided non-responsive information, including its City of Detroit contracts and invoices, notice of termination letters from the city, and Detroit business certifications as well as its reference forms for Carlette Construction Consulting, P & P Group, and New Beginning. We duly note SEE did not provide any of the contracts/ agreements and invoices that were specifically requested by the OIG. It should also be noted that SEE did not provide any information, including the *Reference Form*, for Kink Construction which is owned by Ms. Bush and her husband.

On December 5, 2023, the OIG emailed Mr. Adams and requested to schedule an interview with Ms. Bush.²⁴ On the same day, Mr. Adams asked the OIG to “provide clarification concerning what your Department is investigating concerning SEE.²⁵” To which, on December 6, 2023, the OIG responded that we are “reviewing SEE’s responses and representations made in the prequalification process to determine if any fraudulent misrepresentations were made.²⁶” The OIG also identified the provisions in the Charter which requires SEE’s cooperation in the OIG investigation.²⁷

Mr. Adams did not respond to the OIG’s December 6, 2023 email. As such, on December 7, 2023, the OIG followed up on the request to interview Ms. Bush and asked for a response by the end of business on December 8.²⁸ On December 11, 2023, after not having received a response from Mr. Adams, the OIG emailed him with a third and final request to schedule an interview with Ms. Bush. The OIG noted in the email that if we did not receive a response from Mr. Adams by the end of business on December 12, we would take that to mean that Ms. Bush decided not to cooperate with our investigation.²⁹

On December 12, 2023, Mr. Adams responded “SEE Company has submitted all documents requested. Without further explanation from you regarding what was supposedly

²² *Id.*

²³ *Id.*

²⁴ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 5, 2023.

²⁵ *Id.*

²⁶ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams, copied to Inspector General Ellen Ha, regarding Clarification concerning SEE OIG Investigation, December 6, 2023.

²⁷ *Id.*

²⁸ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 7, 2023.

²⁹ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 11, 2023.

fraudulently submitted, it doesn't make sense to participate further. I reiterate the 'Star Chamber' nature of these proceedings.³⁰ On December 12, 2023, the OIG replied to Mr. Adams, stating, that the

OIG is an independent city department and had no role in the termination of SEE's contracts. Additionally, please note that the City of Detroit Charter requires that contractors doing business with or seeking to do business with the City of Detroit cooperate with an OIG investigation by providing documents and testimony as requested. Therefore, by choosing not to come in for an interview, your client is not fully cooperating with our investigation.

Further, the purpose of the OIG interview is to give your client a chance to answer questions regarding SEE's responses and representations made in the pre-qualification process before the OIG determines if any fraudulent misrepresentations were made. As such, we are providing your client an opportunity to be heard prior to the finalization of our investigation.³¹

Mr. Adams did not respond to this email. Therefore, in accordance with the City's Debarment Ordinance, the OIG issued the draft debarment report which found that, in addition to failing to cooperate with the OIG, SEE made false and/or misleading statements in order to meet the requirements to become a prequalified bidder, which would enable SEE to work as a Proposal N for Neighborhoods (Prop N) program contractor for the City of Detroit.³²

On March 6, 2024, Mr. Cooper, through Mr. Adams, requested an administrative hearing to address the findings against him, Ms. Bush, and SEE.³³ The hearing was held on April 16, 2024 and gave the parties an opportunity to provide clarification and explanation regarding the issues uncovered during the OIG investigation and identified in the OIG's draft report. In addition to the testimony provided at the administrative hearing, Mr. Cooper provided new documentation that had not previously been provided to the OIG. The hearing transcript as well as all documents provided by SEE to the OIG during the administrative hearing process are attached to this report. It is based on the new information and documentation the OIG received during the administrative hearing which now causes the OIG to amend its findings and determination in the draft report.

³⁰ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha regarding Close Out, December 12, 2023.

³¹ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams, copied to Inspector General Ellen Ha, regarding Close Out, December 12, 2023.

³² Proposal N for Neighborhoods is a plan to address 16,000 vacant houses in Detroit through rehabilitation or demolition. See <https://detroitmi.gov/departments/housing-and-revitalization-department/proposal-n#:~:text=Proposal%20N%20is%20a%20plan,sold%20to%20a%20deserving%20Detroit,> accessed on January 2, 2024.

³³ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha, Deputy Inspector Kamau Marable, and SEE Company regarding Notice of Initiation of Debarment Proceedings against Bianca Bush, March 6, 2024.

The changes to the draft report and resulting rescission of the initiation of debarment proceedings highlight the importance of cooperation by individuals and companies when they are contacted by the OIG. When requested information and documentation are provided, the OIG is able to conduct a more thorough investigation. If parties do not cooperate in our investigation and provide the necessary information to the OIG, it can only negatively impact the parties being investigated by the OIG. Moreover, it is in the public interest for the OIG to obtain all relevant facts to ensure our findings are factually accurate.

IV. Analysis and Findings

a. SEE's Connections to Bobby Ferguson

The OIG found several connections between Bobby Ferguson and SEE, which is owned by his daughter Bianca Ferguson Bush. Based on the evidence collected by the OIG to date, we make the following findings:

- On April 21, 2021, Mr. Ferguson was granted a compassionate release from federal prison.³⁴ Soon thereafter, on May 20, 2021, Ferguson Group V, LLC (Ferguson Group) was incorporated with Bobby Ferguson listed as the resident agent.³⁵ Also on May 20, 2021, SEE was incorporated with Bianca Bush listed as its resident agent.³⁶
- The Ferguson Group and SEE both listed their street address and mailing address as 535 Griswold Street, Suite 111-75 in the companies' Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs (LARA).³⁷ This address is a P.O. Box located in the UPS Store in the Buhl Building which is an impermissible street address pursuant to LARA's rules and regulations.³⁸ According to LARA:

A registered office must be included in the Articles of Incorporation. A registered office is an address in the state of Michigan where the resident agent is available. The registered office must be a physical location, but the mailing address can be a P.O. Box. A corporation must always maintain a current registered office. If the registered office location or mailing address changes, the corporation must file a certificate to change the registered office location or mailing

³⁴ United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Opinion and Order Granting Defendant's Motion for Compassionate Release, April 29, 2021.

³⁵ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for The Ferguson Group V LLC, May 20, 2021. A resident agent is someone who is appointed by the corporation to receive any documents, notices or demands served upon the corporation. See Michigan Department of Licensing and Regulatory Affairs (LARA) Corporations, Securities & Commercial Licensing Bureau, Corporations Division, Common Problems Filing Articles of Incorporation.

³⁶ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for Staffing Equipment Evolution LLC, May 20, 2021.

³⁷ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for The Ferguson Group V LLC, May 20, 2021.

³⁸ <https://locations.theupsstore.com/mi/detroit/535-griswold-street>, accessed on January 11, 2024.

address. A registered office change may also be made on the annual report.³⁹

- The Ferguson Group and SEE also indicated that they both operate out of 14365 Wyoming in Detroit. In a court filing, Mr. Ferguson stated that he was employed by the Ferguson Group located at 14365 Wyoming.⁴⁰ SEE provided a rental agreement to the OIG showing that SEE rented 14365 Wyoming from Four Childrens Enterprises.⁴¹
- Four Childrens Enterprises was incorporated in 1997 by Bobby Ferguson.⁴²
- Several current and/or former SEE employees have close ties to Mr. Ferguson.
 - Several current and/or former SEE employees wrote letters in support of or provided assistance to Mr. Ferguson in 2013 prior to his sentencing.⁴³
 - Another employee listed by SEE in a 2023 submission to the City of Detroit has ties to Mr. Ferguson dating back to at least 2009.⁴⁴ The filing alleges that he assisted Mr. Ferguson in criminal wrongdoing prior to Mr. Ferguson’s conviction in 2013.⁴⁵

However, despite the many connections between Mr. Ferguson and SEE, the OIG was unable to conclude that Mr. Ferguson has a direct or indirect financial or other beneficial interest in SEE at this time.

b. SEE’s Response to Prop N RFQQ

In early 2023, SEE applied to become a prequalified bidder for the Prop N program.⁴⁶ The City of Detroit requires contractors to go through a prequalification process to become eligible to bid on Prop N contracts. The purpose of the Request for Qualifications Quote (RFQQ) is to identify “contractors to be included on the City of Detroit Proposal N Program Trash Out Supplier List” who will then “have the opportunity to bid on City of Detroit Proposal

³⁹ Michigan Department of Licensing and Regulatory Affairs (LARA) Corporations, Securities & Commercial Licensing Bureau, Corporations Division, Common Problems Filing Articles of Incorporation.

⁴⁰ Willie McCormick & Associates, Inc. v. Bobby W. Ferguson, et al., Civil Action No. 12-15460, Application to Proceed in District Court Without Prepaying Fees or Costs, July 24, 2023.

⁴¹ Rental Agreement (Month-to-Month) between Four Childrens Enterprises and Bianca Bush for 14365 Wyoming Street, Detroit, MI 48238 submitted by SEE as Exhibit 3.

⁴² Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization for Four Childrens Enterprises, March 20, 1997.

⁴³ United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Defendant Bobby Ferguson’s Sentencing Memorandum, October 8, 2013, pg. 5-6. See also United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Consolidated Motion and Memorandum in Support for a Hearing to Allow the Defendant Bobby W. Ferguson to be Released on Bond Pending Sentencing, March 22, 2013, pg. 2. See also SEE Employee and Equipment List 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

⁴⁴ SEE Employee and Equipment List 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

⁴⁵ United States v. Bobby W. Ferguson, Michael Woodhouse, Calvin L. Hall, Ferguson Enterprises, Inc., Xcel Construction Services, Inc., and A&F Environmental/ Johnson Construction Services, Case No. 10-20535, February 27, 2012.

⁴⁶ SEE submittal for RFQQ 181368.

N Trash Out work.⁴⁷ The prequalification application “must be signed by an officer or representative of the company who is authorized to bind the company to an agreement obligation with the City.⁴⁸” Jimmy Cooper signed the documentation in SEE’s RFQQ submission as well as all contracts awarded to the company.⁴⁹

SEE was also required to provide references in its response to become a prequalified bidder. As such, SEE identified the following four (4) companies as a reference.

1. Kink Construction, LLC
2. New Beginnings Landscaping
3. Carlette Construction Consulting
4. P & P Group, Inc.⁵⁰

Kink Construction, LLC

SEE listed Kink Construction LLC (Kink), a California based company, as one of its references.⁵¹ The RFQQ 181368 *Reference Form (Reference Form)* completed by SEE indicated that, between 2021 and 2022, SEE provided “consulting services regarding construction services, site restoration, demo of structures interior and exterior, trash hauling of demo debris and administrative services insurance and bonding.⁵²” Dustin Bridges was listed as the owner of Kink as well as the contact person who could verify the information provided by SEE.⁵³ However, Kink is actually co-owned by SEE owner Bianca Bush and her husband Dustin Bush.⁵⁴ During the administrative hearing, Mr. Cooper claimed that “Dustin Bridges” was a typo and that he meant to list “Dustin Bush.⁵⁵”

On April 20, 2022, an OCP Procurement Assistant sent a message to Kink’s general email address with specific questions about the work completed by SEE.⁵⁶ On April 22, 2022, Dustin L. Bush responded to OCP. He stated that “SEE did perform work for [Kink] at 3 different properties. [Kink] would be happy to recommend them for future work with the City of Detroit.⁵⁷” Mr. Bush listed three (3) properties, all located in Detroit, in which SEE allegedly

⁴⁷ RFQQ 181368, Section 1: Program Goals and Objections, pg. 5.

⁴⁸ RFQQ 181368, Section 6: Submission Requirements and Instructions, pg. 8.

⁴⁹ SEE submittal for RFQQ 181368. See also Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, 6005541, and 6005548.

⁵⁰ SEE submittal for RFQQ 181368.

⁵¹ California Secretary of State LLC Registration- Articles of Organization for Kink Construction LLC, July 1, 2021. See also <https://kink.ac/>, accessed on January 25, 2024.

⁵² SEE submittal for RFQQ 181368, Reference Form Kink Construction LLC, pg. 61.

⁵³ *Id.*

⁵⁴ See <https://kink.ac/meet-the-team/>, accessed on January 25, 2024. See also Westlaw Edge PeopleMap Report for Bianca Bush.

⁵⁵ City of Detroit Office of Inspector General Administrative Hearing Transcript, In the Matter of: OIG Case No. 2023- 0019-INV Staffing Equipment Evolution, April 16, 2024 at pg. 24.

⁵⁶ SEE submittal for RFQQ 181368, Email from OCP Procurement Assistant II Gwen Wallace to admin@kink.ac regarding Reference Check Staffing Equipment Evolution (SEE), April 20, 2022, pg. 63.

⁵⁷ SEE submittal for RFQQ 181368, Email from Kink owner Dustin Bush to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 22, 2022, pg. 62.

performed concrete removal and replacement, stripping of topsoil and grading, debris removal, and excavation and pipe installation.⁵⁸

New Beginning Landscaping

In addition to Kink, SEE identified New Beginning Landscape (New Beginning) as a reference in its RFQQ 181368 submission. The *Reference Form* submitted by SEE stated that, from 2000 to 2022, “the staffing of Staffing Equipment Evolution LLC, ‘SEE’ has worked with the above landscape company for over 20 years, both firms are second and third generations minority owned firms. The Staff of SEE has performed clean up of debris, stump and tree removals, and complete site clean-ups for New Beginning Landscape.⁵⁹” A list of 19 properties in which SEE’s “experienced staff” removed and hauled away debris was also included.⁶⁰ It should be noted that the list of properties provided were actually demolished by Gayanga Co. (Gayanga), a prequalified demolition bidder for the City of Detroit. New Beginning owner Maurice Hill was listed as the contact person who could verify that SEE performed the services listed.⁶¹

On March 29, 2022, an OCP Procurement Assistant sent an email to Mr. Hill with questions regarding the work allegedly completed by SEE.⁶² On April 6, 2022, Mr. Hill confirmed that SEE performed work at 5470 St. Aubin, Detroit which is the business address for New Beginning.⁶³ He stated that SEE “cleaned out the office space and shop area of all the brick wall that was there. Also wood framing [was] done [and] they also cleaned exceptionally well and hauled away it[. It] was expected to take 4 days [but] it was completed in 2 days [and] all the trees and fence and grading was done in the same time frame very professional and I’d refer to anyone.⁶⁴”

Additionally, RFQQ 181368 requires potential contractors to detail their crew capacity which determines how much work a contractor is eligible to have under contract at any given time.⁶⁵ Each crew must contain four (4) people and contractors are required to identify those individuals and their position on their assigned crew.⁶⁶ SEE listed Mr. Hill as the driver for their second crew.⁶⁷ However, he is also SEE’s secretary and thus has the “authority to execute

⁵⁸ *Id.*

⁵⁹ SEE submittal for RFQQ 181368, Reference Form New Beginning Landscape, pg. 68.

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² Email from OCP Procurement Assistant II Gwen Wallace to Maurice Hill regarding Reference Check Staffing Equipment Evolution, March 29, 2022.

⁶³ SEE submittal for RFQQ 181368, Equipment Lease Agreement, pg. 15 and State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁶⁴ SEE submittal for RFQQ 181368, Email from New Beginning Landscape owner Maurice Hill to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 6, 2022, pg. 56.

⁶⁵ City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, Section 2: Minimum Qualifications, pg. 5.

⁶⁶ *Id.*

⁶⁷ SEE submittal for RFQQ 181368, Crew List, pg. 9.

and commit the Company to conditions, obligations, stipulations and undertakings” in contracts between SEE and the City of Detroit.⁶⁸

The RFQQ also required interested contractors to provide a list of their equipment and evidence of insurance.⁶⁹ As a part of their submission to OCP, SEE provided a copy of its *Equipment Lease Agreement* with New Beginning.⁷⁰ On May 9, 2022, SEE entered into an agreement with New Beginning to lease a 2022 GMC Sierra 2500 pickup truck. It was a 12 month lease in which SEE agreed to pay New Beginning \$600 a month. The *Equipment Lease Agreement* was signed by Maurice Hill on behalf of New Beginning and Bianca Bush on behalf of SEE.⁷¹ SEE submitted the proof of insurance which showed that the GMC Sierra was insured by New Beginning.⁷² This truck was also listed as the vehicle that would be used by the second crew to which Mr. Hill was identified as a SEE employee.⁷³

Carlette Construction

Carlette Construction Consulting (Carlette Construction) was also identified by SEE as a reference in its RFQQ submittal.⁷⁴ Carlette Construction owner Ernie Williams was listed as the point of contact. The *Reference Form* submitted by SEE stated that, from 1998 to 2021, “Staffing Equipment Evolution’s staff has worked with Mr. Williams for over 2 decades [doing] debris removal, site excavation, and excavation of foundations and site restoration.”⁷⁵

An OCP Procurement Assistant sent an inquiry to Carlette Construction’s general email address with specific questions about the about the services SEE detailed that it performed on the *Reference Form*. On April 5, 2022, Carlette Construction Project Manager Ronald Williams responded to OCP’s questions.⁷⁶ He stated that SEE performed all work on schedule and per specifications. He also stated that SEE removed overgrown material and external debris at properties in Detroit and Ferndale.⁷⁷

SEE listed Ronald Williams, a project manager for Carlette Construction. However, Mr. Williams was also listed as a SEE employee and, more specifically, as the driver for SEE’s first

⁶⁸ Limited Liability Company Certificate of Authority, signed by Maurice Hill on May 1, 2023.

⁶⁹ OCP RFQQ 18168, Section 2: Minimum Qualifications, pg. 5.

⁷⁰ SEE submittal for RFQQ 181368, Equipment Lease Agreement between Staffing Equipment Evolution, LLC and New Beginning Landscape Services LLC for 2022 GMC Sierra 2500 Pickup, pg. 14.

⁷¹ SEE submittal for RFQQ 181368, Equipment Lease Agreement, pg. 15 and State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁷² SEE submittal for RFQQ 181368, State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁷³ SEE submittal for RFQQ 181368, Crew List, pg. 9.

⁷⁴ SEE submittal for RFQQ Reference Form Carlette Construction Consulting, pg. 57.

⁷⁵ *Id.*

⁷⁶ SEE submittal for RFQQ, Email from Carlette Construction Project Manager to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 5, 2022, pg. 58. See also <https://www.linkedin.com/in/ronald-williams-3b6a8142/>.

⁷⁷ SEE submittal for RFQQ, Email from Carlette Construction Project Manager to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 5, 2022, pg. 58. Mr. Williams’ response stated that SEE performed work at 20202 Appoline, 9646 Whitcomb, 14551 Asbury Park, and 18010 Littlefield in Detroit as well as 2000 Eight Mile Road in Ferndale.

crew.⁷⁸ SEE was also required to provide a list of their equipment and evidence of insurance.⁷⁹ One of the trucks that SEE stated would be used by their company was a 2021 Ram pickup truck.⁸⁰ This truck was registered to and insured by Carlette Construction.⁸¹ Also, this Ram truck was assigned to crew one where Mr. Williams was the listed driver.⁸² Despite SEE's purported use of this vehicle, SEE did not provide the OIG with any type of lease agreement for the Ram truck as requested by the OIG.⁸³

P&P Group

The last reference that SEE provided to OCP was P&P Group. The *Reference Form* submitted by SEE stated that, from 2021 to 2022, SEE provided "consulting services regarding construction services, site restoration, demo of structures interior and exterior, trash hauling of demo debris and administrative services insurance and bonding."⁸⁴ P&P Group owner Priest Price was listed as the contact person who could verify that SEE performed the services listed on the *Reference Form*.⁸⁵ On March 30, 2022, an OCP Procurement Assistant sent an email to P&P Group's general email address with questions regarding the work allegedly completed by SEE.⁸⁶ On April 1, 2022, P&P Group responded from the company's general email stating that they were "not familiar with Staffing Equipment Evolution."⁸⁷

During the administrative hearing, Mr. Cooper stated that SEE provided "consulting services regarding construction services site."⁸⁸ He then clarified that he knew the owner of P & P Group and did consulting work for him at various times over the years. However, SEE as a company did not do any work for P&P Group.⁸⁹

i. Analysis of References provided by SEE

The OIG finds that SEE made misleading statements to OCP to become a prequalified bidder for the City of Detroit Prop N program. For example, SEE provided a reference from P&P Group indicating that SEE provided services for them. However, there is no evidence that SEE ever did any type of work for P&P Group. It is also unclear why SEE would provide a

⁷⁸ City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, Section 2: Minimum Qualifications, pg. 5. See also Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁷⁹ OCP RFQQ 18168, Section 2: Minimum Qualifications, pg. 5.

⁸⁰ Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁸¹ SEE submittal for RFQQ, Michigan Registration and Certificate of No-Fault Insurance- Michigan, pgs. 21-22.

⁸² Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁸³ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

⁸⁴ SEE submittal for RFQQ Reference Form P&P Group, pg. 65.

⁸⁵ *Id.*

⁸⁶ SEE submittal for RFQQ, Email from OCP Procurement Assistant II Gwen Wallace to P&P Group (info@gopandpgroup.com) regarding Reference Check Staffing Equipment Evolution, March 30, 2022, pg. 67.

⁸⁷ SEE submittal for RFQQ, Email from P&P Group (info@gopandpgroup.com) to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution, April 1, 2022, pg. 67.

⁸⁸ Administrative Hearing Transcript at pg. 39.

⁸⁹ Administrative Hearing Transcript at 39-42.

reference for work for a company that is not familiar with SEE and therefore could not verify that SEE performed satisfactory work.

The other references provided by SEE were companies that were directly affiliated with SEE's listed employees. For example, SEE indicated that they performed services for Kink at three (3) Detroit properties.⁹⁰ In this instance, one company owned by Ms. Bush (Kink) provided a reference for another company owned by Ms. Bush (SEE). Thus the reference provided by Kink cannot provide an unbiased and independent verification of SEE's ability to perform work in a satisfactory manner.

In addition, SEE stated that the company did work for Kink, not SEE's staff, after SEE had been formed in 2021 and 2022. However, the OIG was unable to substantiate that SEE, as a company, in fact, performed any work for Kink at the addresses provided by Mr. Bush.⁹¹ On November 9, 2023 and again on April 17, 2024, the OIG requested that SEE provide all contracts, agreements, and invoices related to the work SEE allegedly performed for Kink.⁹² No such documentation was provided to the OIG. We note however that , at the April 16 administrative hearing, Mr. Cooper clarified that SEE's staff, not SEE, performed work for Kink. Mr. Cooper believes the work provided to Kink was performed by Bobby Ferguson, Jr. and possibly another person. However, SEE did not provide any information that Bobby Ferguson, Jr. was ever a paid SEE employee.⁹³ Mr. Cooper further stated that "SEE didn't get any work until 2023. The staff of SEE, the staffing people had to eat, because we couldn't get anything until we got word."⁹⁴

New Beginning and Carlette Construction were the other references provided by SEE during the prequalification process. Both references indicated that SEE's "staff" performed the services listed in the reference forms over the last two (2) decades. However, SEE was not formed until 2021. Mr. Cooper explained that SEE, as a company, did not complete the work. In relation to the New Beginning reference, SEE provided a list of 19 properties in which SEE's "experienced staff" removed and hauled away debris was also included.⁹⁵ It was stated during the administrative hearing that James Ferguson completed the work on the 19 properties when he was an employee of Gayanga.⁹⁶ On May 2, 2024, the OIG requested that SEE provide documentation that James Ferguson was a SEE employee because they were using his experience to become prequalified.⁹⁷ However, no such documentation was provided.⁹⁸ In relation to Carlette, Mr. Cooper explained that he did consulting work for Carlette

⁹⁰ SEE submittal for RFQQ 181368, Email from Kink owner Dustin Bush to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 22, 2022, pg. 62.

⁹¹ The addresses provided were 223 Horton, 19575 Argyle Crescent, and 13592 Appleton.

⁹² Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

⁹³ Administrative Hearing Transcript at pg. 26-27.

⁹⁴ Administrative Hearing Transcript at pg. 27.

⁹⁵ *Id.*

⁹⁶ Administrative Hearing Transcript at pg. 33.

⁹⁷ Email from Jennifer Bentley to Anthony Adams, copied to Ellen Ha, Kamau Marable, and Jimmy Cooper regarding OIG Follow-up Request, May 2, 2024.

⁹⁸ Email from Anthony Adams to Jennifer Bentley regarding Follow Up Responses, May 13, 2024.

Construction.⁹⁹ However, the reference form says “[doing] debris removal, site excavation, and excavation of foundations and site restoration¹⁰⁰” and does not mention any consulting work.

Further, New Beginning’s owner Maurice Hill and Carlette Construction project manager Ronald Williams responded to OCP’s inquiries about the references and stated that SEE staff performed satisfactory work. As stated above, both of these individuals were listed as SEE employees and as providing equipment in SEE’s RFQQ prequalification submission. SEE explained to the OIG that employees listed in its RFQQ response “are hired on a project-by-project basis.¹⁰¹” Because Mr. Hill and Mr. Williams have ties to SEE, including in their capacity as employees and equipment providers, the OIG finds that these references are not an unbiased and independent verification of SEE’s ability to perform work in a satisfactory manner. Additionally, SEE stated that “staff” were the individuals who provided the services which is misleading as it does not make clear that SEE as a company did not do the work.

During the administrative hearing, SEE’s attorney stated that SEE was a “startup company.” As such, SEE “relied upon the experience of people who worked for other companies. That’s what they brought to the table. This is not a situation where you have an established company that can submit and support itself through work they performed.” The attorney further clarified that SEE was a startup company “that’s using recommendations and references from the people who work there to qualify for the work.¹⁰²”

However, OCP has stated that an employee’s experience does not make up for a company’s lack of experience. The company must have some experience to become prequalified. OCP also clarified that Prop N was designed, in part, to help companies based in Detroit, companies that hire Detroiters, and those new to doing business with the City. It was not designed for brand new companies looking to get city work.¹⁰³ It should be noted that during the year and a half prequalification process, SEE did some “landscaping and light stuff¹⁰⁴” but did not attempt to do any of the work SEE was trying to obtain its prequalification for. Mr. Cooper stated that SEE was only formed to do work for the City of Detroit.

c. Documentation Provided at Administrative Hearing

The OIG’s findings in the draft report and initiation of debarment proceeding were supported by OCP’s position that they do not allow work performed by an employee at a different company to count toward the new company’s experience.¹⁰⁵ OCP is “looking for [a]

⁹⁹ Administrative Hearing Transcript at pg. 36.

¹⁰⁰ *Id.*

¹⁰¹ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley , copied to client, re: Staffing Equipment Evolution, LLC (“SEE”) Company Submission, December 4, 2023.

¹⁰² Administrative Hearing Transcript at, pg. 28.

¹⁰³ OIG Meeting Notes regarding 23-0019-INV, April 30, 2024. The meeting was attended by Chief Procurement Officer Sandra Stahl, Deputy Director of Procurement Toni Limmitt, Corporation Counsel Conrad Mallet, Inspector General Ellen Ha, Deputy Inspector General Kamau Marable, and OIG Attorney Jennifer Bentley.

¹⁰⁴ Administrative Hearing Transcript at pg. 43.

¹⁰⁵ Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution, January 5, 2024.

vendor's experience not an individual.¹⁰⁶ However, at the administrative hearing, SEE provided new documentation to the OIG that had not been previously provided by SEE or OCP. It is these documents that ultimately persuaded the OIG to amend its findings and recommendations for the final report.

SEE provided an email from an OCP Procurement Assistant who flagged issues with SEE's prequalification submission. The OCP Procurement Assistant requested that SEE provide an explanation of its affiliation with Gayanga, in general, as well as the commercial properties that were demolished by Gayanga. SEE was also asked "to provide an explanation of the years of experience discrepancy (Reference document suggests 22 years, LLC indicates one-year in business).¹⁰⁷"

Mr. Cooper sent an undated letter, which he stated was sent around December 13, 2022,¹⁰⁸ to the OCP Procurement Assistant on behalf of SEE seemingly in response to the above email. It stated that

Staffing Equipment Evolution (SEE) has not affiliation with Gayanga, or are we associated with any other contractors. Mr. James Ferguson, the supervising employee of SEE was previously employed by Gayanga; and for us to in compliance with obtaining a City of Detroit Wrecking License, the City required the following, three (3) year Foreman-Superintendent-Supervisor experience. James has over 20 years of experience, yet his last (3) years of experiences was his employment as a Foreman- supervisory at Gayanga. Therefore, the only reason that SEE submitted those commercial properties was because they are associated with our supervisor James last three years experience.¹⁰⁹

Mr. Cooper also explained the experience discrepancy. He stated that he has "well over 22 years experience in the construction industry, residential and commercial."¹¹⁰ Mr. Cooper also noted that he was a business manager for a labor union where he represented "over 3,000 men and women on construction projects."¹¹¹ Further, SEE's owner Bianca Bush "has a Bachelor of Science in Architecture and a Construction Science Minor."¹¹² She also "obtained a City of Detroit Wrecking License."¹¹³ Mr. Cooper's letter concluded by stating "our references submitted identifies several other companies, New Beginning Landscape and Carlette Construction Consulting, that Staffing Equipment Evolution presently works for and that our

¹⁰⁶ *Id.*

¹⁰⁷ Email from OCP Procurement Assistant II Gwen Wallace to SEE Company, copied to OCP employees Bernadette Walker and Kelly Trammell and COD Demo Info, regarding Trash Out Committee Response_SEE, dated October 26, 2022.

¹⁰⁸ Administrative Hearing Transcript at pg. 34.

¹⁰⁹ Letter from SEE Jimmy Cooper to OCP Procurement Assistant II Gwen Wallace, copied to OCP employee Bernadette Walker and SEE owner Bianca Bush, regarding Trash Out Committee Response_SEE.

¹¹⁰ *Id.*

¹¹¹ *Id.*

¹¹² *Id.*

¹¹³ *Id.*

staff has worked with over the past 22 years.¹¹⁴ Sometime after OCP received this letter, they were approved as a prequalified bidder.

On April 30, 2024, the OIG met with OCP leadership regarding the new documentation provided by SEE during the administrative hearing. It was reiterated during the meeting that an employee's experience does not make up for a company's lack of experience. The company must have at least some experience and proof of satisfactory work to become prequalified. However, OCP acknowledged that SEE was approved as a prequalified bidder by a junior employee after she received the letter from Mr. Cooper addressing OCP's concerns.

As such, based on the new information provided during the administrative hearing and in our meeting with OCP leadership, the OIG finds that SEE's misleading statements do not meet the requirements of a debarment as outlined in the City of Detroit Debarment Ordinance. However, the OIG finds that, despite OCP's initial approval through a junior employee, SEE's prequalification submission was misleading at best and possibly fraudulent. Therefore, the OIG recommends that SEE's prequalified bidder status be revoked and the company should be required to reapply before they are eligible to bid on future contracts with the City of Detroit.

V. Changes Made by OCP

OCP identified issues with its prequalification process after the issues with SEE were identified. Therefore, OCP implemented a new *Reference Check Policy* after the issues with SEE's references were identified. The updated policy was put in place to ensure that references are carefully and systematically reviewed. OCP Contract Procurement Specialists (CPS) or Procurement Assistants (PA) is now required to do the following:

Prepare Questions: Develop a set of standardized questions to ask each reference for consistency prior to the release of the bid. The questions address the vendor's communication skills, problem-solving abilities, and their overall satisfaction with the vendor's performance and if they would recommend or higher the vendor again. CPS or PA will ask if the project was within the budget, did the vendor meet the schedule, and/or if they had any change order or issues. Questions could vary based on the commodity.

When the reference form is received: CPS or PA Contact References: Reach out to the provided references via phone or email. CPS/PA will clearly identify themselves and their role in the Procurement department. CPS/PA will ask specific questions related to the vendor's performance, reliability, quality of products/services, and adherence to deadlines.

Check Credentials: Verify the credentials of the references to ensure they are legitimate and have a relevant association with the vendor. Cross-check the information provided with any publicly

¹¹⁴ *Id.*

available data or industry databases such as LARA and visit websites, use Google to view review. Review any before & after pictures.

Document Responses: Record detailed responses from the references. Note any positive feedback, concerns, or issues raised by the references.

Compare Responses: Compare responses across different references to identify common themes or areas of concern. Pay attention to any consistent patterns that may influence the decision-making process.

Follow Up: If there are any ambiguous or concerning responses, the CPS/PA will following up with the references for clarification. They will address any specific concerns or seek additional information as needed.

Documentation and Reporting: The CPS/PA should document the entire reference verification process with the date and time the call or visit was made. Attach the information with the bid documents. CPS will summarize the feedback received from references and share with the evaluation committee during the evaluation. The CPS should consider the overall satisfaction, reliability, and performance of the vendor as reported by their references.¹¹⁵

Based on the proactive steps taken by OCP in this instance, the OIG does not have any additional policy recommendations for the OCP at this time.

VI. Conclusion

Based on the evidence collected during the OIG investigation and as detailed in this report, we find that SEE's submission to OCP to become a prequalified bidder was, at minimum, misleading. However, because OCP approved their submission after requesting and receiving clarification, we now determine that SEE's misleading statements do not meet the requirements of a debarment as outlined in the City of Detroit Debarment Ordinance. It should also be noted that the OIG would not have initiated debarment proceedings through our February 26 draft report had SEE fully cooperated with the OIG's investigation and provided all relevant documentation.

¹¹⁵ Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding OCP Reference Check Policy, January 25, 2024.



**CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL**

Ellen Ha, Esq., CIG
Inspector General

Kamau C. Marable, MA., CIG
Deputy Inspector General

March 11, 2024

VIA Certified Mail, Regular Mail, and Email

Anthony Adams, Esq.
Marine Adams Law PC
21 Kercheval Avenue
Suite 225
Grosse Pointe Farms, MI 48236

**RE: OIG Case No. 23-0019-INV
Notice of Administrative Hearing for Jimmy Cooper**

Dear Mr. Adams:

An administrative hearing for the above-reference matter has been scheduled for **Tuesday, April 16, 2024 at 10am** at the Detroit Office of Inspector General (OIG) located at

OIG Conference Room
615 Griswold, Suite 1230
Detroit, MI 48226

The purpose of the administrative hearing is to give you an opportunity to present testimony and any supporting information you would like the OIG to consider in making a final determination. Any written response must be accompanied by a notarized affidavit attesting to the veracity of the statement under oath. The administrative hearing is not an adversarial process and shall not be conducted as such. The submission of information is not limited by the Michigan Rules of Evidence.

Please keep in mind that the OIG is not trying to prove its case against your client. Therefore, the OIG does not present its case or call any witnesses. The hearing is your client's opportunity to present any additional testimony or evidence that shows information in the OIG's draft memorandum is inaccurate. The Inspector General will take that information under consideration and amend the draft memorandum as necessary and required by the evidence.

Additionally, the investigation is still considered open until a final memorandum is issued by the OIG which occurs after the administrative hearing. Therefore, Section 7.5-313 of the City of Detroit Charter requires that "all investigative files of the Office of Inspector General shall be confidential and shall not be divulged to any person or agency." The only exception is that you may share the draft memorandum with your client.



**CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL**

Ellen Ha, Esq., CIG
Inspector General

Kamau C. Marable, MA., CIG
Deputy Inspector General

**If you plan on calling any witnesses, please provide their names as well as their role/
purpose at least five (5) business days in advance of the scheduled hearing date.**

Included with this letter is the OIG Hearing Information Sheet on what to expect regarding the hearing. Also attached is a copy of the Administrative Hearing Rules. Should you have any questions about the hearing process, you may contact Jennifer Bentley, Attorney for the OIG, at bentleyj@detoig.org or (313) 628-5758.

Very truly yours,

Ellen Ha, Esq., CIG
Inspector General

w/ Attachment: OIG Administrative Hearing Rules
 OIG Hearing Information Sheet



CITY OF DETROIT OFFICE OF INSPECTOR GENERAL

Ellen Ha, Esq., CIG
Inspector General

Kamau C. Marable, MA., CIG
Deputy Inspector General

OIG HEARING INFORMATION SHEET

Before the hearing:

- You and your attorney, if you choose to hire one, may provide a written response, including any supporting information, which is relevant to the OIG draft memorandum.
- You or your attorney must submit a witness list, including the names and purpose of each witness, at least 5 business days in advance of the hearing.
- You are responsible for requesting and arranging for the attendance of any witnesses you would like to call during your hearing.
- The OIG **does not** provide its investigative file prior to the hearing or at the hearing. The draft memorandum clearly details the evidence relied upon in making its initial determination. The purpose of the hearing is for you to present new evidence or testimony in response to the OIG draft findings.
- The Administrative Hearing must be **held** within 45 calendar days of the OIG receiving the written request for a hearing.

At the hearing:

- The Inspector General reads a basic statement of facts regarding your case as well as the areas in which the OIG was critical of you and/or your department's actions.
- You and/or your attorney may make an opening statement.
- You and/or your attorney, if you have one, may question any witnesses, including you, and submit evidence.
- OIG staff may also ask questions of you as well as any witnesses you call. The purpose of this is to ensure the OIG has all of the necessary facts to conclude its investigation.
- All questions are answered under oath.
- All information presented must be related to the OIG's draft findings.
- The hearing is informal but a court reporter is present. A copy of the transcript will be included with the OIG's final memorandum along with any other documentation you submit related to the OIG's draft memorandum.

After the hearing:

- Within thirty (30) days of the hearing or within ninety (90) days of the hearing if the OIG determines that additional information or investigative action is required, the OIG will



CITY OF DETROIT OFFICE OF INSPECTOR GENERAL

Ellen Ha, Esq., CIG
Inspector General

Kamau C. Marable, MA., CIG
Deputy Inspector General

provide you, and your attorney, if you have one, with a copy of the final memorandum and close its investigative file.

- The final memorandum will include the notice of hearing, responses from all affected parties, all documents submitted by the affected parties, and a transcript of the hearing.

4/16/2024

CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL

IN THE MATTER OF:

OIG CASE NO. 2023-0019-INV

Staffing Equipment Evolution

PAGE 1 TO 61

ADMINISTRATIVE HEARING

Tuesday, April 16, 2024

at approximately 10:00 a.m.

Page 2

1 PRESENT:
 2 ELLEN HA, Inspector General
 3 KAMAU MARABLE, Deputy Inspector General
 4 JENNIFER L. BENTLEY, Attorney
 5 615 Griswold, Suite 1230
 6 Detroit, MI 48226-3994
 7 Appearing on behalf of the City of Detroit,
 Office of Inspector General

8
 9 ANTHONY ADAMS, ESQ.
 10 Marine Adams Law, PC
 11 21 Kercheval, Suite 225
 12 Grosse Pointe Farms, MI 48236
 13 Appearing on behalf of SEE.

14
 15 ALSO PRESENT:
 16 JIMMY COOPER

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Page 3

1 WITNESS INDEX	PAGE
2 Jimmy Cooper	11
3	
4 EXHIBIT INDEX	PAGE
5 EXHIBIT A Jimmy Cooper Resume	13
6 EXHIBIT B MDOT Bridge Painting Certificate	14
7 EXHIBIT C SSPC License	15
8 EXHIBIT D Letter to Cooper from Gutting	16
9 EXHIBIT E Bianca Bush Resume	17
10 EXHIBIT F OIG Debarment Report	21
11 EXHIBIT G Cooper Trash Out Committee Response	32
12 EXHIBIT H Reference Form	38
13 EXHIBIT I 12/19/2018 OIG Report	45
14 EXHIBIT J 3/8/21 OIG Report	45
15 EXHIBIT K Detroit News Article	46
16 EXHIBIT L Bridge Magazine Article	48
17 EXHIBIT M Oracle Guidelines	48
18 EXHIBIT N Letter to Wallace from Cooper	50
19	
20 (Exhibits attached to transcript.)	
21	
22	
23	
24	
25	

Page 4

1 Detroit, Michigan
 2 Tuesday, April 16, 2024
 3 THE INSPECTOR GENERAL: Today is Tuesday,
 4 April 16, 2024. For the record, this is an
 5 Administrative Hearing in the matter of the Office of
 6 Inspector General -- from here on will be referenced as
 7 the OIG -- File Number 23-0019-INV, which pertains to
 8 debarment of Staffing Equipment Evolution also known as
 9 SEE, Bianca Bush and Jimmy Cooper.
 10 Please note that in accordance with the
 11 OIG Administrative Hearing Rules, this hearing is being
 12 transcribed by the court reporter who is present today.
 13 Before we begin, may I have appearances from
 14 everyone?
 15 MR. ADAMS: Good morning. My name is
 16 Anthony Adams, P33695, appearing on behalf of SEE.
 17 MR. COOPER: My name is Jimmy Cooper. I'm
 18 the Operations Manager of Staffing Equipment.
 19 MS. BENTLEY: Jennifer Bentley, attorney for
 20 the OIG.
 21 DEPUTY INSPECTOR GENERAL: Kamau Marable,
 22 Deputy Inspector General, City of Detroit.
 23 THE INSPECTOR GENERAL: Ellen Ha, Inspector
 24 General.
 25 I also have a couple of housekeeping matters

Page 5

1 that need to go on the record.
 2 First, the record should reflect that we are
 3 holding this hearing in accordance with Section 7.5-311
 4 of the 2012 Charter of the City of Detroit and pursuant
 5 to the OIG's Administrative Hearing Rules. The hearing
 6 is being held at the request of Mr. Jimmy Cooper, who is
 7 represented by legal counsel today; and, as such, a
 8 written notice for the hearing was sent to Mr. Cooper's
 9 attorney on March 11th via e-mail and via certified and
 10 regular mail on March 24th.
 11 MR. COOPER: I have a question. I'm here on
 12 behalf of Staffing Equipment Evolution.
 13 THE INSPECTOR GENERAL: Yes.
 14 MR. COOPER: Okay.
 15 THE INSPECTOR GENERAL: By way of context,
 16 after the OIG was made aware that SEE is connected to a
 17 former city contractor, Bobby Ferguson -- who is now
 18 debarred from working for the City until March 11,
 19 2033 -- the City of Detroit opened a complaint on August
 20 28, 2023 to determine if SEE was indeed connected to
 21 Mr. Ferguson; and, if so, whether SEE fraudulently
 22 concealed Mr. Ferguson's involvement with SEE so that
 23 SEE could secure a contract with the City. The OIG was
 24 unable to definitively conclude that Mr. Ferguson has
 25 any direct control of SEE or any financial interest in

Page 6

1 SEE. However, during our investigation the OIG did
 2 find several discrepancies in the information SEE
 3 submitted to the City in order to become a
 4 pre-qualified bidder, so we looked further into SEE's
 5 responses and representations made to the City during
 6 the pre-qualification process to determine if SEE made
 7 fraudulent misrepresentations to the City in order to
 8 become a pre-qualified bidder for the City's Prop N
 9 Program.

10 Sometime during this investigation SEE
 11 stopped cooperating with the OIG's investigation by
 12 providing incomplete and unresponsive information and
 13 documentation to OIG's request. In addition, SEE's
 14 owner, Bianca Bush, through her attorney -- who also
 15 represents SEE and all of its employees -- refused to be
 16 interviewed by the OIG. Therefore, based on the
 17 information and documentation that the OIG had as of
 18 February 26, 2024, the OIG issued an 18-page draft
 19 Debarment Report which laid out its findings to support
 20 debarment of SEE, Ms. Bush and Mr. Cooper.

21 In accordance with the City's Charter and the
 22 Debarment Ordinance in the OIG's Administrative Hearing
 23 Rules: One, the draft was sent to Mr. Adams, attorney
 24 for SEE, Ms. Bush and Mr. Cooper for their review and
 25 response; and, two, as such, we are holding today's

Page 7

1 Administrative Hearing pursuant to a request made by
 2 Mr. Cooper on behalf of SEE.

3 So that there is no misunderstanding of what
 4 the purpose of today's hearing is, I will outline the
 5 purpose and the rules of the hearing. First, it is
 6 important to note that this hearing is not for the
 7 Office of Inspector General to present, defend or discuss
 8 its finding contained in the draft report. Second, this
 9 is not a legal or adversarial proceeding; therefore,
 10 neither the Michigan Court Rules nor the Michigan Rules
 11 of Evidence apply in this proceeding. The only rules
 12 that apply in this proceeding is the OIG's Administrative
 13 Hearing Rules, a copy of which was previously sent to
 14 Mr. Adams. The sole purpose of today's hearing is to
 15 provide SEE, Ms. Bush and Mr. Cooper with an opportunity
 16 to either refute or dispute any factual findings made
 17 against SEE, Ms. Bush and Mr. Cooper in the OIG's draft
 18 report dated February 26, 2024. In particular, we are
 19 holding today's hearing so that Mr. Cooper may represent
 20 and present additional and/or new evidence related to
 21 the OIG's draft findings that would support a reversal
 22 in part or to make corrections on the OIG's findings
 23 made in the draft report.

24 After the hearing today, the OIG will re-review
 25 and reconsider all the testimony and evidence provided to

Page 8

1 date, including what was presented today, and make any
 2 necessary changes or adjustments, if any, to the draft
 3 report before issuing a final. In the event the OIG
 4 has additional questions or requires additional documents
 5 after today's hearing -- so, for example, if you provide
 6 us with new information today which we were not made
 7 privy to before we issued the draft report, and in the
 8 event we have additional questions, we will be asking
 9 you additional questions; or if you reference a piece of
 10 document or information that you forgot to bring today,
 11 we may ask you provide the same after today's hearing.

12 After we finalize the report, the OIG will
 13 publish the report, which will include the following:
 14 A copy of any documents submitted during
 15 today's hearing, including any substantive
 16 correspondences between the OIG and Mr. Cooper and/or
 17 his attorney, and a copy of the transcript of today's
 18 hearing along with any and all exhibits submitted and
 19 marked today.

20 Mr. Adams, do you or your client have any
 21 questions about what I just said or have any concerns
 22 that you want to put on the record today?

23 MR. ADAMS: Well, obviously, we have a lot
 24 of concerns with this entire process. It started off
 25 essentially as a witch hunt from the City of Detroit

Page 9

1 through Corporation Counsel Conrad Mallett, who had the
 2 audacity to suggest that Bobby Ferguson was tied in
 3 with the SEE company without any proof presented to the
 4 City, without any information given to myself. This
 5 representation was made and started a series of events
 6 which, quite frankly, have harmed the business
 7 reputation of SEE.

8 When we got notice of the Inspector General's
 9 report or Inspector General's commencement of an
 10 investigation, we were obviously concerned,
 11 understanding that the two offices are separate, yet it
 12 appeared that the train had already left the station
 13 and certain determinations had already been made that
 14 SEE was connected with Mr. Ferguson; and, therefore,
 15 we were hesitant to participate in any proceedings that
 16 occurred.

17 That being said, we're here today to
 18 present -- present information, which we believe had
 19 there been a much more robust investigation, a lot of
 20 the questions that were asked and comments that were
 21 made in the report would not have been made.

22 We are happy -- somewhat happy, I should say,
 23 that you made the determination that Mr. Ferguson is
 24 not connected to the company. The only connection is
 25 that his daughter, who is a separate person from him,

Page 10

1 that's his daughter, and no child should be left to
 2 carry the burden of their father's misdeeds.
 3 So we're here today with Mr. Cooper who is
 4 the Operation Manager, who actually submitted and did
 5 all of the paperwork on behalf of SEE; who prepared a
 6 lot of the documentation that was submitted; who
 7 participated in the Office of Contract Compliance
 8 extensive, extensive review process to refute some of
 9 the findings in the report so that we can have SEE have
 10 this cloud of doubt removed from them.
 11 This was a company that had pre-qualified and
 12 was actually performing at a high level on the contracts
 13 that they had with the City of Detroit -- contracts that
 14 were yanked arbitrarily and capriciously, I might add,
 15 from the City of Detroit. And we're here today to
 16 address your concerns. Thank you.
 17 THE INSPECTOR GENERAL: Just so that we're
 18 clear, today we are not interested and we did no
 19 investigation. We have no issues. There's no
 20 investigation pertaining to SEE's performance as a
 21 contractor; that is not at issue today. I just wanted
 22 to clarify the record. And, as you had so correctly
 23 stated, the Corporation Counsel and the Office of
 24 Inspector General are two different offices.
 25 Although we are City agencies, we do not -- we did not

Page 11

1 make the determination to terminate SEE. We can only
 2 make determinations as to whether to issue an entry
 3 suspension or to debar a company.
 4 MR. ADAMS: Okay. All right. We're ready.
 5 THE INSPECTOR GENERAL: All right. So the
 6 floor is all yours, Mr. Adams.
 7 MS. BENTLEY: Can we swear in Mr. Cooper?
 8 THE INSPECTOR GENERAL: Oh, I forgot.
 9 JIMMY COOPER,
 10 having first been duly sworn, was examined and testified on
 11 his oath as follows:
 12 BY MR. ADAMS:
 13 Q. Please state your name for the record.
 14 A. Jimmy Lewis Cooper.
 15 Q. Mr. Cooper, where do you currently reside?
 16 A. 462 River Rouge, Michigan. Carson Street.
 17 Q. Carson Street, River Rouge, Michigan.
 18 And if you could please give some background
 19 information on yourself. Where were you born and raised?
 20 A. Born in Monroe, Louisiana, April 19, 1957.
 21 Q. Did you attend school there?
 22 A. Yeah, Carroll High School.
 23 Q. And did you graduate from high school?
 24 A. Yes.
 25 Q. And did there come a time when you then moved to the

Page 12

1 City of Detroit?
 2 A. Yes.
 3 Q. When was that?
 4 A. 1975.
 5 Q. What did you do when you arrived?
 6 A. When I arrived in the City of Detroit, I started doing
 7 -- I was a fire chaser; which houses catch on fire, I
 8 would go and clean them out and stuff like that.
 9 Q. Okay. Did there come a time when you joined Laborers'
 10 Local 1191?
 11 A. Yes.
 12 Q. Tell us about your experience with Laborers' Local 1191.
 13 A. I joined the Laborers' Union in 1977. I had a two-year
 14 stint. I went in the military and I came back, and you
 15 don't lose your -- the years in the military with the
 16 Union, you still carry over those years. So in 1983 I
 17 became a business agent for the Union and I was a
 18 representative, field representative, moved all the way
 19 up to business manager of Laborers' Local 1191.
 20 Q. And, as business manager, what did your day-to-day
 21 responsibilities include?
 22 A. Overseeing contracts, dealt with contractors, with the
 23 workers, making sure everybody was treated fairly.
 24 Q. I'm going to show you what is marked as --
 25 MR. ADAMS: I guess we should mark it as

Page 13

1 Exhibit A, which is Mr. Cooper's resume.
 2 (EXHIBIT A, Jimmy L. Cooper Resume,
 3 WAS MARKED BY THE REPORTER
 4 FOR IDENTIFICATION)
 5 THE INSPECTOR GENERAL: Can I just ask a
 6 question about your resume?
 7 THE WITNESS: Mm-hmm.
 8 THE INSPECTOR GENERAL: So I noticed that it
 9 has a Detroit address on it. Is that your business?
 10 THE WITNESS: I lived in Detroit.
 11 THE INSPECTOR GENERAL: Oh, I see.
 12 MR. ADAMS: That's an older version of it.
 13 BY MR. ADAMS:
 14 Q. Is this the version that was submitted with the
 15 application for the City of Detroit?
 16 A. I stayed in Detroit. My daughter -- I stayed with my
 17 daughter from Detroit.
 18 I can't recall.
 19 Q. I'm just only using this for purposes of illustrating
 20 your background and experience in the construction
 21 industry. You had the opportunity to work with a
 22 number of different contractors in the construction
 23 field?
 24 A. Yes.
 25 Q. And could you give me just an example of a few of the

1 names of the companies that you've worked with over the
 2 years, you know, 30 years of service in the labor
 3 union?
 4 A. I dealt with all of them. Dan Excavating, Walter
 5 Toebe, AJAX. I worked with all of the contractors and
 6 all the way up until I retired. When I retired, I
 7 became a consultant for Lakeshore Engineer,
 8 Dan Excavating and AJAX on the Southfield freeway.
 9 Q. So you have a number of relationships with contractors
 10 in the construction industry?
 11 A. Right. And I'd like to add, too, I became a
 12 contractor -- I was the first black bridge contractor in
 13 the State of Michigan. As a matter of fact, you talk
 14 about hard, what you guys are doing is nothing compared
 15 to what I went through with this. I had to go through
 16 Michigan's Bridge Painting School.
 17 Q. So I have a Certificate from the Michigan Department of
 18 Transportation, Bridge Training School.
 19 THE INSPECTOR GENERAL: Did you want to enter
 20 this exhibit?
 21 MR. ADAMS: Yeah, I will. I'm just -- this
 22 is background information.
 23 (EXHIBIT B, MDOT Bridge Painting Certificate,
 24 WAS MARKED BY THE REPORTER
 25 FOR IDENTIFICATION)

1 WAS MARKED BY THE REPORTER
 2 FOR IDENTIFICATION)
 3 BY MR. ADAMS:
 4 Q. So all of the certifications and training require you
 5 to have, I would say, a skill base and knowledge of
 6 various aspects in the construction industry as well
 7 as the demolition industry?
 8 A. Yes.
 9 Q. Okay. I'm going to -- there came a time when you were
 10 approached by Bianca Bush to work with her in the
 11 formation of a new company. Why don't you give us some
 12 background and context on that.
 13 A. Well, you know, I knew them as kids. She said, what
 14 are you doing? I said, I'm just taking it easy. I've
 15 been painting bridges all over the State of Michigan.
 16 She approached me, and would I consider it. I say,
 17 okay, let's do it.
 18 Because what really discouraged me
 19 anything was that looking around the City of Detroit
 20 and a lot of us who look like me wasn't out there
 21 working. Let's be real about it. That's one reason I
 22 went back in, even with my connection and knowing --
 23 knowing people, knowing contractors. And it was amazing
 24 because all of the work out there when we started. And
 25 when we finally got a contract, even the inspector

1 A. This is one of the hardest licenses to get, a bridge
 2 painter.
 3 BY MR. ADAMS:
 4 Q. So you're a licensed bridge painter, licensed by the
 5 State of Michigan?
 6 A. Yeah. And I got pre-qualified in the State of Kentucky
 7 and Indiana, too.
 8 MR. ADAMS: So this would be Exhibit 2, that
 9 would be the certificate.
 10 THE INSPECTOR GENERAL: Okay.
 11 MR. ADAMS: Exhibit 3 would be the SSPC
 12 Certification License.
 13 (EXHIBIT C, SSPC License,
 14 WAS MARKED BY THE REPORTER
 15 FOR IDENTIFICATION)
 16 THE INSPECTOR GENERAL: You mean C? Are we
 17 going 1, 2, 3?
 18 COURT REPORTER: You had said A, B, C.
 19 MR. ADAMS: I'm sorry, did I say A, B, C?
 20 COURT REPORTER: Yeah.
 21 MR. ADAMS: So this is just a letter being
 22 submitted by Jason Gutting, Engineer Construction
 23 Operations, Contract Performance, speaking to the
 24 certifications, this is Exhibit D.
 25 (EXHIBIT D, Letter to Cooper from Gutting,

1 said, wow, where did y'all come from? They didn't
 2 think blacks were even involved in construction
 3 anymore. Our whole crew was black.
 4 Q. So SEE was formed in May 2021. When did you join SEE?
 5 A. I joined during the time her and I was talking. You
 6 know, I was getting on top of it.
 7 Q. I want to introduce Exhibit E as the resume of
 8 Ms. Bianca Bush who is the CEO of SEE.
 9 (EXHIBIT E, Bianca Bush Resume,
 10 WAS MARKED BY THE REPORTER
 11 FOR IDENTIFICATION)
 12 BY MR. ADAMS:
 13 Q. So you knew Bianca Bush as a child. And she is a young
 14 leader who actually has a Bachelor of Science in
 15 Architectural, Construction Services Minor. Enhanced
 16 operations, business development. And identified on her
 17 resume as having worked with a number of different
 18 companies in the local industry; one obviously being
 19 Kink Construction Company, JTM Construction, XCEL
 20 Construction. She is also a licensed demolition
 21 contractor, State of Michigan licensed asbestos
 22 abatement contractor, and certified as a Detroit
 23 MBE/WBE company.
 24 DEPUTY INSPECTOR GENERAL: Mr. Adams, a quick
 25 question. I didn't see the institution where she got
 her Bachelor's from.

1 MR. ADAMS: Yeah, it's right there down at
2 the bottom.
3 MS. BENTLEY: I think he's asking what school
4 she attended. I don't see it on there.
5 MR. ADAMS: She says she has a BS in
6 Architecture, Construction Science Management, that's
7 what it says.
8 MS. BENTLEY: From where?
9 DEPUTY INSPECTOR GENERAL: Yeah, what
10 institution?
11 MR. ADAMS: Oh.
12 BY MR. ADAMS:
13 Q. What institution did she attend, do you know?
14 A. She was down in Texas.
15 MR. ADAMS: We'll submit a followup on that,
16 what institution she attended.
17 A. Yeah.
18 BY MR. ADAMS:
19 Q. But she grew up in the construction industry?
20 A. Oh, yeah.
21 Q. And she appeared to have a lot of experience in the
22 construction area?
23 A. Yeah. Operations, yeah.
24 Q. So this was a newly formed company?
25 A. Mm-hmm.

1 I'm here for today going over, this is the process.
2 Q. So you had to submit the qualification?
3 A. The qualification, yes.
4 Q. You had to submit resumes?
5 A. Yes.
6 Q. You had to identify references?
7 A. Yes.
8 Q. You had to identify the owners of the company?
9 A. Yes.
10 Q. You had to file certifications as to who those owners
11 were?
12 A. Yes.
13 Q. You had to file certifications as to what equipment the
14 company owned?
15 A. Yes.
16 Q. Was the extensive back and forth with the City of
17 Detroit OCP officials?
18 A. Oh, yeah.
19 Q. It took you how long to get pre-qualified through the
20 City of Detroit?
21 A. About a year and a half.
22 Q. About a year and a half?
23 A. Yeah.
24 Q. So were the applications submitted before SEE was
25 formed or after SEE was formed?

1 Q. So did there come a time when you submitted
2 applications to become an approved contractor with the
3 City of Detroit?
4 A. Yes.
5 Q. When was, if you could recall, the first application
6 submitted to the City of Detroit?
7 A. It wasn't an application. You had to go through Oracle.
8 Q. What is Oracle?
9 A. It's what the City of Detroit set up and you go through
10 a process and they'll assign you people. I went
11 through 20-some people. Because it's a process -- let's
12 be real about this. As a black contractor, a person
13 going in this business can't go anywhere else. That
14 Oracle, they can't get that far. And you have to go at
15 it and know the industry, really, to deal with it.
16 Oracle, I don't care what you can do, what experience
17 you got, if you don't know how to go through that
18 Oracle and work the process with the people -- because
19 the people changes on you. This is designed to fail
20 for a small contractor. It's designed to fail.
21 Q. So you went -- describe for me exactly what the Oracle
22 system requires you to do.
23 A. You know, all the stuff they ask you to fill out. The
24 paperwork, God, it's -- man, that's a question -- what
25 you see is what they asking for. It's the same thing

1 A. No. SEE was formed.
2 Q. Okay. So you then submitted those applications?
3 A. Huh?
4 Q. And then you submitted those applications?
5 A. Yes. Because you had to go get your license. You had
6 to go get all your stuff. You know, there were forms.
7 Q. All right. The process was extensive?
8 A. Oh, God, yes.
9 Q. There were a number of questions that were raised
10 during the course of the OCP investigation of SEE's
11 credentials that had to be answered?
12 A. Yes.
13 Q. So let's go to the document which is entitled The City
14 of Detroit, Office of Inspector General, Debarment
15 Report, which would be Exhibit F.
16 (EXHIBIT F, OIG Debarment Report,
17 WAS MARKED BY THE REPORTER
18 FOR IDENTIFICATION)
19 BY MR. ADAMS:
20 Q. So in this report the OIG starts off with making
21 certain findings with respect initially to Mr. Bobby
22 Ferguson and makes statements regarding Mr. Bobby
23 Ferguson, but then they begin to examine the
24 background of SEE. And obviously this is a draft
25 Debarment Report because it says that it's a draft.

1 We're here now to kind of begin to go
 2 through this report. So let's go to Page 2 of 18 in
 3 this report.
 4 So in the report it talks about SEE was
 5 formed in May 2021. You already described the process
 6 that SEE went through in order to pre-qualify. It says
 7 that SEE was awarded four contracts to provide trash
 8 out services for Proposal N. What are trash out
 9 services?
 10 A. It's going in and cleaning old houses out; cleaning
 11 them out, cleaning the yard out. And they come out and
 12 inspect it, and if it passes, then we go to the next
 13 house, and that's a continuation.
 14 Q. Which department in the City had oversight for these
 15 contracts, if you know?
 16 A. The Demolition Department.
 17 Q. The Demolition Department. Who was the Demolition
 18 Department run by?
 19 A. LaJuan Counts.
 20 Q. LaJuan Counts, okay.
 21 So how did you all win these contracts?
 22 A. We bid it.
 23 Q. Was your price the lowest price, or what?
 24 A. Yeah.
 25 Q. Was it a low price bid?

1 as a package with the City of Detroit.
 2 BY MR. ADAMS:
 3 Q. So what the finding here is -- the first finding is they
 4 talk about listing of Dustin Bridges as the owner of
 5 Kink as well the contact person who could verify
 6 references for SEE.
 7 Who is Mr. Bridges? What is his correct
 8 name, I guess, would be the best way to put that.
 9 A. It's Dustin Bush -- no, I'm sorry. Yes, it's Dustin L.
 10 Bush.
 11 Q. All right. Dustin L. Bush. But in the reference
 12 itself you put the name Dustin Bridges.
 13 A. Yeah. It was a typo. There was so much paperwork, you
 14 know.
 15 Q. It was an error?
 16 A. It was an error.
 17 Q. And during the course of the City's review of the
 18 pre-qualification process, did in fact Mr. Dustin
 19 Bush respond to inquiries from the City of Detroit?
 20 A. Yes, he did.
 21 Q. And there are e-mails within the City's file which
 22 support the fact that whatever was referenced on the
 23 application itself was corrected during the course of
 24 the City's investigation of the pre-qualification of --
 25 A. Yes.

1 A. Yeah.
 2 Q. Did you perform those contracts?
 3 A. Yes.
 4 Q. Was there any issue with the work that was done?
 5 A. No. Might I add?
 6 Q. Yeah, please.
 7 A. We got a call. I went over to the City, over on Hubble
 8 where they needed tree contractors, and asked could we
 9 do it, so we thought they was getting behind it. You
 10 know, somebody got in trouble because they couldn't,
 11 and we went out there and did a performance job for
 12 them.
 13 Q. You were asked to do that?
 14 A. Yeah, we got involved with the trees. They asked could
 15 we do them. We said yeah, we could do them.
 16 Q. Let's dig deeper into the OIG report. We're going now
 17 to Page 3 of 18, where the OIG office is referencing
 18 certain contractors that were identified as a part of
 19 your pre-qualification bid to work for the City of
 20 Detroit. The first company on this list they have is
 21 Kink Construction, LLC.
 22 MR. ADAMS: Now, I will note for the record
 23 that Bianca Bush's resume, Exhibit E, references the fact
 24 that she worked with Kink Construction as a managing
 25 partner, and that resume I would represent was submitted

1 Q. -- Kink. You have to wait until I finish.
 2 A. Oh, I'm sorry.
 3 Q. Is that correct?
 4 A. Yes.
 5 Q. So there was no misrepresentation. There was an
 6 incorrect entry on the application as a reference but
 7 that was corrected in subsequent conversations with the
 8 City of Detroit?
 9 A. Yes.
 10 Q. Because there are, in fact, e-mails in the files of
 11 the City which reference Dustin Bush responding to
 12 inquiries to the OCP Procurement Assistant?
 13 A. Yes.
 14 Q. The second thing that OIG lists in this finding is that
 15 there was never a reference that Ms. Bush is married to
 16 Mr. Bush. Why is that?
 17 INSPECTOR GENERAL: You mean Ms. Bush?
 18 MR. ADAMS: Ms. Bush. I'm sorry.
 19 BY MR. ADAMS:
 20 Q. I guess the question is: Is there anything in the
 21 regulations of the City which prohibit a husband from
 22 giving a reference to his wife?
 23 A. No.
 24 Q. I couldn't find any.
 25 MR. ADAMS: And maybe if the Office of OIG

1 could point me to that, that would be helpful, because
 2 I didn't see any reference in the City's procurement
 3 where it says that a husband cannot give a reference
 4 for a wife or a wife could give a reference for a
 5 husband or the nature of that particular relationship
 6 had to be disclosed.
 7 MR. ADAMS:
 8 Q. I then also go to Page 5 of 18 where it talks about OIG
 8 was unable to substantiate that SEE in fact performed
 9 work for Kink at the addresses provided by Mr. Bush.
 10 On November 19, 2023, OIG requested that SEE
 11 provide copies of all contracts and invoices related
 12 to work SEE performed for Kink. It says that I
 13 responded that they did not begin work until 2021. The
 14 reference indicates that SEE staff, through Jimmy Cooper,
 15 experienced labor leader and former general manager of
 16 Laborers' Local, had extensive relationship with the
 17 parties identified as references.
 18 Did you in fact have extensive relationships with
 19 the parties identified as references in SEE's application?
 20 A. Yes. Yeah.
 21 Q. I continue down to New Beginnings Landscaping.
 22 MS. BENTLEY: Can I ask a question?
 23 MR. ADAMS: Certainly.
 24 BY MS. BENTLEY:
 25 Q. Did Staffing Equipment Evolution do work for Kink?

1 can submit and support itself through work they
 2 performed. We're talking about a startup company that's
 3 using recommendations and references from the people
 4 who work there to qualify for the work. Now, I don't
 5 see where it says that that can't be done, but I'm
 6 sure you will find something.
 7 MS. BENTLEY: I mean, the Reference Form asks
 8 for a description of services provided for the company
 9 that's asking for the references.
 10 MR. ADAMS: And if you do that, then we would
 11 go back and look at a company like Gayanga. Gayanga
 12 Demolition Company, the owner had no demolition
 13 experience. He had the demolition experience of Bobby
 14 Ferguson's wife. He had the experience of Bobby
 15 Ferguson's cousin. He had the experience of Bobby
 16 Ferguson's worker. They were not investigated for what
 17 you're investigating SEE for, which is using the
 18 experience of other people in order to qualify for
 19 work. I don't know what was done that was improper
 20 given the fact that Proposal N was designed to enhance
 21 and support new companies in the business. So you
 22 trying to pin them on the fact that, oh, SEE didn't do
 23 the work, but the people who worked for SEE actually
 24 did the work. I don't see where any line was blurred
 25 on that, I don't.

1 A. The staff of Staffing Evolution.
 2 Q. So what staff did the work?
 3 A. If you see it, the staff that does the work, we got
 4 workers that would work for him.
 5 Q. Specifically, what staff member did this work?
 6 A. I think it was a couple of guys. I think BJ worked
 7 there.
 8 Q. Who is BJ?
 9 A. Bobby, Jr. Bobby Ferguson, Jr. He did some work for
 10 them.
 11 Q. And who else?
 12 A. I don't know the other young man.
 13 Q. So the reference was provided from 2021 to 2022 when
 14 SEE was in existence and SEE did not do any of the work
 15 itself?
 16 A. SEE didn't get any of the work until 2023. The staff
 17 of SEE, the staffing people had to eat, because we
 18 couldn't get anything until we got word.
 19 MR. ADAMS: And I think the issue is we're
 20 talking about a startup company. We're not talking
 21 about Adamo. We're not talking about any big company.
 22 We're talking about a startup company that relied upon
 23 the experience of people who worked for other companies.
 24 That's what they brought to the table. This is not a
 25 situation where you have an established company that

1 MS. BENTLEY: So the representations made in
 2 the documentation provided stated that SEE only has two
 3 employees.
 4 MR. ADAMS: Right.
 5 MS. BENTLEY: So if Mr. Cooper and Ms. Bush
 6 didn't do the work, then Staff Equipment Evolution
 7 didn't do the work.
 8 MR. ADAMS: Well, they could have had other
 9 people who worked with them. As a startup company, SEE
 10 would bring workers in as work was needed. If they
 11 needed someone to do the work, they brought those
 12 people in. They have an experienced group of people
 13 who they know because they have relationships with
 14 people in the industry.
 15 So it would not be unusual, especially for
 16 the work like this, where you ramp up and you ramp down
 17 depending upon how much manpower you need in order to
 18 perform the services. I don't want us to get caught
 19 on the fact that, again, this is a new company, newly
 20 formed, and they were performing the work that they
 21 were given. So that would be my point there, that
 22 the representations were, in fact, correct because the
 23 people who did the work actually had experience and
 24 had worked on various projects. And this is not new,
 25 because the City of Detroit went through the same

1 thing that you're going through and found that they
2 pre-qualified.

3 So now we get caught up in the who is the
4 best arbiter of qualifications here; is it the
5 people who they talk with over a period of a year
6 and a half or is it the office of OIG that simply
7 looked at a few documents and came to a conclusion
8 that somehow things were not correct.

9 Because I noticed in your report where you
10 got support from the City, you put it as a footnote.
11 And there is no footnote in here which talks about
12 husband or wife giving recommendation because it
13 doesn't exist in the City's regulation. It doesn't
14 say. So you can't bump them on something's that's not
15 in the regulations. Now, they're going to clarify
16 their policy, they need to do so. But you can't
17 ding them on that, nor can you ding them on the fact
18 that they had people who worked for them, had worked
19 with other companies and contractors in the business.
20 How can you do that on a startup company? If that
21 was the case, no startup would ever qualify for any
22 contract in the City of Detroit. And we know we have
23 that issue with black contractors making it through
24 the City's process

25 But let's continue, because I think as we

1 how could you list those properties and who did the
2 work.

3 (EXHIBIT G, Cooper Trash Out Committee Response,
4 WAS MARKED BY THE REPORTER
5 FOR IDENTIFICATION)

6 BY MR. ADAMS:

7 Q. So I'm going to show you what was marked as Exhibit G.
8 I wish I could separate it.

9 THE INSPECTOR GENERAL: What was Exhibit F?
10 MR. ADAMS: Your Debarment Report.

11 BY MR. ADAMS:

12 Q. So they talk about the 19 projects.

13 So I'm going to show you what's marked as
14 Exhibit G, which was a document that was submitted to
15 the City of Detroit during this whole pre-qualification
16 process. It's in the files of the City of Detroit.
17 I'm going to also reference that in another portion of
18 of the representation where we're talking about
19 equipment.

20 So this is a letter that was prepared by you
21 in response to a question about the 19 properties and
22 the work that was done. Could you please explain to
23 us exactly what that letter speaks to, Mr. Cooper?

24 A. The City of Detroit Demolition Department has a
25 committee. In order for you to go through the

1 go through this more you'll get more context in
2 understanding what our position is. Because the next
3 issue was New Beginnings Landscaping, that's on Page 5
4 of 18. It talks about a list of 19 properties in which
5 SEE's experienced staff removed and hauled debris.
6 New Beginnings owner, Maurice Hill, was listed as the
7 contact person who would verify the performed services
8 listed. So then the report goes on to state
9 March 29th, OCP sent an e-mail to Mr. Hill, questions
10 regarding work allegedly completed by SEE.

11 On April the 6th, Mr. Hill confirmed that
12 SEE performed work at 5470 St. Aubin, which is the
13 business address for New Beginnings. He stated that
14 SEE cleaned out the office space and shop area, the
15 brick wall that was there, also wood framing and
16 cleaning was done exceptionally well. So the finding
17 of the OIG says that the OIG finds that SEE, with the
18 assistance of New Beginnings, made false statements and
19 misleading statements regarding the relationship.

20 MS. BENTLEY: One quick question. What staff
21 for SEE performed that?

22 THE WITNESS: That would be --

23 MR. ADAMS: We got it. So, again, this was
24 provided to the City of Detroit, because they asked
25 almost the same question that you're asking, which was

1 demolition process you have to go before this
2 committee. And an experienced person, Mr. James
3 Ferguson, worked for Gayanga, did these projects for
4 Gayanga. So that helps with the experience, the
5 person that we have to get the demolition license.

6 MS. BENTLEY: This was for the demolition
7 license? This was separate from the procurement
8 process?

9 THE WITNESS: Yeah, it's a procurement. All
10 comes in one now.

11 MS. BENTLEY: Yes. But I'm just trying to
12 understand. This was provided to the people that give
13 out the demolition license?

14 MR. ADAMS: No. This letter was submitted
15 to the City in response to the exact question that
16 you asked about where the experience came for the
17 19 properties.

18 So Exhibit G speaks to the relationship
19 between James Ferguson -- who actually performed the
20 work when he was employed by Gayanga. That's why
21 it was listed on their reference. They were using
22 his experience as a contractor, which relates back
23 to the 19 properties that were identified in the report.
24 That's what this is and that's what this speaks to.

25 BY MR. ADAMS:

Q. And, again, this letter also speaks to what they call

1 experience discrepancies about your resume. If you
 2 could speak to that as well.
 3 A. Right. Experience discrepancies. My resume alone,
 4 SEE's operation management attached, indicates well over
 5 22 years of my experience in the industry.
 6 Q. So, again, it was SEE relying upon the experience
 7 of people that had worked in other industries, in
 8 other companies, as a basis to assist them in being
 9 pre-qualified. And, again, I note that this was sent
 10 to the City of Detroit sometime around December 13, 2022.
 11 So this is more than a year after SEE had been formed
 12 and you're still into the pre-qualification process that
 13 was being undertaken by the City of Detroit. You had
 14 not yet been approved by the City of Detroit because they
 15 still continued to raise questions regarding your
 16 application; is that correct?
 17 A. Yes.
 18 Q. All right. Let's go to Carlette Construction
 19 Consulting. That was also identified as a reference on
 20 your resume, on the pre-qualifications for SEE?
 21 A. Yes.
 22 Q. Who is Carlette?
 23 A. Carlette -- as a matter of fact, Ernie Williams
 24 and I grew up together. We're both from Monroe,
 25 Louisiana.

1 A. Yes.
 2 Q. -- and not the fact that Bianca Bush had any experience
 3 with SEE.
 4 They also talk about SEE was required --
 5 this is the bottom of the last paragraph on Page 8 of
 6 18. SEE was required to provide a list of equipment
 7 and evidence of insurance. It says one of the trucks
 8 that SEE stated would be used by their company was a
 9 2021 Ram pickup truck. What was that all about? They
 10 said the truck was registered to Mr. Williams. So you
 11 can refer, this is Exhibit G.
 12 A. What happens was in construction it changes. We went
 13 and got our own vehicles, so we didn't need them. We
 14 got our own trucks.
 15 THE INSPECTOR GENERAL: When you mean we, you
 16 mean SEE?
 17 THE WITNESS: Yeah. We/SEE.
 18 MR. ADAMS: He's the representative of SEE,
 19 so it would be appropriate for him to say we.
 20 So that the record is clear, I want
 21 to identify these pages since this is a four-page
 22 exhibit. 1, 2, 3, 4, 5. Okay.
 23 BY MR. ADAMS:
 24 Q. So starting on Page 3 of Exhibit G there are a series of
 25 registrations for equipment. What is that equipment?

1 Q. So Carlette Construction is a company that you've known
 2 for a number of years?
 3 A. Yeah. We've been working together forever.
 4 Q. And, again, it gets to this -- I'm looking at Page 8 of
 5 18 of the OIG report, where it says, OIG finds that SEE,
 6 with the assistance of Carlette and Ronald Williams, made
 7 false and misleading statements relating to this
 8 reference that was provided to OCP so SEE could become
 9 pre-qualified. And I'm trying to understand the nature
 10 of the false statement since you have experience with
 11 Carlette Construction, correct?
 12 A. Yes.
 13 Q. You've worked with them over the years as the
 14 Business Manager of Laborers' Local 1191?
 15 A. Yes.
 16 Q. It talks about Mr. Williams having a financial
 17 incentive to verify.
 18 Did Carlette actually do work for SEE?
 19 A. No. We didn't use them.
 20 Q. Have you ever done any work with Carlette at SEE?
 21 A. Yes.
 22 Q. What type of work did you do?
 23 A. I did some consulting work for them.
 24 Q. But the basis of the reference is on your relationship
 25 and the strength of your relationship with Mr. Williams --

1 A. Those are trucks that we had to give to the City when
 2 we had the meetings to get to work. So you had to have
 3 all this. We had to give this to the City. Plow,
 4 equipment.
 5 Q. So this exhibit on Page 3 identifies a 2022 --
 6 THE INSPECTOR GENERAL: 2021. Oh, I'm sorry.
 7 BY MR. ADAMS:
 8 Q. -- a 2022 Dodge pickup. It identifies a 2009 Chevrolet.
 9 It identifies a 1998 Ford. It identifies a 2002 Dodge
 10 Ram, and it identifies a 2009 Chevy, all registered with
 11 the Secretary of State's office, all registered to SEE,
 12 Staffing Equipment Evolution, LLC.
 13 MS. BENTLEY: Does Staffing Equipment
 14 Evolution still own these vehicles?
 15 THE WITNESS: Yes.
 16 MS. BENTLEY: So I requested that information
 17 originally and that was not provided.
 18 MR. ADAMS: I understand, because we were at
 19 odds, but we're here now to give you what you requested.
 20 THE INSPECTOR GENERAL: That's what this
 21 hearing is about.
 22 MR. ADAMS: Exactly. That's why we're here.
 23 Because, again, in my opening statement I said we had a
 24 lot of reservations about the whole process, but I was
 25 able to talk with Mr. Cooper, because I felt it was

1 important that we would at least present to you so that
 2 he would have a complete record. And please forgive
 3 our issues initially, but we're here now to clear the
 4 record up. So that speaks to that issue.
 5 THE INSPECTOR GENERAL: May I see that?
 6 MR. ADAMS: Yes, ma'am.
 7 And that exhibit speaks to that first
 8 paragraph in 9 of 18 which talks about equipment.
 9 But I'll continue to go.
 10 BY MR. ADAMS:
 11 Q. So, again, I want to now go -- the last thing we have
 12 on Page 9 of 18 is P&P Group. Who is P&P Group? Can
 13 you tell me who P&P Group is?
 14 A. P&P, that's who we get our dumpsters from.
 15 Q. So P&P is a dumpster company?
 16 A. Uh-huh. And --
 17 Q. All right. Go ahead.
 18 A. They have two companies; one is Riteway and the other
 19 is P&P, and that's who we get our stuff from.
 20 (EXHIBIT H, Reference Form,
 21 WAS MARKED BY THE REPORTER
 22 FOR IDENTIFICATION)
 23 BY MR. ADAMS:
 24 Q. So this is -- first of all, this would be Exhibit H,
 25 which is the Reference Form that was submitted to the
 City of Detroit as part of the pre-qualifications

1 Q. I'm asking, did SEE provide consulting services to P&P?
 2 A. Yes.
 3 Q. What services were provided and when?
 4 A. The dates, I don't know the dates. But what I'm saying
 5 to you is I did it. The consulting services -- my man
 6 Paul, we worked together.
 7 BY MR. ADAMS:
 8 Q. Do you know Paul Price?
 9 THE INSPECTOR GENERAL: It's Priest.
 10 BY MR. ADAMS:
 11 Q. Do you know Priest Price?
 12 A. I know Priest.
 13 Q. Have you worked with Priest in the past?
 14 A. I worked with Priest's people, that's Riteway. You
 15 have to understand, we did it with Riteway. P&P is the
 16 same, but there's two different companies.
 17 Q. But she's speaking more to exactly what type of
 18 services that you actually provided to the company.
 19 Did you ever consult with or work with Mr. Priest?
 20 A. No, I never worked with Mr. Priest.
 21 Q. Did you ever work with anybody in his company?
 22 A. Yes.
 23 BY THE INSPECTOR GENERAL:
 24 Q. So when you say you worked with anyone from P&P, are
 25 you referring to yourself or are you referring to as

1 process.
 2 So in the OIG report it says that -- and this
 3 is the second paragraph under the heading P&P. It says
 4 on March 30th, OCP Procurement Assistance sent an
 5 e-mail to P&P Group with questions regarding work
 6 allegedly completed by SEE. On April 1st, P&P
 7 responded through the company's general e-mail that
 8 they were not familiar with Staffing Equipment
 9 Evolution. But you're saying that that in fact was
 10 not correct because you have copies of dumpster
 11 contracts?
 12 MS. BENTLEY: So the reference states that --
 13 it says that, "Consulting services regarding
 14 construction services, site restoration, demo of
 15 structures interior and exterior, trash hauling of demo
 16 debris, and administrative services insurance and
 17 bonding."
 18 BY MS. BENTLEY:
 19 Q. So did SEE provide any consulting services to P&P?
 20 It's on the first page.
 21 A. Yeah. Consulting services regarding construction
 22 services site.
 23 Q. What consulting services were provided to P&P?
 24 A. Consulting is I can advise you how to, you know -- let
 25 me explain to you about construction.

1 an employee or as an official of SEE?
 2 I think I'm getting things a little mixed
 3 up and it gets kind of cloudy here, because I realize
 4 based on your testimony today it seems like you've
 5 had a number of years of construction services and
 6 you got to know all of the different contractors.
 7 A. Yes.
 8 Q. And SEE was only recently created. And, if I'm hearing
 9 you correctly, and please correct me if I'm wrong, what
 10 you're saying is that Jimmy Cooper, over the last 20,
 11 more than 20-some years --
 12 A. 40 years.
 13 Q. -- 40 years, had working relationships with various
 14 construction companies, including Kink, P&P,
 15 New Beginning and Carlette, right?
 16 A. Yes.
 17 Q. And what you're saying, if I'm hearing you correctly,
 18 again, is that SEE should get the credit because you
 19 are part of SEE now. So the references provided by
 20 these four companies were not really references to SEE
 21 but they were references and a testament that they have
 22 worked with you in the past?
 23 MR. ADAMS: I think we could, at least when
 24 it relates to Kink, say that there was a direct
 25 relationship and experience with the principal, that

Page 42

1 she did in fact work for Kink, so she could get credit
 2 for that experience.
 3 THE INSPECTOR GENERAL: You mean Bianca Bush?
 4 MR. ADAMS: Bianca Bush, right. Your general
 5 proposition is that in fact is what we're saying, is that
 6 we have -- again, I keep going back to this new startup.
 7 We're not talking about experienced. We're talking
 8 about a startup company that has an experienced staff.
 9 Mr. Cooper, Mr. Hill, all these people had experience
 10 in the industry and they trying to get another company
 11 off the ground, which was SEE, which then went through a
 12 year and a half pre-qualification process with City of
 13 Detroit, which went through all of these questions.
 14 Answered as many questions as they had to, because they
 15 obviously got to the end of the finish line and were
 16 performing services for the City of Detroit. There was
 17 no attempt to hide the existence of the newness of the
 18 company; you can see from the fact it was only formed
 19 in 2021. And then they submitted their application to
 20 get approved, which took them almost a year and half.
 21 This wasn't a quick process that they went through with
 22 the City of Detroit, it was very extensive. It was
 23 only until -- I'll leave that alone. Go ahead.
 24 BY MS. BENTLEY:
 25 Q. So during the pre-qualification process, which you said

Page 43

1 took about a year and a half, did Staffing Equipment
 2 Evolution do any work for any other entity that was not
 3 the City of Detroit?
 4 A. No. We did some landscaping and light stuff like that.
 5 Q. Staffing Equipment Evolution did; their employees?
 6 A. We didn't have no employees.
 7 Q. Was Staffing Equipment basically formed just to do work
 8 for the City of Detroit then?
 9 A. Yeah. I mean, that's where it was at, you know,
 10 demolition and housing and stuff like that.
 11 MR. ADAMS: That's a fair statement.
 12 BY MR. ADAMS:
 13 Q. Why was it formed?
 14 A. First of all, to get black people out to work. That
 15 was one of my biggest angers.
 16 Q. And there actually was a great pronouncement by the
 17 great Mayor of the City of Detroit, Mike Duggan, which
 18 talked about attracting minority contractors as a part
 19 of the Proposal N process, was it not?
 20 A. Yes.
 21 Q. I think that's a matter of public record.
 22 MR. ADAMS: Would you accept that as a matter
 23 of public record, that the Mayor himself talked about
 24 attracting new contractors in the City of Detroit?
 25 MS. BENTLEY: I've heard him say new

Page 44

1 contractors. I don't know what he means by new
 2 contractors, if it's brand new companies or those new
 3 to the City.
 4 MR. ADAMS: The issue with Proposal N, as we
 5 all know, was all about local companies and contractors
 6 getting some of the work for the City of Detroit
 7 because they had been squeezed out of the demolition
 8 process through a series of bid rigging issues, which
 9 this department found that the City had bid rigged --
 10 MS. BENTLEY: We didn't find any bid rigging.
 11 MR. ADAMS: What did you find? You found
 12 that there was conversations. You found that there was
 13 talk about how contracts should be structured. You
 14 didn't take the final leap because if you're talking about
 15 how to contract construction and the next thing you had
 16 to say is that there clearly was some level of bid
 17 rigging.
 18 MS. BENTLEY: In 2014 and 2015 there were
 19 large unit contracts, but also while that was
 20 occurring smaller companies were also still being
 21 awarded work. We did not find any bid rigging.
 22 MR. ADAMS: Okay. They were getting how much
 23 of the work? A small percentage of the work, which is
 24 why the uproar about Proposal N and the political
 25 battle that ensued about black contractors being

Page 45

1 included in the process, which is how Proposal N
 2 passed in many respects.
 3 Is this your report?
 4 MS. BENTLEY: Mm-hmm.
 5 MR. ADAMS: This is your report about the
 6 meeting of Homrich and the other major contractors.
 7 (EXHIBIT I, 12/19/2018 OIG Report,
 8 WAS MARKED BY THE REPORTER
 9 FOR IDENTIFICATION)
 10 MR. ADAMS: I have marked it as Exhibit I.
 11 In here you had a situation where contractors were
 12 directly involved in discussing contracts, but they
 13 were not debarred.
 14 And you also have what I would mark as
 15 Exhibit J.
 16 (EXHIBIT J, 3/8/21 OIG Report,
 17 WAS MARKED BY THE REPORTER
 18 FOR IDENTIFICATION)
 19 MR. ADAMS: This is another report that was
 20 prepared by the Office of Inspector General which led
 21 to the temporary suspension of a contractor who was
 22 dumping dirt. He got temporarily suspended, but I
 23 don't think he was ever debarred.
 24 MS. BENTLEY: What contractor are you
 25 referring to?
 MR. ADAMS: Dani.
 DEPUTY INSPECTOR GENERAL: Denman?

1 MR. ADAMS: I'm speaking to your report
 2 where someone was found to have done some inappropriate
 3 dumping.
 4 MS. BENTLEY: You're talking about --
 5 MR. ADAMS: Contaminated dirt being dumped in
 6 the City of Detroit.
 7 THE INSPECTOR GENERAL: Was that Denman?
 8 MS. BENTLEY: No. It was Adamo, Rickman,
 9 Dore & Associates, and Blue Star. The properties that
 10 weren't cleaned up.
 11 MR. ADAMS: But, again, we're talking about a
 12 company that dumped dirt -- illegal dirt in the City of
 13 Detroit, exposing our children to hazardous waste and
 14 material -- and that's my editorial comment -- but
 15 nothing was done with them.
 16 I also have a copy of an article that was
 17 taken out of the -- Annalise Frank, I guess that
 18 she's with the Detroit News. And that would be marked
 19 as Exhibit K.
 20 (EXHIBIT K, Detroit News Article,
 21 WAS MARKED BY THE REPORTER
 22 FOR IDENTIFICATION)
 23 MR. ADAMS: And I'm just pointing this out
 24 just to give some context. For a company that's just
 25 starting out, they were using experience and reference
 companies that were in the industry that were doing a

1 A. Yes.
 2 Q. And in all those proposals that were submitted to the
 3 City of Detroit, did you in fact submit those
 4 proposals?
 5 A. Yes.
 6 MR. ADAMS: I would also use the front side
 7 of this exhibit, an article in Bridge Magazine where
 8 the City cancelled contracts with a firm, quote, "tied
 9 to Bobby Ferguson."
 10 (EXHIBIT L, Bridge Magazine Article,
 11 WAS MARKED BY THE REPORTER
 12 FOR IDENTIFICATION)
 13 MR. ADAMS: I would also show as my final
 14 exhibit at this time Exhibit M, which is the City
 15 guidelines for Oracle, how information is uploaded
 16 and the extensive amount of information that is
 17 required in order to become a contractor with the
 18 City of Detroit.
 19 (EXHIBIT M, Oracle Guidelines,
 20 WAS MARKED BY THE REPORTER
 21 FOR IDENTIFICATION)
 22 MR. ADAMS: At some point, I have no
 23 further questions.
 24 MS. BENTLEY: I have one more question.
 25 BY MS. BENTLEY:
 Q. So Procurement provided information to the OIG that
 says that they don't allow work performed by an

1 lot of dirt -- no pun intended -- in the City of
 2 Detroit and yet they're continuing to operate in the
 3 City of Detroit.
 4 MS. BENTLEY: I don't know. The contents of
 5 the article aren't here. I don't know what company
 6 this is referring to.
 7 MR. ADAMS: Well, it ties back to your
 8 investigations about dirt being dumped illegally,
 9 backfill material, being dumped in the City of
 10 Detroit.
 11 I don't want to go too far on that. I
 12 just wanted to point that out when we talk about
 13 companies starting out, trying to do the right thing.
 14 BY MR. ADAMS:
 15 Q. And has SEE ever been cited for any illegal dumping?
 16 A. No.
 17 Q. Has SEE ever been cited for using illegal backfill
 18 material on jobs they performed?
 19 A. No.
 20 Q. Has SEE ever been cited for any violations of City
 21 rules and regulation governing their work?
 22 A. No.
 23 Q. Does SEE enjoy the good reputation with the people
 24 within the Demolition Department for the City of
 25 Detroit?

1 employee at a different company to count towards a
 2 new company's experience. OCP is looking for a
 3 vendor's experience and not an individual.
 4 Have you heard that statement before?
 5 A. I just heard it's in the construction industry. If
 6 they do that, you might as well shut everybody down.
 7 MR. ADAMS: There would be no ability for
 8 a new company as a startup to get any work with the
 9 City of Detroit. Either the owner of the company or
 10 people hired by that company would have to have some
 11 level of experience.
 12 And that, quite frankly, from my experience,
 13 is an after-the-fact statement by the City to cover
 14 their own trail on how they essentially destroyed this
 15 company by tying it to Bobby Ferguson, and then to
 16 support their position that they were absolutely
 17 correct. So I give no credit to that, because all of
 18 that --
 19 It took them 18 months to approve this
 20 contract. If there was an issue with the experience,
 21 why did they not bring it to the table at the time
 22 they were going through the approval process?
 23 All this is after-the-fact ass covering,
 24 quite frankly, by the City of Detroit because they
 25 know they were wrong.

1 THE INSPECTOR GENERAL: Wait a minute. We had
2 nothing to do --

3 MR. ADAMS: I know you don't. But I'm saying
4 for them to give you a statement after the fact to
5 support their position is what I call butt covering.

6 THE INSPECTOR GENERAL: Who's giving --

7 MR. ADAMS: They went through a process where
8 they were extensively questioned and examined about
9 references and recommendation that they gave on their
10 resume. When they saw the report of the 19 properties
11 where the guy said he worked for a company, there's an
12 e-mail in here which asks him to clarify the nature of
13 the relationship with Gayanga. Let me find it.

14 MS. BENTLEY: Are you referring to the letter
15 you put as an exhibit?

16 MR. ADAMS: This is another exhibit. This is
17 Exhibit N.

18 (EXHIBIT N, Letter to Wallace from Cooper,
19 WAS MARKED BY THE REPORTER
20 FOR IDENTIFICATION)

21 MR. ADAMS: This is an e-mail from Gwen
22 Wallace from the City of Detroit to SEE Company. It
23 states:

24 "Good evening, please note your
25 prequalification for Trash Out Program is on hold

1 other companies to get pre-qualified. That's what they
2 knew. And they should be here answering the questions
3 and not us.

4 THE INSPECTOR GENERAL: So, as I understand
5 it, what you're saying is that because OCP has granted
6 pre-qualification and pre-qualified SEE, that SEE could
7 not have made any misrepresentation because OCP didn't
8 dispute any representations made by SEE?

9 MR. ADAMS: What I'm saying is that OCP knew
10 of the relationships and experience that SEE was using
11 to obtain pre-qualifications, and for them to write an
12 e-mail after the fact -- if there is a smoking gun in
13 this, that would be the smoking gun. They've asked
14 them to explain the relationship between contractors
15 that were being used in the application as experience.
16 So for them to write an e-mail to say we didn't know
17 it, we don't allow it, that's just not true. And, if
18 it were true, then no new contractor could ever get
19 pre-qualified for anything in the City of Detroit
20 because they don't have any experience.

21 And you need to pull Gayanga's contract,
22 Gayanga's experience to make my point, because I think
23 it makes the point very clear that companies do it all
24 the time. If there needs to be clarification and alleging
25 put on on the City, then they need to do that. But they

1 pending the following: Vendor to provide an
2 explanation of the affiliation with Gayanga;
3 commercial properties listed are associated with work
4 performed by Gayanga."

4 So they knew right then and there there
5 was a relationship. For them to come to say we don't
6 allow it; they knew it.

7 They also say Vendor must disclose
8 previous work relationships that is affiliated and
9 was subcontracted with other contractors.

10 Vendor to explain -- provide an explanation
11 of the years of experience discrepancy. The reference
12 suggests 22 years. The LLC says it's only been in
13 business for a year.

14 They knew. They knew right then and there
15 that the company had just started up. They knew that
16 they were using the references and experience of
17 people in the City of Detroit, they knew it. And now
18 for them to come back and say, oh, we didn't allow it.
19 Well, why didn't they call it out there?

20 This is the level of unfairness that
21 we're talking about with the whole process.

22 I know the City is separate from the OIG,
23 but that's an ass-covering e-mail from the OCP to
24 cover themselves, because they knew what they knew,
25 which is they knew they were using the experience of

1 can't come back now, after the fact, you know. They
2 can't do that, we don't allow it, after they had already
3 themselves suspended their contract because they were
4 affiliated with Bobby Ferguson. That's what we're
5 saying.

6 THE INSPECTOR GENERAL: Can I just ask --
7 BY INSPECTOR GENERAL:

8 Q. Mr. Cooper, it seems like you've read this report.

9 A. Yes.

10 Q. And Mr. Adams eloquently went through every page of
11 this report --

12 MR. ADAMS: Not every page, but I went
13 through it.

14 THE INSPECTOR GENERAL: Well, mostly the key
15 pages.

16 BY THE INSPECTOR GENERAL:

17 Q. So is there anything in Pages 2 and 3 where we talk
18 about the overview of SEE, is there anything incorrect
19 here where we should make any corrections?

20 MR. ADAMS: Page 2?

21 THE INSPECTOR GENERAL: 2 and 3, Subsection
22 Roman Numeral II, Overview of Staff.

23 (A brief discussion was held off
24 the record.)

25 MR. ADAMS: So you said is there anything --

Page 54

1 THE INSPECTOR GENERAL: Incorrect. Section II.
 2 That's two paragraphs.
 3 A. Yeah. Excavation, underground water and sewer utilities,
 4 we don't do that.
 5 BY THE INSPECTOR GENERAL:
 6 Q. Oh, you don't do that?
 7 A. No. We're demolition.
 8 Q. Okay. So you don't do excavation and you don't do
 9 underground water stuff?
 10 A. Yeah. I mean, we're not doing that.
 11 Q. You're not doing that anymore or --
 12 A. No, we're not doing it. You know, strictly for purposes
 13 of demolition.
 14 Q. I see. Other than that, is there any information that
 15 is incorrect here?
 16 A. I don't see anything.
 17 MR. ADAMS: It seems pretty factual. The
 18 statement of when the company was formed; the owner;
 19 Jimmy Cooper's the Operations Manager.
 20 Essentially, none of those certifications
 21 have been revoked by the City of Detroit, have they?
 22 THE WITNESS: No.
 23 BY THE INSPECTOR GENERAL:
 24 Q. And going to Pages 3 and -- well, just the pages on
 25 top of Page 4 under Roman Numeral III, Subsection a,

Page 55

1 SEE's Response to Request for Qualification Quote.
 2 That also is two paragraphs.
 3 MR. ADAMS: What page is that on?
 4 THE INSPECTOR GENERAL: Page 3. It's
 5 essentially Page 3.
 6 MR. ADAMS: Oh, III(a), SEE's response?
 7 THE INSPECTOR GENERAL: Yes.
 8 MR. ADAMS: We certainly admit they were
 9 referenced, but we don't necessarily agree with your
 10 characterization and your findings as you defined them,
 11 but that would be correct.
 12 THE INSPECTOR GENERAL: That would be
 13 Subsection Roman Numeral letter small i through iii.
 14 MR. ADAMS: Correct. And then we provided
 15 you with a list of equipment that was included in
 16 Exhibit G, I think that was, of equipment.
 17 MS. BENTLEY: The registrations?
 18 MR. ADAMS: Right. The registrations of
 19 equipment, right?
 20 MS. BENTLEY: Yes, that was G.
 21 MR. ADAMS: Again, this information is in the
 22 files of the City of Detroit.
 23 THE WITNESS: Right. Yes.
 24 MR. ADAMS: I mean, I don't know how much of
 25 the file you got because you don't tell us what you

Page 56

1 have; you just show us what you found. But I would
 2 think that if you had that complete file with that
 3 information, it would be in that file.
 4 MS. BENTLEY: You mean the registration part?
 5 MR. ADAMS: The registration, right.
 6 MS. BENTLEY: I didn't have those.
 7 MR. ADAMS: You didn't see it in there or
 8 you never got it?
 9 MS. BENTLEY: I did not have those
 10 registrations.
 11 MR. ADAMS: But was it in the City's file?
 12 MS. BENTLEY: I was not provided those
 13 registrations.
 14 MR. ADAMS: So they're playing -- I'm not
 15 accusing them of playing games, but they're playing games.
 16 BY THE INSPECTOR GENERAL:
 17 Q. So you said Bridges was a typo. You meant to say Bush?
 18 MS. BENTLEY: No. Bridges was the typo,
 19 because it was listed as Dustin Bridges and he's saying
 20 Bridges was a typo and it should have been Bush.
 21 THE INSPECTOR GENERAL: Right.
 22 BY THE INSPECTOR GENERAL:
 23 Q. Did you or Mr. Bush ever correct --
 24 A. Yes, it's in the City's file.
 25 Q. Okay.

Page 57

1 MR. ADAMS: Because the City, from what I
 2 recall, requested information and he responded in the
 3 correct name.
 4 THE INSPECTOR GENERAL: Oh, that's right.
 5 MS. BENTLEY: So that was the correction you
 6 are speaking of?
 7 MR. ADAMS: Exactly. That was the
 8 correction. It was just incorrect.
 9 THE INSPECTOR GENERAL: Okay.
 10 MS. BENTLEY: So, in looking at Exhibit G,
 11 it says at the bottom that: The references submitted
 12 identify several other companies, New Beginnings
 13 Landscaping and Carlette Construction Consulting, that
 14 Staffing Equipment Evolution presently works for and
 15 that our staff has worked with for the past 22 years.
 16 So Staffing Equipment Evolution has done work
 17 for --
 18 THE WITNESS: Staff; the staff.
 19 MS. BENTLEY: But here it just says Staffing
 20 Equipment Evolution; it doesn't say staff.
 21 THE WITNESS: It might be a typo.
 22 THE INSPECTOR GENERAL: You mean before they
 23 became SEE staff?
 24 THE WITNESS: Right. Yeah. That's the way
 25 construction is.

1 DEPUTY INSPECTOR GENERAL: I just -- you know,
2 you gave your contrition earlier in terms of that. But
3 just the one section when we talk about lack of
4 cooperation --

5 MR. ADAMS: Okay.

6 DEPUTY INSPECTOR GENERAL: And I'm just
7 putting it on the record for other folks that may
8 encounter us, you know, to kind of deal differently so
9 maybe we don't get to this point. And, not to say that
10 we wouldn't have gotten to this point, but some of this
11 information that you're presenting today could have
12 been provided.

13 MR. ADAMS: Without getting into
14 attorney-client confidences, clearly we were very
15 concerned -- not how you treated us, let's be clear about
16 that. It was everything that was coming out of the
17 City of Detroit and the noise they were generating. So
18 that was a great hesitancy on the part of Ms. Bianca
19 and Mr. Cooper to even participate because of the
20 noise. Could we have done things differently? We
21 should have. And I apologize for not getting this
22 information to you earlier because I think it would
23 have made a big difference. So the non-cooperation was
24 not because they just didn't want to cooperate, it was
25 because they felt there were some things that were

1 give that very little weight and credibility, I
2 have to. Because if that was the case, when they had
3 the e-mail there that said that there was a
4 relationship there with their years of experience,
5 why didn't they speak up then? They didn't because
6 they know that's what happens. They know people use
7 other people's experience to get work. All right?
8 Okay?

9 THE INSPECTOR GENERAL: All right. Thank
10 you.

11 (Proceedings ended at 11:25 a.m.)

12 - - -
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1 going on in the atmosphere that made them getting a
2 fair hearing impossible.

3 DEPUTY INSPECTOR GENERAL: I just wanted to
4 put that on the record for the next contractor that we
5 encounter that it's better. And hopefully you feel
6 like you all have been treated fairly today and that
7 we've heard you out; that we lived up to our process.
8 Right?

9 MR. ADAMS: You lived up to your process.
10 It's not like we're all strangers in this room. I've
11 known you two for a number of years. We're here today.

12 Obviously, you want the opportunity to go back
13 and look at this, and we'll present ourselves further if
14 we need to, if you need some additional clarifications.
15 If you need me to submit anything else in writing, I will,
16 but we're putting our cards on the table.

17 This was a new company. The company had not
18 done any work which is why they were going through the
19 pre-qualification process. They revealed everything to
20 the City. I don't think there's too many companies
21 that have ever gone through a 18-month pre-qualification.
22 The time period alone by itself tells you hopefully that.

23 And then, for them to come out with these
24 e-mails after the fact, after they've made their own
25 announcements about suspending the company, I have to

1 CERTIFICATE OF REPORTER

2
3 STATE OF MICHIGAN)
4) SS
5 COUNTY OF MACOMB)

6
7 I, KATHRYN DIMARZIO, hereby certify that
8 I reported stenographically the foregoing proceedings and
9 testimony under oath at the time and place hereinbefore set
10 forth; that thereafter the same was reduced to computer
11 transcription under my supervision; and that this is a full,
12 true, complete and correct transcription of said proceedings.
13
14

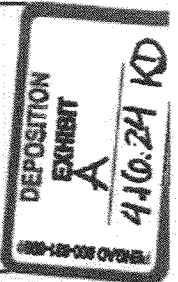
15 Kathryn DiMarzio/ss

16
17 Kathryn DiMarzio, Temp. CSR - 15685
18 Notary Public,
19 Macomb County, Michigan
20 My Commission expires: August 24, 2028
21
22
23
24
25

Exhibit 1

Jimmy L. Cooper

19760 Stansbury ♦ Detroit, MI, 48235 ♦ C: 313-549-1031 F: 586-781-0120 ♦ jimmylcooper@gmail.com



PROFILE

Accomplished and integrity-driven professional offering over 20 years of business success with strong concentration and enormous success in project management and customer service management. Experience includes successfully overseeing different phases of multimillion-dollar construction, infrastructure, and environmental as well as effectively lobbying all levels of government on various issues. Backed by strong credentials and a proven history of high-quality project completions.

SKILLS SUMMARY

- Construction Projects
- Infrastructure Improvement Projects
- Strategic Planning
- Legislative Lobbying
- Strong Leadership
- Project Management
- Budgeting & Cost Controls
- Crew Supervision
- Crisis Management

PROFESSIONAL EXPERIENCE

2009 — Present J. Cooper & Associates, LLC Detroit, MI
Consultant
 Provided consultation to Lakeshore Engineering.
 Consultant and Lobbyist for Detroit International Bridge Company. Lobbied State Legislature and U.S. Congress to build a new bridge next to the existing bridge — a \$500 Million project.
 Successfully ran ground operation in mayoral race resulting in election of current Mayor of Detroit, Dave Bing.

1997 — 2009 Laborers' Local Union 1191 Detroit, MI
Business Manager
 Administered day-to-day operations of a 3,500-member union organization, union disciplinary proceedings, and member education programs.
 Represented Union interests in collective bargaining and contract administration, including proposals, negotiations, and ratification.
 Served as Trustee over several million dollars of Taft-Harley Funds — Detroit & Vicinity Pension Fund, Detroit & Vicinity Health Care Fund, and the Michigan Laborers' Pension Fund.
 Chairman of Detroit & Vicinity's \$500 Million Pension Fund.
 Oversaw sewer and water projects in Wayne, Oakland, and Macomb Counties.

1984 — 1997 Laborers' Local Union 1191 Detroit, MI
Business Agent
 Honored to be one of the Founders of the Laborers Management Trust. Provided assistance with contractors and laborers to make a strong and healthy industry.

1980 — 1984 Walter Toebe Construction Company Wixom, MI
General Laborer
 Assisted in the construction of roads, highways, bridges, as well as water and sewer projects.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Laborers-Employers Cooperation and Education Trust (LECET) and Detroit and Vicinity Healthcare
- Board Member — Michigan Transportation Team
 - Lobbied Congress for funding for Michigan highway projects. (4/1997 — 5/2009)
- Board Member — Michigan Infrastructure Transportation
 - Sewage Bond issue: Lobbied municipality and city to upgrade water and sewage systems through bonds. (6/1997 — 5/2009)
- Detroit Water Board Commissioner
 - Commissioner over \$1 Billion water and sewage system for over three million residents in Southeast Michigan. (5/2006 — 5/2009)

Board Member — Woodward-Eight Mile Corridor

- o Lobbied Business and Development to build on more than 80 acres of State Fair Ground resulting in start building project (2012)

Dan's Excavating — Ajax Paving Construction

- o Provided assistance to contractors for obtaining employment, within urban communities. Assisted during the job fair with creating jobs for workers. Worked along with the business community and served on the M39 project.

Lakeshore Engineering — A & H Contractors

- o Lobbying owners and contractors to work together on \$102 Million projects, which led to joint venture bringing companies together.

Urban Political Action Committee

- o Effectively worked with business and community members to change the at large election of Detroit City Council to election by District (including Council President).

Executive Construction Management (ECM)

- o Vice President of Business Development tasked with lobbying I4s1ature, owners and contractors to work together. (2011 — 5/2012)

Detroit Public Schools/Berg Muirhead & Associates

- o Led the very successful ground operation on a \$500 Million Bond issue to build additional Detroit Public Schools. (8/2009 — 11/2009)

President George W. Bush — Small Business Administration

- o Supported efforts led by Senators K Bailey Hutchison and Rick Santorum to see how small businesses and community can better work together. (2002 — 2004)

COMMUNITY ACTIVITIES

School Adoptions — Cortis Middle School, Vista Maria Home for Girls — Assisted in programs for at-risk and disadvantaged young ladies (4/2003 — 5/2009)

Prostrate Board — Participated in fundraising and marketing campaigns encouraging men to get prostrate exams. (Joyce Green, Director)

Cortis Middle School — Mentored 7th and 8th graders on the importance of getting a meaningful education in their high school years and pursuing higher education.

University Preparatory High School — Helped start the "School to Work" program, which involved 11th and 12th grade students working summer jobs with construction contractors, who served as mentors to the students in the construction industry. (5/2007 — 5/2009)

Ingham County Intermediate School District — Worked with C.D. Hughes Construction along with Dale Brezenski and to start the School to Work Program in Ingham County. (2003 — 2004)

Sinai-Grace Hospital — Annual contributor to hospital and purchased ventilator for the Neonatal Intensive Care Unit headed by Dr. Homer Ryan. (2005 — 2009).

United Way of Michigan — Helped build handicap ramps for disabled veterans.

EDUCATION

1988 — 1990	George Meany University Labor Studies — Course Completed	Silver Springs, MA
1980 — 1986	Wayne State University Industrial Labor Relations — Course Completed	Detroit, MI
1977-1981	U.S. Army Reserves Service completed	Detroit, MI

DEPOSITION
EXHIBIT

4.16.24 KD

**Michigan Department of Transportation
Certificate of Training**

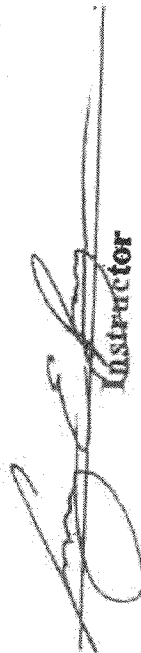
This is to certify that

Jimmy Cooper

Has successfully completed a course entitled

Bridge Paint School

March 9-10, 2015


Instructor



Construction Field Services



Jimmy Cooper <jimmycooper@gmail.com>

SSPC Certification

10 messages

Brent Miller <bmillier@sspc.org>
To: Jimmy Cooper <jimmycooper@gmail.com>
Cc: Joe Berish <berish@sspc.org>

Tue, Jul 18, 2017 at 9:50 AM

Good morning,

Congratulations on achieving QP certification for Allied Painters Corp! Please find attached your QP certificates. The hard copies will be mailed via UPS. Your certification is good until 3/31/18. Please note that while your certification runs through 2017, you may be required to undergo an annual or follow up audit in 2017.

Also attached are logos that can be used in your marketing materials, web site etc. The SSPC public contractor search at www.SSPC.org will also be updated with your company information.

Welcome the SSPC QP Program, please let me know if you need anything else.

Thank you,

Brent Miller | *SSPC Certification Specialist*
Address: 800 Trumbull Drive
Pittsburgh, PA 15205-4365, US
Phone: (412) 281-2331 x2209
Toll Free: (877) 281-7772
Email: bmillier@sspc.org Website: www.sspc.org



3 attachments

QP 1 & 2.jpg
102K



QP Cert Allied Painters Corp.pdf
477K

QP 1 & 2.sps
265K

Jimmy Cooper <jimmycooper@gmail.com>
To: ptomes@milbocker.com

Tue, Jul 18, 2017 at 10:35 AM

Sent from my iPhone

Begin forwarded message:

From: Brent Miller <bmillier@sspc.org>
Date: July 18, 2017 at 10:50:03 AM EDT
To: Jimmy Cooper <jimmycooper@gmail.com>
Cc: Joe Berish <berish@sspc.org>
Subject: SSPC Certification

[Quoted text hidden]

3 attachments



QP 1 & 2.jpg
102K

QP Cert Allied Painters Corp.pdf
477K

QP 1 & 2.eps
265K

Jimmy Cooper <jimmycooper@gmail.com>
To: Jerry Jones <jjones@z-contractors.com>

Tue, Jul 18, 2017 at 10:36 AM

Sent from my iPhone

Begin forwarded message:

From: Brent Miller <bmillor@sspc.org>
Date: July 18, 2017 at 10:50:03 AM EDT
To: Jimmy Cooper <jimmycooper@gmail.com>
Cc: Joe Berish <berish@sspc.org>
Subject: SSPC Certification

[Quoted text hidden]

3 attachments



QP 1 & 2.jpg
102K

QP Cert Allied Painters Corp.pdf
477K

QP 1 & 2.eps
265K

Jimmy Cooper <jimmycooper@gmail.com>
To: myrickt@michigan.gov

Tue, Jul 18, 2017 at 10:57 AM

Sent from my iPhone

Begin forwarded message:

From: Jimmy Cooper <jimmycooper@gmail.com>
Date: July 18, 2017 at 11:36:36 AM EDT
To: Jerry Jones <jones@z-contractors.com>
Subject: Fwd: SSPC Certification

[Quoted text hidden]

3 attachments



QP 1 & 2.jpg
102K

 **QP Cert Allied Painters Corp.pdf**
477K

 **QP 1 & 2.eps**
265K

Jimmy Cooper <jimmycooper@gmail.com>
To: Jerry Jones <jones@z-contractors.com>

Tue, Jul 18, 2017 at 11:01 AM

Recived thank you very much

Sent from my iPhone

[Quoted text hidden]

<QP Cert Allied Painters Corp.pdf>

<QP 1 & 2.jpg>

<QP 1 & 2.eps>

Myrick, Theresa (MDOT) <MyrickT@michigan.gov>
To: Jimmy Cooper <jimmycooper@gmail.com>

Tue, Jul 18, 2017 at 11:04 AM

Thank you Jimmy.

I will try and get Allied Painters' application review completed this afternoon so we can get prequalification reinstated.

Theresa

From: Jimmy Cooper [mailto:jimmycooper@gmail.com]
Sent: Tuesday, July 18, 2017 11:57 AM
To: Myrick, Theresa (MDOT) <MyrickT@michigan.gov>
Subject: Fwd: SSPC Certification

[Quoted text hidden]



Jimmy Cooper <jimmycooper@gmail.com>
To: Jerry Jones <JJones@z-contractors.com>

Tue, Jul 18, 2017 at 11:26 AM

Sent from my iPhone

Begin forwarded message:

From: "Myrick, Theresa (MDOT)" <MyrickT@michigan.gov>
Date: July 18, 2017 at 12:04:08 PM EDT
To: Jimmy Cooper <jimmycooper@gmail.com>
Subject: RE: SSPC Certification

[Quoted text hidden]

Jimmy Cooper <jimmycooper@gmail.com>
To: rickthompson@anlaan.com

Wed, Feb 7, 2018 at 1:09 PM

Sent from my iPhone

Begin forwarded message:

From: Jimmy Cooper <jimmycooper@gmail.com>
Date: July 18, 2017 at 12:26:46 PM EDT
To: Jerry Jones <JJones@z-contractors.com>
Subject: Fwd: SSPC Certification

[Quoted text hidden]

Jimmy Cooper <jimmycooper@gmail.com>
To: aadams@marineadamslawpc.com

Mon, Feb 12, 2018 at 2:02 PM

Sent from my iPhone

Begin forwarded message:

From: Jimmy Cooper <jimmycooper@gmail.com>
Date: February 7, 2018 at 2:09:46 PM EST
To: rickthompson@anlaan.com
Subject: Fwd: SSPC Certification

[Quoted text hidden]

Jimmy Cooper <jimmycooper@gmail.com>
To: apcoffice2016@gmail.com

Mon, Mar 5, 2018 at 2:59 PM

Sent from my iPhone

Begin forwarded message:

From: Jimmy Cooper <jimmycooper@gmail.com>
Date: February 12, 2018 at 3:02:54 PM EST
To: aadams@marineadamslawpc.com
Subject: Fwd: SSPC Certification

[Quoted text hidden]

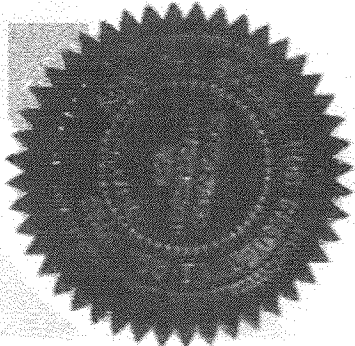



Allied Painters Corporation

of
Macomb, MI

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES SSPC-QP1

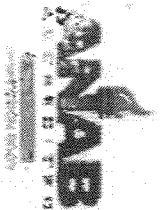


.....

.....
President, SSPC

July 18, 2017 – March 31, 2018

.....
Validation Period
.....

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2269 to verify authenticity of certification.





Allied Painters Corporation

of

Macomb, MI

has met or exceeded the requirements set forth in the SSPC Painting Contractor Certification Program for


INDUSTRIAL HAZARDOUS PAINT REMOVAL SSPC-QP2

"A"

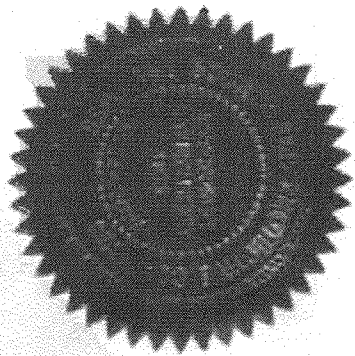
Category

July 18, 2017 – March 31, 2018

Validation Period


President, SSPC

Owners are advised to contact SSPC at 412-291-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



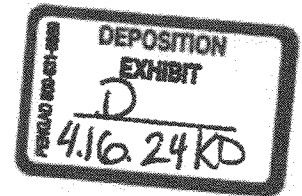


RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

July 16, 2014



Mr. Jimmy L. Cooper
Allied Painters Corp.
56465 Romeo Plank
Macomb, Michigan 48042

Dear Mr. Cooper:

Thank you for hand delivering the Contract Performance Evaluation Review (CPER) Team requested information on Monday, July 7, 2014. The CPER Team appreciates the information provided by Allied Painters Corp.

The CPER Team has met and discussed your submittal and we feel that you have addressed our request with your response and documentation. The CPER Team has no further questions or inquiries of your firm.

A copy of this letter is being provided to Greg Frens in the Construction Contracts area of the Contract Services Division as you have fulfilled our request.

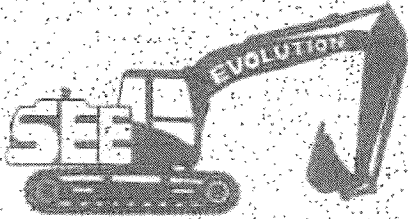
If you have any questions please contact me at guttingj@michigan.gov or 517-636-6334.

Sincerely,

Jason Gutting, P.E.
Engineer of Construction Operations
Contract Performance Evaluation Review Team

CFS:JJG:mn
cc: CPER Team
Greg Frens

DEPOSITION
EXHIBIT
E
9.16.24 JD



BIANCA BUSH

C E O

PROFILE

Staffing Equipment Evolution LLC staff has over 20 years of experience in the Construction Industry. We offer construction services in Demolition, Asbestos Abatement, Hauling, Grading, Site Work, Underground Utilities and more.

Staffing Equipment Evolution LLC, "SEE" serves to ensure the best performance within all services provided. We are committed to customer satisfaction by performing that which is required through contracts and specifications, while efficiently focusing on meeting schedules and deadlines.

CONTACT

PHONE
313-397-7114

WEBSITE:

EMAIL:
Seecompany21@gmail.com

CERTIFICATIONS

Licensed Demolition Contractor
State of Michigan Licensed Asbestos
Abatement Contractor
Detroit Business Certifications
MBE/WBE

PERSONAL SUMMARY

An enthusiastic leader with first class communication skills and a long history of successful management. Bianca is educated to a high level, with extensive knowledge of all current industry laws, building codes and practices. An inspiring and motivational CEO with interpersonal skills and the ability and passion to develop, oversee and manage any contract she obtains. She is able to push performance improvement whilst at the same time delivering growth. Possessing vast managing directorship and CEO experience she will always ensure that clear objectives and expectations are delivered and maintained.

WORK EXPERIENCE

KINK CONSTRUCTION – MANAGING PARTNER

Bianca responsibilities included planning, organizing, scheduling, building code compliance, quality control and manage the overall residential construction development valuing 2 million annually.

JTM CONSTRUCTION - PROJECT MANAGER

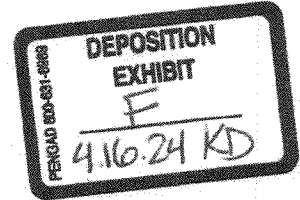
Oversaw, developed and maintained a good relationship with the Owner, Architect, and Subcontractors while managing commercial tenant improvement projects for retail and mix use.

XCEL CONSTRUCTION – Project Coordinator

Worked side by side with the Project Manager on Commercial and residential demolition, concrete, water and sewage projects. Prepared project construction schedules and reviewed construction drawings and specifications for coordination and compliance.

EDUCATION & SKILLS

- Bachelor of Science In Architecture/Construction Science Minor
- Enhancing operations, business development and service delivery.
- Working under deadlines with ease while delivering high quality results.



CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL
DEBARMENT REPORT

STAFFING EQUIPMENT EVOLUTION
OIG FILE NO. 23-0019-INV
February 26, 2024

I. Debarment Determination

On August 28, 2023, the City of Detroit Office of Inspector General (OIG) opened a complaint involving Staffing Equipment Evolution, LLC (SEE). It was alleged that SEE is connected to former City of Detroit contractor Bobby Ferguson. In 2013, Mr. Ferguson was convicted of nine (9) felonies, including racketeering, extortion, and bribery, related to City of Detroit contracts. He was sentenced to 21 years in federal prison but was released in April 2021 on compassionate grounds.¹ The OIG sought to determine if SEE was connected to Mr. Ferguson and, if so, did SEE fraudulently try to conceal his involvement with the company.

While investigating this complaint, the OIG found discrepancies in information submitted by SEE to the City of Detroit during the process to become a prequalified bidder. Therefore, the OIG reviewed SEE's responses and representation made in the prequalification process to determine if any fraudulent misrepresentations were made. Evidence revealed that SEE made false and/or misleading statements in order to meet the requirements to become a prequalified bidder, which would enable SEE to work as a Proposal N for Neighborhoods (Prop N) program contractor for the City of Detroit.²

During our investigation, SEE stopped cooperating with the OIG in violation of the 2012 Charter of the City of Detroit (Charter). Most of the documentation provided by SEE was incomplete or unresponsive to the OIG's request.³ SEE owner Bianca Bush, through her attorney, also refused to be interviewed by the OIG.⁴

As such, based on a preponderance of the evidence gathered at this time, the OIG is making the following determinations.

- Staffing Equipment Evolution, LLC shall be debarred for five (5) years with an effective date of February 26, 2024 and an end date of February 26, 2029;

¹ United States of America v. Bobby W. Ferguson, Case No. 10-20403, Opinion and Order Granting Defendant's Motion for Compassionate Release, April 29, 2021.

² Proposal N for Neighborhoods is a plan to address 16,000 vacant houses in Detroit through rehabilitation or demolition. See <https://detroitmi.gov/departments/housing-and-revitalization-department/proposal-n#:~:text=Proposal%20N%20is%20a%20plan,sold%20to%20a%20deserving%20Detroiter>, accessed on January 2, 2024.

³ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023. See also SEE Exhibits 1-7.

⁴ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha regarding Close Out, December 12, 2023.

- Staffing Equipment Evolution, LLC owner Bianca Bush shall be debarred for five (5) years with an effective date of February 26, 2024 and an end date of February 26, 2029; and
- Staffing Equipment Evolution, LLC Operations Manager Jimmy Cooper shall be debarred for three (3) years with an effective date of February 26, 2024 and an end date of February 26, 2027.

Pursuant to Section 17-5-354(b) of the City's Debarment Ordinance, SEE, Ms. Bush, and Mr. Cooper are also precluded from serving as a "subcontractor or as a goods, services or materials supplier for any contract" for the City of Detroit. Additionally, because Ms. Bush and Mr. Cooper, as individuals, are debarred, no company they own, are an officer for, or have a direct or indirect financial or beneficial interest in may do business with the City of Detroit as a contractor or subcontractor for the period of debarment as set forth above.⁵

II. Overview of Staffing Equipment Evolution

SEE was formed on May 20, 2021.⁶ The company provides construction debris removal and jobsite cleanup for both residential and commercial sites, civil site work, excavation, underground water and sewage utilities, and residential and commercial demolition including remediation.⁷ SEE is owned by Bianca Bush who also acts as the Chief Executive Officer (CEO).⁸ The Operational Manager of SEE is Jimmy Cooper⁹ and the Secretary is Maurice Hill.¹⁰ SEE was certified as a Woman-Owned Business Enterprise (WBE) and Minority-Owned Business Enterprise (MB) by the City of Detroit Civil Rights, Inclusion, & Opportunity Department (CRIO).¹¹

SEE was awarded four (4) contracts to provide Trash Out Services for the Prop N program after the company became a prequalified bidder through the Office of Contracting and Procurement (OCP).¹² The four (4) contracts had a total maximum value of \$399,630.¹³ SEE was also awarded one (1) contract to provide tree trimming services for the City of Detroit's

⁵ City of Detroit Debarment Ordinance, Section 17-5-363. Application of remedies.

⁶ Staffing Equipment Evolution LLC (SEE) submittal for the City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, References and Citations, pg. 2. See also Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, May 20, 2021.

⁷ SEE submittal for RFQQ 181368, Organization and Capabilities, pg. 1.

⁸ Staffing Equipment Evolution LLC Company Biography.

⁹ *Id.*

¹⁰ Limited Liability Company Certificate of Authority, signed by Maurice Hill on May 1, 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548. Specifically, this contract was between the City of Detroit General Services Department (GSD) and SEE for tree trimming services.

¹¹ Detroit Business Certification Program Staffing Equipment Evolution, FY 2023-2024.

¹² Proposal N for Neighborhoods is a plan to address 16,000 vacant houses in Detroit through rehabilitation or demolition. See <https://detroitmi.gov/departments/housing-and-revitalization-department/proposal-n#:~:text=Proposal%20N%20is%20a%20plan.sold%20to%20a%20deserving%20Detroiter>, accessed on January 2, 2024.

¹³ Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541.


General Services Department (GSD). This contract had a maximum value of \$750,000.¹⁴ Thus, SEE was awarded five (5) City of Detroit contracts with a total maximum value of \$1,149,630.¹⁵ On October 3, 2024, OCP invoked its right to terminate SEE's contracts for convenience pursuant to Section 11.03 of the contracts. The termination was effective October 10, 2023.¹⁶ As OCP has the right to terminate the contract under the terms of the contract, the OIG was not involved in the termination.

III. Analysis and Findings

a. SEE Response to Prop N RFQQ

In early 2023, SEE applied to become a prequalified bidder for the Prop N program.¹⁷ The City of Detroit requires contractors to go through a prequalification process to become eligible to bid on Prop N contracts. The purpose of the Request for Qualifications Quote (RFQQ) is to identify "contractors to be included on the City of Detroit Proposal N Program Trash Out Supplier List" who will then "have the opportunity to bid on City of Detroit Proposal N Trash Out work."¹⁸ The prequalification application "must be signed by an officer or representative of the company who is authorized to bind the company to an agreement obligation with the City."¹⁹ Jimmy Cooper signed the documentation in SEE's RFQQ submission as well as all contracts awarded to the company.²⁰

SEE was also required to provide references in its response to become a prequalified bidder. The company provided the following four (4) companies as a reference.

1. Kink Construction, LLC 
2. New Beginnings Landscaping
3. Carlette Construction Consulting

¹⁴ Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract No. 6005548.

¹⁵ Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541. See also Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract No. 6005548.

¹⁶ Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005039- Proposal N Trash Out Release E Group F7, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005044- Proposal N Trash Out Release F Group F12, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005536- Proposal N Trash Out Release G Group G11, October 3, 2023; Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005541- Proposal N Trash Out Release G Group G14, October 3, 2023; and Letter from Deputy CFO/ Chief Procurement Officer Sandra Stahl to SEE President Bianca Bush regarding Notice to Terminate City of Detroit Contract No. 6005548- Citywide Blight Tree Removal & Trimming, October 3, 2023.

¹⁷ SEE submittal for RFQQ 181368.

¹⁸ RFQQ 181368, Section 1: Program Goals and Objections, pg. 5.

¹⁹ RFQQ 181368, Section 6: Submission Requirements and Instructions, pg. 8.

²⁰ SEE submittal for RFQQ 181368. See also Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, 6005541, and 6005548.

4. P & P Group, Inc.²¹

i. Kink Construction, LLC

SEE listed Kink Construction LLC (Kink), a California based company, as one of its references.²² The RFQQ 181368 *Reference Form (Reference Form)* completed by SEE indicated that, between 2021 and 2022, SEE provided “consulting services regarding construction services, site restoration, demo of structures interior and exterior, trash hauling of demo debris and administrative services insurance and bonding.”²³ Dustin Bridges was listed as the owner of Kink as well as the contact person who could verify the information provided by SEE.²⁴

On April 20, 2022, an OCP Procurement Assistant sent a message to Kink’s general email address with specific questions about the work completed by SEE.²⁵ On April 22, 2022, Dustin L. Bush (not Dustin Bridges) who purportedly owns Kink responded to OCP. He stated that “SEE did perform work for [Kink] at 3 different properties. [Kink] would be happy to recommend them for future work with the City of Detroit.”²⁶ Mr. Bush listed three (3) properties, all located in Detroit, in which SEE allegedly performed concrete removal and replacement, stripping of topsoil and grading, debris removal, and excavation and pipe installation.²⁷

The OIG finds that SEE, with the assistance of Kink and Mr. Bush, made false and/or misleading statements related to this reference which was provided to OCP so SEE could become a prequalified contractor. First, SEE represented to OCP that Kink was owned by Dustin Bridges and listed Mr. Bridges as the point of contact to verify the reference.²⁸ However, Kink is actually co-owned by SEE owner Bianca Bush and her husband Dustin Bush.²⁹ The OIG found no evidence that anyone named Dustin Bridges owned Kink at any time during the prequalification process. Further, Mr. Bush provided the verification to OCP that SEE completed work in a timely and satisfactory manner. However, because Kink is owned by Ms. Bush and her husband and Ms. Bush also owns SEE, the reference provided by Kink cannot provide an independent verification of SEE’s ability to perform work. Therefore, the OIG finds SEE’s reference from Kink is false and/or misleading.

*1 mistake
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²¹ SEE submittal for RFQQ 181368.

²² California Secretary of State LLC Registration- Articles of Organization for Kink Construction LLC, July 1, 2021. See also <https://kink.ac/>, accessed on January 25, 2024.

²³ SEE submittal for RFQQ 181368, Reference Form Kink Construction LLC, pg. 61.

²⁴ *Id.*

²⁵ SEE submittal for RFQQ 181368, Email from OCP Procurement Assistant II Gwen Wallace to admin@kink.ac regarding Reference Check Staffing Equipment Evolution (SEE), April 20, 2022, pg. 63.

²⁶ SEE submittal for RFQQ 181368, Email from Kink owner Dustin Bush to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 22, 2022, pg. 62.

²⁷ *Id.*

²⁸ SEE submittal for RFQQ 181368, Reference Form Kink Construction LLC, pg. 61.

²⁹ See <https://kink.ac/meet-the-team/>, accessed on January 25, 2024. See also Westlaw Edge PeopleMap Report for Bianca Bush.

Additionally, the OIG was unable to substantiate that SEE, in fact, performed any work for Kink at the addresses provided by Mr. Bush.³⁰ On November 9, 2023, the OIG requested that SEE provide all contracts, agreements, and invoices related to the work SEE allegedly performed for Kink.³¹ On December 4, 2023, SEE, through their attorney, responded that the company "did not begin working until 2021. The references indicate that SEE staff, through Jimmy Cooper, an experienced laborer leader, and former General Manager of Laborers Local 1191, has an extensive relationship with the parties identified as references."³² No additional documentation was attached to support this representation.

see exhibit

Moreover, Kink's *Reference Form* stated that SEE performed work for them between 2021 and 2022. This time-period is significant, as SEE was formed in 2021, and thereby confirms Mr. Bush's ownership interest in SEE during the time period SEE allegedly worked for Kink. Mr. Bush specifically referenced work that was supposedly completed by SEE, stating that "SEE did perform work..." and "SEE removed old furniture..."³³ Additionally, Mr. Bush indicated that when "there was any change to the original scope of work SEE quickly communicated these changes in cost/time for both parties to [agree] on."³⁴ Despite the representation that SEE completed the work and that a scope of work existed, SEE failed to provide any evidence to support SEE's representation, despite the efforts made by the OIG through its document request. Therefore, the OIG is unable to substantiate that SEE performed the alleged work. This is problematic, and without the information requested by the OIG, we find that SEE made false and/or misleading statements regarding this matter.

based on what

ii. New Beginning Landscaping

In addition to Kink, SEE identified New Beginning Landscape (New Beginning) as a reference in its RFQQ 181368 submission. The *Reference Form* submitted by SEE stated that, from 2000 to 2022, "the staffing of Staffing Equipment Evolution LLC, 'SEE' has worked with the above landscape company for over 20 years, both firms are second and third generations minority owned firms. The Staff of SEE has performed clean up of debris, stump and tree removals, and complete site clean-ups for New Beginning Landscape."³⁵ A list of 19 properties in which SEE's "experienced staff" removed and hauled away debris was also included.³⁶ New Beginning owner Maurice Hill was listed as the contact person who could verify that SEE performed the services listed.³⁷

³⁰ The addresses provided were 223 Horton, 19575 Argyle Crescent, and 13592 Appleton.

³¹ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

³² Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

³³ SEE submittal for RFQQ 181368, Email from Kink owner Dustin Bush to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 22, 2022, pg. 62.

³⁴ *Id.*

³⁵ SEE submittal for RFQQ 181368, Reference Form New Beginning Landscape, pg. 68.

³⁶ *Id.*

³⁷ *Id.*

On March 29, 2022, an OCP Procurement Assistant sent an email to Mr. Hill with questions regarding the work allegedly completed by SEE.³⁸ On April 6, 2022, Mr. Hill confirmed that SEE performed work at 5470 St. Aubin, Detroit which is the business address for New Beginning.³⁹ He stated that SEE "cleaned out the office space and shop area of all the brick wall that was there. Also wood framing [was] done [and] they also cleaned exceptionally well and hauled away it[. It] was expected to take 4 days [but] it was completed in 2 days [and] all the trees and fence and grading was done in the same time frame very professional and I'd refer to anyone."⁴⁰

informative statements

The OIG finds that SEE, with the assistance of New Beginning and Mr. Hill, made false and/or misleading statements related to this reference which was provided to OCP so SEE could become a prequalified contractor. RFQQ 181368 requires potential contractors to detail their crew capacity which determines how much work a contractor is eligible to have under contract at any given time.⁴¹ Each crew must contain four (4) people and contractors are required to identify those individuals and their position on their assigned crew.⁴² SEE listed Mr. Hill as the driver for their second crew.⁴³ He is also SEE's secretary and thus has the "authority to execute and commit the Company to conditions, obligations, stipulations and undertakings" in contracts between SEE and the City of Detroit.⁴⁴

SEE explained to the OIG that employees listed in its RFQQ response, which included Mr. Hill, "are hired on a project-by-project basis."⁴⁵ If true, Mr. Hill would have had a financial incentive to verify that SEE completed work for New Beginning and that the work performed was satisfactory. As such, we find that Mr. Hill stood to benefit if SEE became a prequalified contractor and was subsequently awarded City of Detroit contracts.

financial incentive?

The RFQQ also required interested contractors to provide a list of their equipment and evidence of insurance.⁴⁶ As a part of their submission to OCP, SEE provided a copy of its *Equipment Lease Agreement* with New Beginning.⁴⁷ On May 9, 2022, SEE entered into an agreement with New Beginning to lease a 2022 GMC Sierra 2500 pickup truck. It was a 12 month lease in which SEE agreed to pay New Beginning \$600 a month. The *Equipment Lease Agreement* was signed by Maurice Hill on behalf of New Beginning and Bianca Bush on behalf

³⁸ Email from OCP Procurement Assistant II Gwen Wallace to Maurice Hill regarding Reference Check Staffing Equipment Evolution, March 29, 2022.

³⁹ SEE submittal for RFQQ 181368, Equipment Lease Agreement, pg. 15 and State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁴⁰ SEE submittal for RFQQ 181368, Email from New Beginning Landscape owner Maurice Hill to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 6, 2022, pg. 56.

⁴¹ City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, Section 2: Minimum Qualifications, pg. 5.

⁴² *Id.*

⁴³ SEE submittal for RFQQ 181368, Crew List, pg. 9.

⁴⁴ Limited Liability Company Certificate of Authority, signed by Maurice Hill on May 1, 2023.

⁴⁵ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

⁴⁶ OCP RFQQ 18168, Section 2: Minimum Qualifications, pg. 5.

⁴⁷ SEE submittal for RFQQ 181368, Equipment Lease Agreement between Staffing Equipment Evolution, LLC and New Beginning Landscape Services LLC for 2022 GMC Sierra 2500 Pickup, pg. 14.

of SEE.⁴⁸ SEE submitted the proof of insurance which showed that the GMC Sierra was insured by New Beginning.⁴⁹ This truck was also listed as the vehicle that would be used by the second crew to which Mr. Hill was identified as a SEE employee.⁵⁰

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SEE as a company did not complete the work described in the New Beginning Reference Form. On December 4, 2023, SEE explained to the OIG that the reference indicated that "SEE staff, through Jimmy Cooper" had an "extensive relationship" with New Beginning.⁵¹ It is unclear if Mr. Cooper did the work alleged in the form, as SEE's response only mentions a "relationship" between him and New Beginning. Regardless, OCP does not allow work performed by an employee at a different company to count toward the new company's experience.⁵² OCP is "looking for [a] vendor's experience not an individual."⁵³

After the
fact

Additionally, the Reference Form indicates that the work was performed between 2000 and 2022.⁵⁴ SEE was formed in 2021.⁵⁵ Therefore, SEE could not possibly have worked for New Beginning in 2000. Additionally, there is no evidence that SEE did any work for New Beginning from 2021 to 2022 despite the OIG's request for any documentation which would support the representation that SEE did work for New Beginning from 2021 to 2022. SEE failed to provide any such information.⁵⁶ SEE also refused the OIG's request for an interview to clarify the representations made, which effectively precluded the OIG's ability to further investigate the matter.⁵⁷ Therefore, without any documentations or interviews, the OIG is unable to substantiate the representations made by SEE that they did any work for New Beginning. This is problematic, as without any supporting evidence, we can only conclude that that the representations made by SEE pertaining to New Beginning were either false and/or misleading.

iii. Carlette Construction

Carlette Construction Consulting (Carlette Construction) was also identified by SEE as a reference in its RFQQ submittal.⁵⁸ Carlette Construction owner Ernie Williams was listed as the point of contact. The Reference Form submitted by SEE stated that, from 1998 to 2021, "Staffing Equipment Evolution's staff has worked with Mr. Williams for over 2 decades [doing] debris removal, site excavation, and excavation of foundations and site restoration."⁵⁹

⁴⁸ SEE submittal for RFQQ 181368, Equipment Lease Agreement, pg. 15 and State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁴⁹ SEE submittal for RFQQ 181368, State of Michigan Certificate of No-Fault Insurance, pg. 34.

⁵⁰ SEE submittal for RFQQ 181368, Crew List, pg. 9.

⁵¹ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

⁵² Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution, January 5, 2024.

⁵³ *Id.*

⁵⁴ SEE submittal for RFQQ 181368, Reference Form New Beginning Landscape, pg. 68.

⁵⁵ SEE RFQQ 181368, References and Citations, pg. 2. See also LARA Articles of Organization, May 20, 2021.

⁵⁶ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

⁵⁷ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley regarding Close Out, December 12, 2024.

⁵⁸ SEE submittal for RFQQ Reference Form Carlette Construction Consulting, pg. 57.

⁵⁹ *Id.*

An OCP Procurement Assistant sent an inquiry to Carlette Construction's general email address with specific questions about the about the services SEE detailed that it performed on the *Reference Form*. On April 5, 2022, Carlette Construction Project Manager Ronald Williams responded to OCP's questions.⁶⁰ He stated that SEE performed all work on schedule and per specifications. He also stated that SEE removed overgrown material and external debris at properties in Detroit and Ferndale.⁶¹

The OIG finds that SEE, with the assistance of Carlette Construction and Ronald Williams, made false and/or misleading statements related to this reference which was provided to OCP so SEE could become a prequalified contractor. As stated above, contractors are required to identify their employees who will work on City contracts.⁶² SEE listed Ronald Williams, a project manager for Carlette Construction, as the driver for SEE's first crew.⁶³ SEE explained to the OIG that employees listed in its RFQQ response, which included Mr. Williams, "are hired on a project-by-project basis."⁶⁴ Thus, if true, Mr. Williams would have had a financial incentive to verify that SEE completed work for Carlette Construction and that it was done in a satisfactory manner. As such, we find that if SEE became a prequalified contractor and was subsequently awarded City of Detroit contracts, Mr. Williams would stand to financially benefit from SEE. Mr. Williams' reference for SEE therefore is false and/or misleading.

SEE was also required to provide a list of their equipment and evidence of insurance.⁶⁵ One of the trucks that SEE stated would be used by their company was a 2021 Ram pickup truck.⁶⁶ This truck was registered to and insured by Carlette Construction.⁶⁷ Also, this Ram truck was assigned to crew one where Mr. Williams was the listed driver.⁶⁸ Despite SEE's purported use of this vehicle, SEE did not provide the OIG with any type of lease agreement for the Ram truck as requested by the OIG.⁶⁹ This is another example of the overlapping relationship between the reference source and SEE. Therefore, we again find the reference from Carlette Construction was not an independent verification of SEE's ability to perform work.

⁶⁰ SEE submittal for RFQQ, Email from Carlette Construction Project Manager to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 5, 2022, pg. 58. See also <https://www.linkedin.com/in/ronald-williams-3b6a8142/>.

⁶¹ SEE submittal for RFQQ, Email from Carlette Construction Project Manager to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution (SEE), April 5, 2022, pg. 58. Mr. Williams' response stated that SEE performed work at 20202 Appoline, 9646 Whitcomb, 14551 Asbury Park, and 18010 Littlefield in Detroit as well as 2000 Eight Mile Road in Ferndale.

⁶² City of Detroit Office of Contracting and Procurement Request for Qualifications (RFQQ 181368) Proposal N for Neighborhoods Program- Trash Out, Section 2: Minimum Qualifications, pg. 5.

⁶³ Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁶⁴ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

⁶⁵ OCP RFQQ 18168, Section 2: Minimum Qualifications, pg. 5.

⁶⁶ Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁶⁷ SEE submittal for RFQQ, Michigan Registration and Certificate of No-Fault Insurance- Michigan, pgs. 21-22.

⁶⁸ Employee Crew List provided by SEE as Exhibit 2 on December 4, 2023.

⁶⁹ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

Further, the Carlette Construction *Reference Form* states that “Staffing Equipment Evolution’s staff has worked with [Carlette Construction owner] Mr. Williams for over 2 decades...⁷⁰” However, it is unclear who did the work alleged as SEE’s response only mentions a “staff.”⁷¹ Regardless, OCP does not allow work performed by an employee at a different company to count toward the new company’s experience.⁷² OCP is “looking for [a] vendor’s experience not an individual.”⁷³ It should also be noted that SEE declined the OIG’s request for an interview on this matter.⁷⁴ SEE’s refusal not only evidences SEE’s unwillingness to cooperate with the OIG’s investigation, but hinders the OIG’s ability to get is effectively precluded from obtaining any necessary clarification on this matter. Again, this is problematic, as without any supporting evidence or clarification, we can only conclude that that the representations made by SEE pertaining to New Beginning were either false and/or misleading.

iv. P&P Group

The last reference that SEE provided to OCP was P&P Group. The *Reference Form* submitted by SEE stated that, from 2021 to 2022, SEE provided “consulting services regarding construction services, site restoration, demo of structures interior and exterior, trash hauling of Odemo debris and administrative services insurance and bonding.”⁷⁵ P&P Group owner Priest Price was listed as the contact person who could verify that SEE performed the services listed on the *Reference Form*.⁷⁶ On March 30, 2022, an OCP Procurement Assistant sent an email to P&P Group’s general email address with questions regarding the work allegedly completed by SEE.⁷⁷ On April 1, 2022, P&P Group responded from the company’s general email stating that they were “not familiar with Staffing Equipment Evolution.”⁷⁸

Though the work was allegedly performed while SEE was in business, there is no evidence that SEE ever did any type of work for P&P Group. It is also unclear why SEE would provide a reference for work for a company that is not familiar with SEE and therefore cannot verify that SEE performed satisfactory work. SEE also declined the OIG’s request for an interview despite the OIG’s effort to seek clarity on whether SEE ever performed any work for the P&P Group.⁷⁹ Therefore, without further clarification from SEE, we find P&P Group’s response to OCP alone evidences that SEE provided a false reference.

b. Connection to Bobby Ferguson

⁷⁰ SEE submittal for RFQQ Reference Form Carlette Construction Consulting, pg. 57.

⁷¹ SEE submittal for RFQQ Reference Form Carlette Construction Consulting, pg. 57.

⁷² Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution, January 5, 2024.

⁷³ *Id.*

⁷⁴ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley regarding Close Out, December 12, 2024.

⁷⁵ SEE submittal for RFQQ Reference Form P&P Group, pg. 65.

⁷⁶ *Id.*

⁷⁷ SEE submittal for RFQQ, Email from OCP Procurement Assistant II Gwen Wallace to P&P Group (info@gopandpgroup.com) regarding Reference Check Staffing Equipment Evolution, March 30, 2022, pg. 67.

⁷⁸ SEE submittal for RFQQ, Email from P&P Group (info@gopandpgroup.com) to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution, April 1, 2022, pg. 67.

⁷⁹ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley regarding Close Out, December 12, 2024.

The OIG found several connections between Bobby Ferguson and SEE, which is owned by his daughter Bianca Ferguson Bush. Based on the evidence collected by the OIG to date, we make the following findings:

- On April 21, 2021, Mr. Ferguson was granted a compassionate release from federal prison.⁸⁰ Soon thereafter, on May 20, 2021, Ferguson Group V, LLC (Ferguson Group) was incorporated with Bobby Ferguson listed as the resident agent.⁸¹ Also on May 20, 2021, SEE was incorporated with Bianca Bush listed as its resident agent.⁸²
- The Ferguson Group and SEE both listed their street address and mailing address as 535 Griswold Street, Suite 111-75 in the companies' Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs (LARA).⁸³ This address is a P.O. Box located in the UPS Store in the Buhl Building which is an impermissible street address pursuant to LARA's rules and regulations.⁸⁴ According to LARA:

A registered office must be included in the Articles of Incorporation. A registered office is an address in the state of Michigan where the resident agent is available. The registered office must be a physical location, but the mailing address can be a P.O. Box. A corporation must always maintain a current registered office. If the registered office location or mailing address changes, the corporation must file a certificate to change the registered office location or mailing address. A registered office change may also be made on the annual report.⁸⁵

- The Ferguson Group and SEE also indicated that they both operate out of 14365 Wyoming in Detroit. In a court filing, Mr. Ferguson stated that he was employed by the Ferguson Group located at 14365 Wyoming.⁸⁶ SEE provided a rental agreement to the OIG showing that SEE rented 14365 Wyoming from Four Childrens Enterprises.⁸⁷

⁸⁰ United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Opinion and Order Granting Defendant's Motion for Compassionate Release, April 29, 2021.

⁸¹ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for The Ferguson Group V LLC, May 20, 2021. A resident agent is someone who is appointed by the corporation to receive any documents, notices or demands served upon the corporation. See Michigan Department of Licensing and Regulatory Affairs (LARA) Corporations, Securities & Commercial Licensing Bureau, Corporations Division, Common Problems Filing Articles of Incorporation.

⁸² Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for Staffing Equipment Evolution LLC, May 20, 2021.

⁸³ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization, for The Ferguson Group V LLC, May 20, 2021.

⁸⁴ <https://locations.theupsstore.com/mi/detroit/535-griswold-street>, accessed on January 11, 2024.

⁸⁵ Michigan Department of Licensing and Regulatory Affairs (LARA) Corporations, Securities & Commercial Licensing Bureau, Corporations Division, Common Problems Filing Articles of Incorporation.

⁸⁶ Willie McCormick & Associates, Inc. v. Bobby W. Ferguson ,et al., Civil Action No. 12-15460, Application to Proceed in District Court Without Prepaying Fees or Costs, July 24, 2023.

⁸⁷ Rental Agreement (Month-to-Month) between Four Childrens Enterprises and Bianca Bush for 14365 Wyoming Street, Detroit, MI 48238 submitted by SEE as Exhibit 3.

- Four Childrens Enterprises was incorporated in 1997 by Bobby Ferguson.⁸⁸
- Several current and/or former SEE employees have close ties to Mr. Ferguson.
 - Several current and/or former SEE employees wrote letters in support of or provided assistance to Mr. Ferguson in 2013 prior to his sentencing.⁸⁹
 - Another employee listed by SEE in a 2023 submission to the City of Detroit has ties to Mr. Ferguson dating back to at least 2009.⁹⁰ The filing alleges that he assisted Mr. Ferguson in criminal wrongdoing prior to Mr. Ferguson's conviction in 2013.⁹¹

However, despite the many connections between Mr. Ferguson and SEE, the OIG was unable to conclude that Mr. Ferguson has a direct or indirect financial or beneficial interest in SEE at this time.

Therefore, though the OIG investigated this matter, we did not factor in SEE's connections to Mr. Ferguson in our decision to debar SEE. In fact, the OIG's debarment of SEE is based on 1) the false and misleading references provided by SEE which is discussed in detail above; and 2) SEE's lack of cooperation in the OIG's investigation, which is further discussed below.

c. Lack of Cooperation

Section 7.5-310 of the 2012 Charter of the City of Detroit (Charter) states that it "shall be the duty of every Public Servant, contractor and subcontractor and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Inspector General in any investigation."⁹² It further states anyone who "willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty."⁹³ This requirement and the associated penalty are also incorporated into

⁸⁸ Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Organization for Four Childrens Enterprises, March 20, 1997.

⁸⁹ United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Defendant Bobby Ferguson's Sentencing Memorandum, October 8, 2013, pg. 5-6. See also United States of America vs. D-2 Bobby W. Ferguson, Case No. 10-20403, Consolidated Motion and Memorandum in Support for a Hearing to Allow the Defendant Bobby W. Ferguson to be Released on Bond Pending Sentencing, March 22, 2013, pg. 2. See also SEE Employee and Equipment List 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

⁹⁰ SEE Employee and Equipment List 2023. This document was submitted in relation to the Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

⁹¹ United States v. Bobby W. Ferguson, Michael Woodhouse, Calvin L. Hall, Ferguson Enterprises, Inc., Xcel Construction Services, Inc., and A&F Environmental/ Johnson Construction Services, Case No. 10-20535, February 27, 2012.

⁹² 2012 Charter of the City of Detroit, Section 7.5-310. Cooperation in Investigations; Obstruction.

⁹³ *Id.*

Article 17 of all City of Detroit contracts.⁹⁴ We note, as previously discussed in this report, SEE was awarded five (5) separate contracts with the City of Detroit, all of which contain Article 17.

On November 9, 2023, the OIG sent a document request to SEE through their attorney Anthony Adams. The OIG requested the following information, which was due by end of business on November 27.

1. SEE employee list which includes the start date and job title.
2. All equipment lease agreements.
3. All building lease agreements.
4. For RFQ 181368, SEE provided 4 references: (1) Carlette Construction Consulting, (2) Kink Construction, (3) P & P Group, and (4) New Beginning Landscape. For each reference, please provide the following for the timeframe 2018-2022.
 - All contracts and/or agreements for work completed by SEE.
 - All invoices for work completed by SEE.⁹⁵

After receiving the above request from the OIG, on the same day, Mr. Adams requested that the OIG provide the “notice of charge.”⁹⁶ The OIG responded, in part, that we do “not issue charges. The OIG investigates waste, abuse, fraud, and corruption based on complaints received or initiated by our office.”⁹⁷

On November 27, 2023, the OIG sent an email to Mr. Adams to remind him that the requested information was due that day.⁹⁸ He requested an extension which was granted by the OIG.⁹⁹ On December 4, 2023, Mr. Adams provided a response to the OIG’s document request which included a letter.¹⁰⁰ The letter stated, in part,

All of this information is on file with the city of Detroit. [SEE] went through a rigorous process to become certified and had positive work experiences with city staff. Now, they have been subjected to what I can only term a “Star Chamber”¹⁰¹ examination because Ms. Bush is the daughter of a person who was convicted of a crime

⁹⁴ See Professional Services Contract between City of Detroit and Staffing Equipment Evolution LLC, Contract Nos. 6005039, 6005044, 6005536, and 6005541. See also Professional Services Contract between City of Detroit and Staffing Equipment, July 27, 2023. Evolution, Contract No. 6005548.

⁹⁵ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 9, 2023.

⁹⁶ *Id.*

⁹⁷ *Id.*

⁹⁸ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Detroit OIG Request 23-0019-INV, November 27, 2023.

⁹⁹ *Id.*

¹⁰⁰ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC (“SEE”) Company Submission, December 4, 2023.

¹⁰¹ The Merriam-Webster Dictionary defines a ‘star chamber’ as a proceeding that is “characterized by secrecy and often being irresponsibly arbitrary and oppressive.” See Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/star-chamber>, accessed on January 17, 2024.

against the city of Detroit. Now we punish children for the sins of their fathers.

Instead of using the process to “Debar” [SEE] which would have required to the city to present it[s] evidence, they hide behind the thin veneer of evidence which no one has seen, public recrimination and defamation of the characters of the individuals who created a company that employed people struggling to get jobs in the city of Detroit.

I look forward to a sit down to get to the bottom of the hit job [being] performed on SEE.¹⁰²

The above-referenced letter was accompanied with documents which purported to be responsive to the OIG’s November 9, 2023 request. However, based on our review of the documents provided by SEE, we find most of the documentation was incomplete or unresponsive to the OIG’s request.

For example, the OIG requested a list of SEE’s employees. In response, SEE provided the resumes of Ms. Bush, the “Sole Member of SEE” and Jimmy Cooper, Operations Manager as well as the list of workers initially submitted to the City of Detroit.¹⁰³ It was noted that all of those employees “are laborers and are hired on a project-by-project basis.¹⁰⁴” The documents did not contain the start dates of the employees, as requested by the OIG. The OIG also requested all of SEE’s building and equipment lease agreements. SEE provided its Rental Agreement for 14365 Wyoming and stated that they have “no equipment leases at the present time.¹⁰⁵”

The OIG also requested information regarding the four (4) references listed in SEE’s submission for RFQ 181368 to verify that SEE performed the services alleged on the reference forms. Specifically, the OIG requested all contracts/ agreements the company had with Carlette Construction, Kink, P & P Group, and New Beginning as well as all invoices for work completed for these companies. In response to this request, SEE provided information not requested by the OIG including its City of Detroit contracts and invoices, notice of termination letters from the city, and Detroit business certifications as well as its reference forms for Carlette Construction Consulting, P & P Group, and New Beginning. We duly note SEE did not provide any of the contracts/ agreements and invoices that were specifically requested by the OIG. It should also be noted that SEE did not provide any information, including the *Reference Form*, for Kink Construction which is owned by Ms. Bush and her husband.

¹⁰² Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley , copied to client, re: Staffing Equipment Evolution, LLC (“SEE”) Company Submission, December 4, 2023.

¹⁰³ *Id.*

¹⁰⁴ *Id.*

¹⁰⁵ *Id.*

On December 5, 2023, the OIG emailed Mr. Adams and requested to schedule an interview with Ms. Bush.¹⁰⁶ On the same day, Mr. Adams asked the OIG to "provide clarification concerning what your Department is investigating concerning SEE."¹⁰⁷ To which, on December 6, 2023, the OIG responded that we are "reviewing SEE's responses and representations made in the prequalification process to determine if any fraudulent misrepresentations were made."¹⁰⁸ The OIG also identified the provisions in the Charter which requires SEE's cooperation in the OIG investigation.¹⁰⁹

Mr. Adams did not respond to the OIG's December 6, 2023 email. As such, on December 7, 2023, the OIG followed up on the request to interview Ms. Bush and asked for a response by the end of business on December 8.¹¹⁰ On December 11, 2023, after not having received a response from Mr. Adams, the OIG emailed him with a third and final request to schedule an interview with Ms. Bush. The OIG noted in the email that if we did not receive a response from Mr. Adams by the end of business on December 12, we would take that to mean that Ms. Bush decided not to cooperate with our investigation.¹¹¹

On December 12, 2023, Mr. Adams responded "SEE Company has submitted all documents requested. Without further explanation from you regarding what was supposedly fraudulently submitted, it doesn't make sense to participate further. I reiterate the 'Star Chamber' nature of these proceedings."¹¹² On December 12, 2023, the OIG replied to Mr. Adams, stating, that the

OIG is an independent city department and had no role in the termination of SEE's contracts. Additionally, please note that the City of Detroit Charter requires that contractors doing business with or seeking to do business with the City of Detroit cooperate with an OIG investigation by providing documents and testimony as requested. Therefore, by choosing not to come in for an interview, your client is not fully cooperating with our investigation.

Further, the purpose of the OIG interview is to give your client a chance to answer questions regarding SEE's responses and representations made in the pre-qualification process before the OIG determines if any fraudulent misrepresentations were

¹⁰⁶ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 5, 2023.

¹⁰⁷ *Id.*

¹⁰⁸ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams, copied to Inspector General Ellen Ha, regarding Clarification concerning SEE OIG Investigation, December 6, 2023.

¹⁰⁹ *Id.*

¹¹⁰ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 7, 2023.

¹¹¹ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams regarding Staffing Equipment Evolution, LLC, December 11, 2023.

¹¹² Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha regarding Close Out, December 12, 2023.

made. As such, we are providing your client an opportunity to be heard prior to the finalization of our investigation.¹¹³

Mr. Adams did not respond to this email and the OIG has not had any further communication with SEE.

Therefore, the OIG finds that SEE and Ms. Bush have not cooperated with the OIG's investigation as required by the Charter. SEE's unwillingness to cooperate in the investigation is evidenced by SEE's refusal to provide all documents and information requested by the OIG. SEE's uncooperative nature is further evidenced by Ms. Bush's refusal, through her attorney, to be interviewed by the OIG.

SEE stated that they were "alarmed by how [SEE] is being treated without any hearing or notice to refute alleged 'evidence' that this city claims it has."¹¹⁴ SEE indicated that they look "forward to a sit down to get to the bottom of the hit job [being] performed on SEE."¹¹⁵ However, when Ms. Bush was given the opportunity to "sit down" with the OIG through an interview, she refused the opportunity. In fact, OIG's interview would have given Ms. Bush and her company an opportunity to "refute [the] alleged evidence" collected by the OIG.¹¹⁶

IV. Changes Made by OCP

Lastly, with respect to OCP, the OIG notes that OCP has implemented a new *Reference Check Policy* after the issues with SEE's references were identified. The updated policy was put in place to ensure that references are carefully and systematically reviewed. OCP Contract Procurement Specialists (CPS) or Procurement Assistants (PA) is now required to do the following:

Prepare Questions: Develop a set of standardized questions to ask each reference for consistency prior to the release of the bid. The questions address the vendor's communication skills, problem-solving abilities, and their overall satisfaction with the vendor's performance and if they would recommend or higher the vendor again. CPS or PA will ask if the project was within the budget, did the vendor meet the schedule, and/or if they had any change order or issues. Questions could vary based on the commodity.

When the reference form is received: CPS or PA Contact
References: Reach out to the provided references via phone or email. CPS/PA will clearly identify themselves and their role in the

¹¹³ Email from OIG Attorney Jennifer Bentley to SEE Attorney Anthony Adams, copied to Inspector General Ellen Ha, regarding Close Out, December 12, 2023.

¹¹⁴ Email from SEE Attorney Anthony Adams to Inspector General Ellen Ha and OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution (SEE), November 7, 2023.

¹¹⁵ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

¹¹⁶ Email from SEE Attorney Anthony Adams to Inspector General Ellen Ha and OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution (SEE), November 7, 2023.

Procurement department. CPS/PA will ask specific questions related to the vendor's performance, reliability, quality of products/services, and adherence to deadlines.

Check Credentials: Verify the credentials of the references to ensure they are legitimate and have a relevant association with the vendor. Cross-check the information provided with any publicly available data or industry databases such as LARA and visit websites, use Google to view review. Review any before & after pictures.

Document Responses: Record detailed responses from the references. Note any positive feedback, concerns, or issues raised by the references.

Compare Responses: Compare responses across different references to identify common themes or areas of concern. Pay attention to any consistent patterns that may influence the decision-making process.

Follow Up: If there are any ambiguous or concerning responses, the CPS/PA will following up with the references for clarification. They will address any specific concerns or seek additional information as needed.

Documentation and Reporting: The CPS/PA should document the entire reference verification process with the date and time the call or visit was made. Attach the information with the bid documents. CPS will summarize the feedback received from references and share with the evaluation committee during the evaluation. The CPS should consider the overall satisfaction, reliability, and performance of the vendor as reported by their references.¹¹⁷

Based on the proactive steps taken by OCP in this instance, the OIG does not have any additional recommendations for the OCP at this time.

V. Reasons for Debarment

Section 17-5-355 of the Debarment Ordinance outlines the reasons a contractor may be debarred. A contractor is defined as "a party, including a vendor or consultant, who, or which, seeks to enter, or enters, into a contract with the City for the delivery of goods or services."¹¹⁸ It

¹¹⁷ Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding OCP Reference Check Policy, January 25, 2024.

¹¹⁸ City of Detroit Debarment Ordinance, Section 17-5-353. Definitions.

states, in pertinent part, that a "contractor may be debarred, based upon a preponderance of the evidence,¹¹⁹" for:

- (6) Submission of false or misleading documentation, or making false or misleading statements.
- (9) Any other conduct that evidences the inability of the contractor to act responsibly in its conduct on behalf of the City.

The evidence shows that SEE, through Ms. Bush and Mr. Cooper, submitted false or misleading information related to their references to become a prequalified contractor for the Prop N program. SEE indicated that the company performed work for Kink which was verified by Kink's owner and Ms. Bush's husband Dustin Bush. However, the OIG was unable to substantiate that SEE performed any work for Kink at the addresses provided by Mr. Bush.¹²⁰ The OIG requested that SEE provide all contracts/ agreements and invoices related to this work but SEE did not provide the requested information.

Further, SEE listed New Beginning and Carlette as references. However, SEE did not do any work for these companies. Instead, "SEE staff, through Jimmy Cooper" allegedly completed the work.¹²¹ As previously stated, OCP does not allow work performed by an employee at a different company to count toward the new company's experience.¹²² OCP is "looking for [a] vendor's experience not an individual."¹²³ Finally, SEE indicted that the company provided services for P&P Group but the P&P Group stated they were not familiar with SEE.¹²⁴ Such submissions show SEE and Ms. Bush's inability to act responsibly in their conduct on behalf of the City.

SEE and Ms. Bush also failed to cooperate with the OIG investigation by withholding documents and testimony as required by 7.5-310 of the Charter. As detailed above, SEE did not provide all documentation requested by the OIG. Additionally, Ms. Bush, through her attorney, declined to "participate further" in the OIG investigation "without further explanation" about what was "supposedly fraudulently submitted."¹²⁵ Failure to participate was a violation of the Charter and SEE's contracts and it also hindered the OIG's ability to get necessary clarification from Ms. Bush. As such, SEE and Ms. Bush have not acted as responsible contractors.

VI. Length of Debarment

¹¹⁹ Debarment Ordinance, Section 17-5-355. Grounds for Debarment.

¹²⁰ The addresses provided were 223 Horton, 19575 Argyle Crescent, and 13592 Appleton.

¹²¹ Letter from See Attorney Anthony Adams to OIG Attorney Jennifer Bentley, copied to client, re: Staffing Equipment Evolution, LLC ("SEE") Company Submission, December 4, 2023.

¹²² Email from OCP Manager of Policy, Auditing, Compliance, and E-Procurement Adam M. G. Kind to OIG Attorney Jennifer Bentley regarding Staffing Equipment Evolution, January 5, 2024.

¹²³ *Id.*

¹²⁴ SEE submittal for RFQQ, Email from P&P Group (info@gopandpgroup.com) to OCP Procurement Assistant II Gwen Wallace regarding Reference Check Staffing Equipment Evolution, April 1, 2022, pg. 67.

¹²⁵ Email from SEE Attorney Anthony Adams to OIG Attorney Jennifer Bentley and Inspector General Ellen Ha regarding Close Out, December 12, 2023.

Section 17-5-362 of the Debarment Ordinance outlines the factors to consider when determining the length of debarment. It states that the "period of debarment shall be commensurate with the seriousness of the cause or causes therefore, but in no case shall the period exceed 20 years. Generally, debarment should not exceed five years."¹²⁶

The OIG finds that, based on a preponderance of the evidence detailed above, SEE, Ms. Bush, and Mr. Cooper did not act as responsible contractors. They submitted false or misleading documentation to become a prequalified Prop N contractor and failed to cooperate with the OIG investigation into this matter. Additionally, Ms. Bush did not cooperate with the OIG's investigation as required by the Charter. Thus, the OIG finds that it is in the public interest to debar SEE, Bianca Bush, and Jimmy Cooper as their conduct that shows their inability to act as responsible contractors. Therefore, the OIG finds that SEE and Ms. Bush shall be debarred for five (5) years and Mr. Cooper shall be debarred for three (3) years.

VII. Conclusion

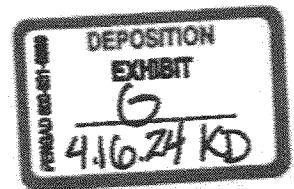
The OIG is required to ensure that the City solicits offers from and awards contracts to responsible contractors only. The serious nature of debarment requires that it is only imposed when it is in the public's interest, which the OIG finds in this instance. Based on preponderance of evidence as presented in this report and supported by the entire record of information, the OIG finds that Staffing Equipment Evolution, LLC, Bianca Bush, and Jimmy Cooper are not responsible contractors. Ms. Bush and Mr. Cooper's actions on behalf of SEE lacked business integrity and business honesty. As such, we find it is in the public interest to debar these contractors from working on any City of Detroit contracts for the debarment period as identified in this report.

Moreover, pursuant to Section 17-5-354(b) of the Debarment Ordinance, SEE, Ms. Bush, and Mr. Cooper are also precluded from serving as a "subcontractor or as a goods, services or materials supplier for any contract" for the City of Detroit. Further, no company they own, are an officer for, or have a direct or indirect financial or beneficial interest in may do business with the City of Detroit as a contractor or subcontractor for the period of debarment.

The debarments for SEE and Ms. Bush are effective beginning February 26, 2024 with an end date of February 26, 2029. The debarment for Mr. Cooper is effective beginning February 26, 2024 with an end date of February 26, 2027.

¹²⁶ Debarment Ordinance, Section 17-5-362. Period of Debarment.

Staffing Equipment Evolution LLC
Ph:(313) 397-7114 Email: seecompany21@gmail.com



Gwen Wallace
Office of Contracting and Procurement
Coleman A. Young Municipal Center
2 Woodward Ave., Ste. 1008
Detroit, MI 48226

Attention: Gwen Wallace

To Gwen Wallace,

Re: Trash Out Committee Response_SEE

Staffing Equipment Evolution (SEE) has no affiliation with Gayanga, or are we associated with any other contractors. Mr. James Ferguson, the supervising employee of SEE was previously employed by Gayanga; and for us to be in compliance with obtaining a City of Detroit Wrecking License, the City required the following, three (3) year Foreman- Superintendent-Supervisor experience. James has over 20 years of experience, yet his last (3) years of experience was his employment as a Foreman - supervisory at Gayanga. Therefore, the only reason that SEE submitted those commercial properties, was because they are associated with our supervisor James last three years' experience.

SEE shall clarify the "experience discrepancy" My resume alone, Jimmy Cooper, See's Operational Manger, (resume attached) indicates well over 22 years of experience in the construction industry, Residential and Commercial. As a business manager for Laborer's Union 1191 for over 30 years, I represented and overseen over 3,000 men and women on construction projects, i.e., Metro Airport, Book Cadillac. I've worked under President George W. Bush, facilitating Small business in our community teaching minority's how to work together on major construction projects.

Our Owner, Bianca Bush, has a Bachelor of Science in Architecture and a Construction Science Minor, her experience has been vetted, she's obtained a City of Detroit Wrecking License, which required for her to obtain expense; a Performance Bond and purchasing General Liability Insurance, all over a year in a half ago, yet she has not been able to generate any income from her investments, due to not being approved to proceed with opportunities of bidding on City Projects. Mr. Bush has also been Certified as MBE/WBE, (Wrecking License and Certifications attached).

Also, our references submitted identifies several other companies, New Beginning Landscape and Carlette Construction Consulting, that Staffing Equipment Evolution presently works for and that our staff has worked with over the past 22 years.

Sincerely,

A handwritten signature in black ink, appearing to be "JC" or "Jimmy Cooper".

Jimmy Cooper
Staffing Equipment Evolution LLC
586 522-9801

CC: Bernadette Walker, Bianca Bush



See Company <seecompany21@gmail.com>

Trash Out Submittal Review Staffing Equipment Evolution

See Company <seecompany21@gmail.com>
To: Gwen Wallace <wallaceg@detroitmi.gov>
Cc: Bernadette Walker <walkerb@detroitmi.gov>

Wed, Dec 14, 2022 at 12:58 PM

Have a Blessed Day and a Merry Merry Christmas. God Bless

On Tue, Dec 13, 2022 at 1:37 PM Gwen Wallace <wallaceg@detroitmi.gov> wrote:
Hi,

Can you add the pickups to the crew sheet?

Thanks,

Gwen Wallace
Procurement Assistant II
Office of The Chief Financial Officer
Office of Contracting and Procurement
Coleman A. Young Municipal Center
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
313-236-3920
wallaceg@detroitmi.gov
<https://tinyurl.com/OCPCustomerSurvey>
Michael E. Duggan, Mayor

From: See Company <seecompany21@gmail.com>
Sent: Tuesday, December 13, 2022 10:31 AM
To: Gwen Wallace <wallaceg@detroitmi.gov>
Subject: [EXTERNAL] Re: Trash Out Submittal Review Staffing Equipment Evolution

This Message Is From an External Sender

ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.

Please review attachments of the follow up info requested in our Zoom meeting today 12/13/22 at 9:30am. God Bless

On Fri, Dec 9, 2022 at 5:21 PM Gwen Wallace <wallaceg@detroitmi.gov> wrote:

Microsoft Teams meeting

Join on your computer, mobile app or room device
[Click here to join the meeting](#)

Meeting ID: 246 870 699 457
Passcode: QoXWn7
[Download Teams](#) | [Join on the web](#)

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: EQJ5442 Expires: 07/08/2023

ORIGINAL REGISTRATION

2002 DODGE

PICKUP

Vehicle No.: 1D7HA18N22J164456
W460744485542

Fee Cat. or Wt.: 22001
County: WAYNE

STAFFING EQUIPMENT EVOLUTION LLC

EQJ5442

535 GRISWOLD ST
DETROIT MI 48226



License Fee: 99.00

09062022 133 61883901 168.00

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: DE58086 Expires: 02/29/2024

ORIGINAL REGISTRATION

2009 CHEVROLET

PICKUP

Vehicle No.: 1GCEK19C89Z238190

Fee Cat. or Wt.: 30001
County: WAYNE

STAFFING EQUIPMENT EVOLUTION LLC

DE58086

14365 WYOMING ST
DETROIT MI 48236



License Fee: 142.00

10202022 101 63659881 277.00

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: BC78820 Expires: 02/22/2023

ORIGINAL REGISTRATION

1996 FORD

DUMP

Vehicle No.: 1FDNF80C7WVA35885

Fee Cat. or Wt.: 36000
County: WAYNE

STAFFING EQUIPMENT EVOLUTION LLC

BC78820

14365 WYOMING ST
DETROIT MI 48236



License Fee: 382.00

09222022 133 62476980 429.00

VEHICLE COPY

STATE OF MICHIGAN CERTIFICATE OF NO-FAULT INSURANCE

COMPANY Selective Insurance Company of SC COMMERCIAL PERSONAL

POLICY NUMBER 82547033 EFFECTIVE DATE 08/28/2022 EXPIRATION DATE 08/28/2023

YEAR 2002 MAKE/MODEL Dodge RAM VEHICLE IDENTIFICATION NUMBER 1D7HA18N22J164455

AGENCY/COMPANY ISSUING CARD ZERVOS GROUP INC

INSURED
 STAFFING EQUIPMENT EVOLUTION LLC
 535 Griswold St Ste 111-75
 Detroit MI 48226

An authorized Michigan Insurer, certifies that it has issued a policy complying with Act 294, P.A. 1972, as amended for the described motor vehicle.

WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. If you fail to produce it upon a police officer's request, you will be responsible for

SECRETARY OF STATE'S COPY

MEG

STATE OF MICHIGAN CERTIFICATE OF NO-FAULT INSURANCE

COMPANY Selective Insurance Company of SC COMMERCIAL PERSONAL

POLICY NUMBER S2547033 EFFECTIVE DATE 08/28/2022 EXPIRATION DATE 08/28/2023

YEAR 2008 MAKE/MODEL Chevy Silverado VEHICLE IDENTIFICATION NUMBER 1GCEK19C88Z238190

AGENCY/COMPANY ISSUING CARD ZERVOS GROUP INC

INSURED
 STAFFING EQUIPMENT EVOLUTION LLC
 535 Griswold St Ste 111-75
 Detroit MI 48226

An authorized Michigan Insurer, certifies that it has issued a policy complying with Act 294, P.A. 1972, as amended for the described motor vehicle.

STATE OF MICHIGAN CERTIFICATE OF NO-FAULT INSURANCE

COMPANY Selective Insurance Company of SC COMMERCIAL PERSONAL

POLICY NUMBER S2547033 EFFECTIVE DATE 08/28/2022 EXPIRATION DATE 08/28/2023

YEAR 1996 MAKE/MODEL Ford Dump VEHICLE IDENTIFICATION NUMBER 1FDNF80C7WVA36965

AGENCY/COMPANY ISSUING CARD ZERVOS GROUP INC

INSURED
 STAFFING EQUIPMENT EVOLUTION LLC
 535 Griswold St Ste 111-75
 Detroit MI 48226

An authorized Michigan Insurer, certifies that it has issued a policy complying with Act 294, P.A. 1972, as amended for the described motor vehicle.

Name of Organization conducting Pre-Qualification:
 Sealing Environment Exclusion LLC
 The contractor hereby certifies that:

Name of Local Department: DATA SUPPLY **Department:** DATA SUPPLY
Name of Agency: DATA SUPPLY **Agency:** DATA SUPPLY

Number of Personnel: THREE **Personnel:** THREE

A crew consists of 1 vehicle with 2 laborer and 1 laborer
 1 vehicle is equipped for asbestos abatement work and 1 worker
 Other responsibilities include include safety training, safety training and safety training personnel will be conducting
 a crew will be used during the work with the City of Newark or related agencies will have a minimum of 2 crew

Crew 1:

Name	Driver/Supervisor	Laborer 1	Laborer 2	Laborer 3
Robert Williams				
Ben Rivers				
Patricia Melancon				
Porchie Williams				

Crew 2:

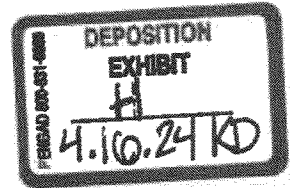
Name	Driver/Supervisor	Laborer 1	Laborer 2	Laborer 3
Robert Williams				
Ben Rivers				
Patricia Melancon				
Porchie Williams				

Crew 3:

Name	Driver/Supervisor	Laborer 1	Laborer 2	Laborer 3
Joseph Sanford III				
Melvin Melancon				
Maurice Royer				
Nia Woods				

CONTRACTORS

Vehicle	Year	Make	Model	Color	License	Driver
Vehicle 1	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 2	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 3	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 4	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 5	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 6	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 7	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 8	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 9	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 10	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 11	2013	CHEV	CRUZE	Black	12A1234	Robert Williams
Vehicle 12	2013	CHEV	CRUZE	Black	12A1234	Robert Williams



REFERENCE FORM

RFP No. 181368

Name of Reference P&P Group
(Company Name)

Contact Person Priest Price Title Owner

Phone No. 313 587 3990 Fax No. _____

E-mail address info@GoPandPGroup.com

Dates of Service 2021 to present

Description of Services Provided:

Consulting services regarding construction services, site
restoration, demo of structures interior and exterior, trashing hauling of
demo debris and administrative services insurance and bonding

Make copies of this form as necessary



See Company <seecompany21@gmail.com>

Dumpster Agreement

P & P Dumpster Depot <info@pandpdumpsterdepot.com>
To: See Company <seecompany21@gmail.com>

Wed, Mar 2, 2022 at 8:53 AM

Good Morning,

Please find attached the signed dumpster contract.

Thank you

 scan0757.pdf
1028K

Rite Away Dumpsters

Dumpster Rental Contract

Terms & Conditions:

Staffing Equipment Evolution LLC agrees to the following terms and conditions for rental of described services.

Pricing & Payments:

1. Customer agrees to pay \$375.00 (base fee) for the 30 yd. container which includes up to 4 tons of materials as well as any overages incurred due to overloading or additional days requested by the Customer. The containers include up to 4 tons, however due to strict weight limitations and associated dump fees any additional materials will be billed at \$100.00 per ton above 4 tons.
2. Customer is responsible for any additional fees assessed by the landfill for certain items such as tires, appliances, etc.
3. The container rental includes use for up to 2 days. If the container is kept longer the 2 days there will be an additional fee of \$50.00 a day up to a maximum of 5 days.
4. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to overweight or other fees not paid upon delivery are due within 14 days of container pick up.
5. Payments for the current weeks rentals are due each Friday. ~~There will be a minimum of a \$25 late fee for each day the payments are late.~~
6. Rite Away Dumpsters accepts the following payment methods Cash, Cash App, Zelle and Credit Cards with a 3% processing fee billed to customer.

Dumpster Use:

1. While dumpsters are in your possession, you will NOT place or allow the following items to be placed into the dumpster:
 - Substances hazardous to health such toxic or corrosive materials or liquids.
 - Liquids of any kind whether contained or not.
 - Cans, drums or other container of any kind unless emptied and crushed and incapable of carrying any liquid.
 - Medical waste or animal carcasses of any kind.
 - Any material not listed above however considered unsuitable for containment e.g. malodorous waste: asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, dryer.
 - Material such as rocks, dirt, or concrete.
2. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.
3. Customer shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

Access and Ground Conditions:

1. The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement and removal of the dumpster. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.

2. Customer is will be held liable for any tickets or violations received while the dumpster is in the possession of the customer.
3. Should the container cause damage to concrete or asphalt during loading or unloading. Rite Away Dumpsters is only responsible if this is due to our negligence. We have specifically identified that heavy container may cause damage and that the placement of these heavy containers
4. Should the Customer fail to return the container, Rite Away Dumpsters maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process, the Customer hereby waving any claims for damages from any such entry or removal.

I, Shelby State Builders LLC agree to all of the above Terms and Conditions.
(Printed name)

Customers Signature

Shelby State Builders LLC

Date:

1/15/22

Company Representative

Jon Murray

Date:

1/15/22

City of Detroit Office of Inspector General

Demolition Procurement Process

OIG Case No. 2015-CC-0179

December 19, 2018



Ellen Ha, ESQ.

INSPECTOR GENERAL

CITY OF DETROIT

OFFICE OF INSPECTOR GENERAL

I. Introduction

On October 24, 2015, the City of Detroit Office of Inspector General (OIG) opened Case No. 2015-CC-0179 examining certain aspects of the demolition procurement process led by the Detroit Land Bank Authority (DLBA) and the Detroit Building Authority (DBA). It is important to note the focus of the investigation was Request for Qualifications (RFQ) No. 06172014A in which Adamo Demolition Company (Adamo), Homrich, and MCM Management Corporation (MCM) were awarded contracts following a contractor meeting ("large-unit contractor meeting") held by the DLBA and DBA to which only the four (4) contractors were invited to attend.¹ On November 2, 2015, the OIG received additional citizen complaints regarding this issue. The OIG incorporated these complaints into its investigation. (See Appendix A- Issues Chart.)

In accordance with Section 7.5-301 of the 2012 Detroit City Charter, the OIG sought to determine whether the DBA and the DLBA engaged in waste, abuse, fraud, or corruption by holding a large-unit contractor meeting prior to the official release of the RFQ. (See Appendix B- Documents Reviewed and Appendix C- Interviews Conducted.)

Therefore, this report contains the OIG's findings and conclusions that are limited only to the large-unit contractor meeting and are based solely on the evidence collected by the OIG during the course of this particular investigation.

Based on our review of documents and interviews conducted for this particular matter, we conclude the large-unit contractor meeting did not violate any existing DLBA policies pertaining to the use of the Hardest Hit Funds (HHF). However, engaging in a meeting that was not open to all contractors unnecessarily gave the appearance to the public that an improper activity was taking place behind the closed door. Therefore, while we find no evidence of waste, abuse, fraud or corruption in the demolition procurement process for the large-unit contractors, we find that the large-unit contractor meeting was improperly limited to select contractors, as we have a duty to conduct our business in the most open and transparent manner possible.

II. Background

Because there has been so much public interest in the City's demolition process over the last several years, we are issuing a comprehensive report on this matter to provide more transparency in the process to the public. It is our hope that by sharing the details of events that transpired during the large-unit contractor meeting, we would dispel any misunderstanding of this complex process and enlighten the public of the process.

¹ Reports have referred to this meeting as a "pre-bid meeting." However, DBA and DLBA employees, demolition contractors and documentation reviewed by the OIG referred to this meeting as the "large-unit contractor meeting." Bierlein Companies, Inc. also attended this meeting after being invited by DBA. Bierlein declined to submit qualifications for this contract.

a. Hardest Hit Funds

In June 2013, the U.S. Department of Treasury through its Troubled Asset Relief Program (TARP) approved the Blight Elimination Program that allowed HHF to be used for the demolition and greening of vacant and abandoned single family and multifamily structures.² The program provides funding to cities, counties, land banks as well as non-profit and for profit organizations for demolition and other blight-remediation activities. The U.S. Treasury Department approved the Michigan State Housing Development Authority (MSHDA) to allocate funds under the Michigan Homeowner Assistance Non-Profit Housing Corporation (MHA) to eligible Michigan cities.³

On October 7, 2013, the City of Detroit and the State of Michigan entered into an agreement under which the MHA allocated \$52.3 million of HHF funds (hereinafter referred to as HHF1) to be used within the City for blight elimination.⁴ The DLBA and DBA (the authorities) facilitate the demolition program on behalf of the City.⁵ State oversight of the program for HHF1 was provided to the DLBA by MSHDA and the Michigan Land Bank Fast Track Authority (MLB). The MLB hired ADR Consultants (ADR) to provide technical assistance to Detroit and other cities undertaking the blight elimination programs.⁶ (See Appendix D- Definitions.)

b. DLBA and DBA Relationship to the City of Detroit

The DLBA is a public authority established pursuant to the Land Bank Fast Track Act⁷ and an intergovernmental agreement (IGA) between the Michigan Land Bank Authority and the City of Detroit.⁸ Therefore, the DLBA is not a City of Detroit department or agency. It is a separate legal entity, governed by its Board of Directors. The Board selects and retains an

² In 2010, the U.S. Department of Treasury created the Troubled Asset Relief Program's (TARP) foreclosure prevention program known as the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets, or the Hardest Hit Fund (HHF). This program was created to assist homeowners in the 18 states and the District of Columbia most affected by the mortgage foreclosure crisis.

³ http://www.michigan.gov/documents/landbank/HHF_FAQs_9_5_13_External_435200_7.pdf

⁴ Detroit has been awarded 5 rounds of Hardest Hit Funds: HHF1 was initially \$52.3 million; HHF1 additional funds of \$5 million awarded in September 2014 totaling \$57.3 million for HHF1; HHF2 was \$49.9 million in total; HHF3 was \$21.25 million in total; HHF4 was \$41.9 million in total; and HHF5 was \$88.1 million in total.

⁵ The DBA provided such services to the DLBA as reviewing requests for proposals; recommending the award of contracts; ensuring applicable permits are obtained by contractors; confirming utility disconnects and environmental clean-up; ensuring demolition completion and clearance and managing the performance of the contractors.

⁶ The MLB and DLBA entered into an Intergovernmental Agreement (IGA) which provided that the MLB would provide the DLBA with project management assistance in carrying out its participation as a blight partner in MHA's blight elimination program. ADR assisted the MLB in providing this assistance.

⁷ MCL 124.751

⁸ On July 29, 2008, the Detroit City Council approved the adoption of the Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority and the City of Detroit. On December 19, 2013, the Michigan Land Bank Fast Track Authority and the City of Detroit entered into a Second Amended and Restated Intergovernmental Agreement for the purpose of amending and reconstituting the Detroit Land Bank Authority. The agreement was signed by MLB Executive Director Kim Heleman and City of Detroit Emergency Manager Kevyn Orr.

executive director.⁹ The IGA expressly tasked the DLBA Board of Directors with several responsibilities which includes: 1) the implementation of day-to-day operations; 2) an annual audit in accordance with the Michigan Budget Act;¹⁰ 3) the adaptation of DLBA's personnel policies and procedures; 4) the ability to contract with others for the provision of all or a portion of the services necessary for the management and operation of the DLBA; and 5) the adaptation of policies and procedures for contracting and procurement.¹¹

Likewise, the DBA is another public authority established pursuant to the Michigan Building Authorities Act.¹² The DBA's Articles of Incorporation allow it to contract with the City of Detroit for maintenance and repair of any buildings owned or leased by the City, or owned or leased by a public entity created by the City in furtherance of any public purpose for the City. Therefore, DBA's relationship with the City of Detroit is that of a professional contractor. This relationship was formalized pursuant to the Demolition Management Agreement dated October 31, 2014.¹³

Though neither authority is a City of Detroit department nor agency, each receives funding from the City. In Fiscal Year 2016, the City allocated \$11.83 million from the general fund to DLBA for its operating expenses.¹⁴ In Fiscal Year 2016, the City allocated \$1,513,100 to the DBA. The authorities also received HHF management fees for each structure demolished under the HHF program.¹⁵

On March 31, 2015, the DLBA and the City of Detroit entered into the Demolition Advance Funds Loan Agreement because MSHDA does not make progress payments to the DLBA and only reimburses the DLBA once a structure is completely demolished. The agreement authorized the City, with the approval of the Chief Financial Officer, to create a Demolition Advance Fund for the DLBA in an amount not to exceed \$20 million in outstanding advances at any time.¹⁶ Therefore, while it may take several months before the DLBA receives HHF reimbursement funds for demolition costs, the loan agreement gives the DLBA the ability to pay outstanding bills from demolition contractors who cannot wait to receive payment for

⁹ The Board consists of 5 members. Four members are appointed by the Mayor with City Council approval. One member is appointed by the Executive Director of MSHDA.

¹⁰ Budget Act means the Uniform Budgeting and Accounting Act, 1968 PA 3, MCL 141.421 to 141.440a.

¹¹ Unless specifically reserved or conditioned upon the approval of the City of Detroit or City Council in the Intergovernmental Agreement with the State, all powers granted under the Land Bank Act to the DLBA may be exercised by the DLBA without the approval of the City Council.

¹² MCL 123.951

¹³ This agreement was signed on behalf of the DBA by Chairman Issiah McKinnon and Treasurer Christopher T. Jackson; on behalf of the City of Detroit by F. Thomas Lownd. It was approved by the DBA Board of Commissioners on September 24, 2014.

¹⁴ Memorandum Review of the Detroit Land Bank Authority's FY 2015 and FY 2016 Budgets to the Honorable Detroit City Council from David Whitaker, Director, Legislative Policy Division Staff dated May 5, 2015. The report stated on page 2 that the "DLBA is responsible for providing a major part of the blight remediation activities on behalf of the City of Detroit, and is responsible for providing residential services formerly provided by the Planning and Development Department, such as the maintenance of the city's residential property inventory, side lot sales, direct sales, auction sales, etc. Consequently, operating costs now loom largely for the DLBA, and without enough operating revenues being generated by the DLBA to operate self-sufficiently, there will be an ongoing need for a subsidy from the city for the DLBA to run sufficiently."

¹⁵ The DBA stopped receiving HHF management fees for work performed after the fiscal year end of June 30, 2016.

¹⁶ This agreement was signed by City of Detroit CFO John Hill, DLBA Executive Director Kevin Samowski, and DLBA Deputy General Counsel Kim Hansen.

completed work. The loan agreement further requires the DLBA to repay the City the Demolition Advance Funds within 45 business days after receiving the final payments of HHF dollars from MHSDA.

The City of Detroit requested that DBA enter into an agreement with DLBA for the demolition of residential properties located in the City.¹⁷ As a result, DLBA and DBA entered into a Demolition Management Agreement whereby the DLBA engaged the professional services of the DBA to coordinate and implement the demolition program. DBA serves as DLBA's program manager and oversees the demolition process. The DBA therefore reviews requests for proposals, recommends awarding of contracts, ensures applicable permits are obtained by the contractors, confirms utility disconnects and environmental clean-up, ensures demolition completion and clearance, and manages the performance of the contractors who are engaged by the DLBA to implement the annual demolition plan. DLBA paid the DBA a fee of \$250 for each structure demolished under the demolition program.¹⁸ However DBA was already assisting the DLBA with the demolition process.

c. Land Transfer Agreements

Between October 2013 and September 2014, the Detroit City Council transferred approximately 27,000 parcels with residential structures to the DLBA to carry out the Hardest Hit Program during the HHF1 round of funding.

- On October 31, 2013, the Detroit City Council approved the transfer of 659 parcels.¹⁹
- On April 15, 2014, the Detroit City Council approved the transfer of 16,399 parcels.²⁰
- On September 23, 2014, the Detroit City Council approved the transfer of 10,316 parcels.²¹

The transfer agreements stated that the DLBA was responsible for the demolition or the rehabilitation of the blighted properties. The terms of the transfer also required the DLBA to maintain the property after demolition and to work to redevelop the parcels. The October 31, 2013 agreement stated that all "demolition projects would be subject to the Hardest Hit Funds

¹⁷ Demolition Management Agreement By and Between the City of Detroit Building Authority and Detroit Land Bank Authority, February 2, 2015, pgs. 1.

¹⁸ Demolition Management Agreement By and Between the City of Detroit Building Authority and Detroit Land Bank Authority, February 2, 2015, pgs. 1-4. It was signed by City of Detroit representatives Chairman Isaiah McKinnon and Treasurer Christopher T. Jackson, DBA General Counsel Lewis & Munday, P.C., and Detroit Land Bank Authority employees Executive Director Keven G. Simowski and DLBA General Counsel Michael Brady. This agreement was approved by the DBA Board of Commissioners by Resolution December 11, 2014. Resolution 02-04-2015 Concurrent Resolution Approving a Demolition Management Agreement By and Between the City of Detroit Building Authority and Detroit Land Bank Authority, attached to this Demolition Management Agreement, states that "pursuant to the Property Management Agreement between the City of Detroit and the Detroit Building Authority, dated October 31, 2014, the City has requested that the DBA enter into this Demolition Management Agreement by and between the City of Detroit Building Authority and the Detroit Land Bank Authority for the demolition of certain residential improvements situated on property in the City."

¹⁹ City of Detroit Journal of the City Council from January 3, 2013 to December 6, 2013, pgs. 1759-1760.

²⁰ City of Detroit Journal of the City Council from January 6, 2014 to December 8, 2014, pgs. 632-644.

²¹ City of Detroit Journal of the City Council from January 6, 2014 to December 8, 2014, pg. 1565.

policies and procedures and all other such regulations and/or statutes governing the demolition of property.”²²

The April 15, 2014 transfer agreement stated that the City did not have the resources or the capacity required to undertake such a large demolition program and that the DLBA did not have title to enough properties to expend the HHF1 allocation. The agreement noted that the City held sufficient number of parcels that included residential structure for the DLBA to expend the HHF allocation if those parcels were owned by the DLBA. In addition, the Michigan Land Bank Fast Track Act²³ gave the DLBA authority to implement policies to provide for the disposition of acquired properties, including the demolition and deconstruction of properties that could not be reasonably rehabilitated.²⁴

The agreements require the DLBA to report to the Mayor and the City Council every quarter which must include a listing of each residential parcel to which title was received from the City, along with the number of properties demolished, deconstructed and sold during that quarter. In addition, the agreement provides that the DLBA report on public health indicators.²⁵ None of the transfer agreements require the DLBA to adhere to City of Detroit procurement policies with respect to the selection of contractors.

d. Procurement and Contracting

The IGA between the MLB and the City of Detroit expressly tasked the DLBA Board of Directors with adopting policies and procedures for contracting and procurement.²⁶ DLBA's *Contracting and Procurement Policy* relevant to this investigation was adopted in May 2014.²⁷ The policy states that DLBA must use a competitive procurement process for purchases of goods and services in excess of \$100,000. DLBA is required to issue a Request for Proposals (RFP) to at least 3 qualified sources. Adequate public notice of the RFP has to be given for a reasonable time, preferably at least 10 business days but no less than 5 business days for the opening of bids. The selection of the winning bidder is subject to the review and approval by the DLBA Board of Directors. In lieu of obtaining quotes, the DLBA Board of Directors may choose to issue a Request for Qualifications (RFQ) when purchasing professional services in an amount not to exceed \$100,000. Professional services are defined in the DLBA policy “as unique, technical or

²² City of Detroit Journal of the City Council from January 3, 2013 to December 6, 2013, pgs. 1759-1760.

²³ MCL 124.751

²⁴ City of Detroit Journal of the City Council from January 6, 2014 to December 8, 2014, pgs. 640.

²⁵ City of Detroit Journal of the City Council from January 6, 2014 to December 8, 2014, pg. 641.

²⁶ Second Amended and Restated Intergovernmental Agreement Between the Michigan Land Bank Fast Track Authority and the City of Detroit continued the Detroit Land Bank Authority which was created in 2009, dated December 19, 2013, pgs. 7-8.

Unless specifically reserved or conditioned upon the approval of the City of Detroit or City Council in the agreement, all powers granted under the Land Bank Act to the DLBA may be exercised by the DLBA without the approval of the City Council.

²⁷ On October 21, 2014, DLBA revised its *Contracting and Procurement Policy*. One of the revisions on page 1 states that “it is expected and required that DLBA staff make a good faith effort to obtain the lowest price offered when seeking to enter into any contract for or procurement of goods or services, based on the apparent needs of the DLBA. If the lowest price available amongst comparable goods or services is not chosen, there must be a documentable reason for choosing a higher price, which generally relates to the quality or unique nature of goods or services rendered. When contracting for or procuring goods and services rendered up to \$50,000, the DLBA may exercise the option to, but is not required, to obtain quotes. If quotes are obtained, they need not be solicited. It is expected that a good faith effort will be made by DLBA staff to obtain the lowest price for the good or service necessary.”

infrequent functions performed by an independent contractor by education, experience, and/or technical ability to provide services and may involve partnerships, corporations, limited liability companies or individuals.”²⁸

However, on October 1, 2013, prior to the adoption of the revised *Contracting and Procurement Policy*, the DLBA Board passed a resolution authorizing the executive director to execute contracts and agreements under the HHF program.²⁹ The resolution essentially gave the DLBA executive director responsibility for HHF contracting.³⁰ As such, the DLBA executive director was not required to seek Board approval for contracts under the HHF program. As a result, none of the actual contracts awarded under RFQ No. 06172014A were brought before the Board.³¹ Thereafter, on the June 17, 2014 DLBA Board of Directors meeting, Resolution 06-04-2014 was approved by the board. The resolution authorized the executive director to “enter into unit priced contracts for all activities associated with the Hardest Hit Fund Demolition Program including but not limited to demolition, asbestos survey, asbestos remediation, and any other related contract for the activities required to successfully complete the program.” Also, prior to the resolution approval, the DLBA had discussions with MSHDA regarding the question of whether the contemplated RFQ complied with program regulations.

Pursuant to the IGA, the DLBA contracts directly with contractors for all demolition work. Therefore, the DLBA has final authority over the awarding of the contracts. The agreement further provides that the MLB would:

Oversee the entire demolition process including requests for proposals, awarding the contracts, ensuring applicable permits are obtained by contractors, environmental clean-up, demolition, and project clearance and completion, in a manner to successfully and fully carry out the terms of the Blight Elimination Program agreement on behalf of the DLBA.

The MLB outsourced the management of HHF1 to ADR, which is owned and operated by Barry Ellentuck. Per the contract, Mr. Ellentuck developed the RFPs³² for the procurement process as well as the scoring methodology for Detroit and other cities. HHF1 contracts were placed for bid on ADR’s website.³³ Once Mr. Ellentuck tabulated the HHF1 scoring, he forwarded the results to the authorities. Bid tabulations were typically reviewed by DLBA

²⁸ DLBA Contracting and Procurement Policy, pgs. 7-8.

²⁹ HHF procurement has always been distinguished from other procurement at the DLBA. HHF procurement has been authorized in each respective HHF resolution.

³⁰ Juanita Jones was the managing DLBA Executive Director in October 2013. At the time of the execution of RFQ No. 06172014A the DLBA Executive Director was Richard Wiener.

³¹ DLBA Resolution No. 10-01-2013 states: “Resolution ratifying the managing Executive Director’s execution of the MSHDA Partnership Agreement for the Hardest Hit Fund program and any ancillary agreements and documents in connection therewith (including the acquisition of assets for the purpose of completing the program, whether publicly or privately held, and also including but not limited to demolition, asbestos survey, title, technology and any other related contract for the program management activities required under the funding) between the DLBA and MSHDA/ MHA in an amount not to exceed \$52.3 million for the program management and demolition of up to 4,000 structures in the DFC-6 target areas.”

³² DLBA was responsible for bundling the properties that were bid on through the RFP process.

³³ ADR Consulting’s website is <http://www.mlbdemo.us/>. Currently, DLBA and DBA develop the RFPs which are placed on DLBA’s website for bid at <http://www.buildingdetroit.org/opportunities/open-rfps-and-rfq/>

Deputy Director for Acquisition and Land Use Carrie Lewand-Monroe,³⁴ DBA Deputy Director James Wright, DBA Director of Special Projects Brian Farkas, and DBA Director David Manardo, who determined which contractor received the contract. Carrie Lewand-Monroe, James Wright and David Manardo have since taken other employment opportunities. ADR would then issue a notice of award to selected contractors. However, ADR's demolition management in Detroit was transitioned to the DBA in the fall of 2014 though ADR's contract with the MLB was not effectively terminated until April 2015.

e. Spending Timeline

The Blight Elimination Program has spending requirements that go into effect once an agreement is reached. Fully executed partner agreements require that each partner must spend 25% of all funds in the first 6 months, up to 70% of award within 12 months of executing the agreement, and the remaining award of up to 100% must be spent within 18 months. Awards to any community not reaching the 12 or 18 month benchmark may be reduced by the difference between the benchmark and the amount expended as of that date.³⁵

On October 7, 2013 the MHA, DLBA and City of Detroit signed a Memorandum of Understanding (MOU) which required the DLBA to spend 70% of the \$52.3 million allocated to it by October 7, 2014. The MOU also stated that if the DLBA was unable to expend the funds within that time, MHA may, at its sole discretion, allocate the remaining funds to another city or for another program.³⁶ The MOU was signed by City of Detroit Emergency Manager Kevyn Orr, DLBA Managing Director Juanita R. Jones, and MHA Vice President Mary Townley. (See Appendix E- HHF1 Timeline)

III. Discussion

a. Overview RFQ No. 06172014A

Pursuant to ADR's contract with the MLB, on June 17, 2014, ADR issued RFQ No. 06172014A for demolition and asbestos abatement of residential properties via a large scale unit pricing model for the Hardest Hit Fund project. Qualifications were due by June 19, 2014. On June 23, 2014, Mr. Ellentuck emailed Mr. Manardo, Mr. Wright, and ADR program manager Lyn Jordan and informed them that three qualified contractors had responded to the RFQ. Mr. Ellentuck identified the contractors as MCM, Adamo, and Homrich. On that same day, Mr. Manardo responded to Mr. Ellentuck and stated that he was "fine with moving forward with these three contractors for 'mega contract' award."³⁷ On June 27, 2014 at Mr. Ellentuck's direction, Ms. Jordan notified the contractors of their preliminary award via email. The contracts required companies to perform demolition and abatement work for a fixed fee of \$0.52 per cubic

³⁴ In 2014, Carrie Lewand-Monroe was Deputy Director for Acquisition and Land Use. She served as the DLBA Acting Executive Director from September 2015 to December 2015. In December 2015 she became the DLBA Executive Director. Ms. Lewand-Monroe served in this capacity until May 2018.

³⁵ *Blight Elimination Program Operations Manual*, page 6.

³⁶ Memorandum of Understanding City of Detroit and Michigan Homeowner Assistance Nonprofit Housing Corporation Help for the Hardest Hit Blight Program.

³⁷ James Wright, Lyn Jordan, Carrie Lewand-Monroe, Martha Delgado, Brian Farkas, and Rebecca Christensen were copied on this email.

foot as computed by LIDAR³⁸ and compiled by the DLBA. It also required bidders to demonstrate the capacity to complete a minimum of 800 demolition and abatements within 60 days (400 per month).

The traditional bid process allows for demolition contractors to submit a bid for the property bundle identified in the RFP. These traditional or non-unit price bids are typically opened in between 5-10 days.³⁹ Contractors must be pre-qualified to submit a bid. Traditional bids include a set property list with an asbestos survey which allows contractors to base their bid on estimated abatement and demolition costs. The bids are tabulated and awarded to the lowest qualified contractor. See Appendix F for a comparison between traditional bids and RFQ No. 06172014A.

b. Purpose of RFQ No. 06172014A

According to the DLBA and the DBA officials, RFQ No. 06172014A was devised to increase the speed and capacity of demolitions.⁴⁰ They believed if the DLBA failed to spend 70% of the \$52.3 million allocated to it by October 7, 2014 as required by the Blight Elimination Program, the authorities would lose the unspent funds to another city or program. In an email dated August 14, 2014, Mr. Farkas stated that DLBA had to get maximum capacity for the demolition contractors.⁴¹

DLBA worked with MSHDA and the US Treasury to create a unit price system of large volume contracts with a price per square foot based on the competitively bid houses. MSHDA and the US Treasury approved of the unit price system. The unit price contractors were offered to all contractors; three contractors opted in. Once the deadline is met or the DLBA is otherwise relieved of it, the HHF demolition program will stop the unit price system.

When the RFQ was issued in June 2014, no HHF dollars had been drawn down and only \$421,000 had been paid out to contractors. MHA considered funds spent once they were drawn down. However, due to the length of time it took to get funds from MHA, the DLBA paid contractors prior to receiving the funds.

Then DBA Deputy Director James Wright stated that the demolition process started more slowly than the authorities had hoped because of lack of staff and immediate title access to the properties. Demolitions did not begin until April 2014, six months after the Emergency Manager signed the agreement for the first distribution of HHF1 to the DLBA. The authorities stated that

³⁸ LIDAR is Light Detection and Ranging. It is a remote sensing method used to determine the cubic feet of each property.

³⁹ DLBA Procurement Policy

⁴⁰ OIG interviews included DLBA Executive Director Carrie Lewand-Monroe, DBA Director of Special Projects Brian Farkas, and DBA Deputy Director James Wright. Ms. Lewand-Monroe became DLBA Acting Executive Director in October 2015 and became DLBA Executive Director in December 2015. Prior to that time and during the relevant dates of the OIG investigation, Ms. Lewand-Monroe was Deputy Director of Acquisitions and Land Reuse. Richard Wiener was the DLBA Executive Director from January 2014 through October 2014. Kevin Simowski was the DLBA Executive Director from November 2014 until October 2015.

⁴¹ Brian Farkas sent this email to Tom Ouvry and copied Rebecca Christensen, David Manardo, and James Wright.

they were put at a disadvantage because the Emergency Manager signed the agreement before the DLBA had the resources necessary to meet the spending timeline established by MSHDA. Ms. Lewand-Monroe said that from the time the agreement was signed in October 2013 until March 2014, the DLBA had approximately 500 properties and 4-5 employees for the entire organization which was not enough staff to manage the necessary demolition progress. Therefore, speed and capacity had to be increased to meet program deadlines. During that time, the DLBA hired the needed staff and on April 15, 2014, the Detroit City Council approved the transfer of 16,399 properties to DLBA. The DLBA currently has over 140 employees.

The authorities needed to ramp up production to meet the program goals. Mr. Wright explained that to accomplish the 70% spend down requirement, the authorities needed to contract with large contractors and give them a large number of properties to demolish in a short amount of time. The authorities maintained that they hoped that offering a large-unit contract would attract large regional and national demolition contractors to Detroit.

Therefore, the authorities, in consultation with ADR owner Barry Ellentuck, released a large RFP in June 2014 in an attempt to attract new large contractors to the city demolition program. Mr. Ellentuck met weekly with DLBA and DBA officials, emailed meeting minutes and actions items to the attendees. His minutes from the May 30, 2014 meeting stated that a 100 unit RFP was going to be released on June 2, 2014 to "support Bierlein site visit and attract MCM."⁴² Prior to the release of this RFP, DLBA had contracted with eight (8) contractors, including Adamo and Homrich.

Mr. Wright stated that the RFQ set the demolition goal at 800 properties to achieve the 70% spend down. Based on the average cost of demolitions that were done prior to the issuance of the RFQ and the demolitions already under contract set to be performed, an additional 800 properties needed to be demolished to achieve the spend down goal.⁴³

c. Large-Unit Contractor Meeting

On June 10, 2014 and June 11, 2014, the DBA held a meeting with Adamo, Bierlein, Homrich, and MCM prior to the release of RFQ No. 06172014A.⁴⁴ Though the DBA typically met with contractors on a bi-weekly basis to discuss the demolition process, only these select contractors were invited by DBA officials to attend this meeting. The DBA noted that they were attempting to bring in additional contractors who were not already doing demolitions in the City of Detroit. However, of the four contractors invited to attend the meeting, only Bierlein was a potential new contractor to the city's demolition program. Adamo and Homrich were already completing demolitions within the City of Detroit and on June 17, 2014 MCM signed a contract to demolish 100 properties. Mr. Ellentuck's meeting minutes from June 6, 2014 indicate that the unit pricing meeting with contractors would provide the basis for the new large volume RFP. He

⁴² This was RFP No. HHP06022014A. It was a competitively bid RFP for 100 properties. Able, Adamo, Blue Star, MCM and Homrich submitted bids and MCM was awarded the contract.

⁴³ Mr. Farkas stated that the City of Detroit needed 800 total demolitions. The purpose of the large-unit contract was not for each participant to do 800 demolitions but all who participated to total that number of demolitions. He stated that the RFQ required 800 demolitions because they were unsure how many contractors would submit their qualifications.

⁴⁴ One DLBA representative attended the large-unit contractor meeting. DLBA Data and Asset Manager Greg Holman presented information to the attendees.

estimated 3-5 companies would bid.⁴⁵ The meeting notes did not indicate that the participants discussed how to attract even more large demolition contractors despite that being a stated goal of the large unit RFQ.

Mr. Wright stated that DBA chose the contractors primarily based upon DBA's knowledge of the demolition market. The contractors were invited to the meeting based on their perceived capacity to demolish 75-100 properties per week. DBA requires that all contractors submit information regarding firm capacity when bidding on a project. The information includes a list of all of mechanized equipment as well as the number of complete crews that the firm proposes to commit to the assigned project. Mr. Wright stated that DBA used this data to help determine which contractors to invite to the large-unit contractor meeting. In addition, he stated that DBA conducted research using the National Demolition Association website; however, he was unable to provide details concerning this research.

It is not clear exactly when the authorities first began discussing the idea of the large unit RFQ. An email dated May 9, 2014 indicates that Mr. Wright emailed Building, Safety, Engineering, and Environmental Department (BSEED) Director Dave Bell and Office of Contracting and Procurement (OCP) Chief Procurement Officer Boysie Jackson asking if either of them "had packaged up demo RFP's in the past using unit pricing." Additionally, email communication from one of the contractors invited to the meeting makes it clear that some discussions began prior to the large unit contractor meeting. Nick Straub discussed the idea in an email to Mr. Manardo on May 28, 2014.

At this time Roger Homrich and I would like to sit down with you and discuss putting together a unit price contract for future work. It is important to put together a go forward plan very soon as we do not want to assign these House Demolition crews to other projects.

It is likely that DBA was discussing the concept of a unit price contract with at least one contractor prior to the large-unit contractor meeting. The OIG does not know the content of the discussions and it is possible that it was discussed who should be invited to the meeting. No articulable rationale was given for who was excluded from the meeting which leads to potential questions regarding these conversations.

Mr. Wright explained that contractors were invited by email to discuss the procurement plan for cubic foot pricing which was a different way of establishing price than was previously used. The OIG requested the invitation email but DBA was unable to produce it. Mr. Wright also noted that Adamo and Homrich had been doing demolitions in the City of Detroit and he had prior conversations with MCM and Bierlein about bidding on demolitions in the City. However, there is no evidence that anyone at the authorities contacted any other large regional and national contractors to alert them of the opportunity to bid on the large unit contract. Records indicate the following individuals attended the large-unit contractor meeting: John Adamo (Adamo), Barry Ellentuck (ADR), Ray Passeno (Bierlein), Greg Holman (DLBA), Rebecca Christensen (DBA), Brian Farkas (DBA), David Manardo (DBA), Tom Ouvry (DBA),

⁴⁵ Mr. Ellentuck met weekly with officials from DBA and DLBA to discuss the demolition program and bids.

James Wright (DBA), Anthony Abela (Homrich), Nick Straub (Homrich), Roger Homrich (Homrich), Elisabeth Williams (MCM), Leon Bunch (MCM) and Rob Mardigan (MCM).⁴⁶

Mr. Wright stated that the purpose of the meeting was to discuss the proposed RFQ. DBA wanted to gauge contractor capacity, interest and qualifications. DBA also wanted to discuss contractor concerns. Mr. Wright said that this type of contract had not been done before, and that he was trying to identify potential problems that might arise. DBA also wanted to make sure that the price was competitive and would result in contractors submitting qualifications. Once it became apparent that these contractors were interested in the large scale unit pricing model, the authorities did not take any other steps to inform other potential large contractors of the upcoming RFQ.

Participants claim that DBA described the concept of the large-unit contract to attendees and that contractor capacity was a major focus. Homrich employee Nick Straub recalled that contractors were told that the City of Detroit needed to demolish a set number of properties by the end of September 2014 and the plan was for each company to demolish approximately 600 properties. Mr. Straub also indicated that DBA officials stressed the importance of submitting invoices in on time. He said that Mr. Ellentuck gave a presentation to the contractors regarding the administrative side of the demolition project proposal as well as invoicing requirements.

Authority officials stated that attendees negotiated the concept and structure of the contract. Attendees discussed how to most effectively distribute properties to contractors and decided that properties would be disbursed in batches. Contractors also voiced their concerns regarding taking the properties sight unseen. Traditional RFPs allowed contractors to examine properties and obtain an asbestos survey prior to submitting a bid. The contractors were concerned that \$0.52 per cubic foot would not be adequate to cover properties that contained asbestos, debris, tires, and trees that were outside the norm. Mr. Straub stated that contractors were able to negotiate for the provision that any property could be returned for any reason to eliminate the risk of contractors being required to demolish a home whose cost far exceeded \$0.52 per cubic foot.

The attendees also discussed the potential for change orders to cover the cost of backfill. The \$0.52 per cubic foot pricing did not take into consideration the price of dirt because there was enough free dirt to fill the holes left by the properties that were demolished prior to the implementation of the large-unit contract. All attendees agreed that with a much higher number of properties being demolished, there would not be enough free dirt to fill in the holes left by the demolition process.

⁴⁶ On June 10, 2014, Rebecca Christensen sent an email to John Adamo, Barry Ellentuck, Ray Passeno, Greg Holman, Rebecca Christensen, Brian Farkas, David Manardo, Tom Ouvry, James Wright, Anthony Abela, Nick Straub, Roger Homrich, Elisabeth Williams, Leon Bunch, and Rob Mardigan. The subject was Wednesday Meeting. It stated "Thank you all for attending this afternoon- we will see you tomorrow at 11:00 am in the same location." On June 11, 2014, Greg Holman sent an email to "everyone on the sign in sheet." The email contained a spreadsheet that was used at the meeting containing all bid package prices. The email was sent to Rebecca Christensen, John Adamo, Barry Ellentuck, Ray Passeno, Brian Farkas, David Manardo, Thomas Ouvry, James Wright, Anthony Abela, Nick Straub, Roger Homrich, Elisabeth Williams, Leon Bunch, and Rob Mardigan.

d. Price Discussions at the Large-Unit Contractor Meeting

All of the individuals interviewed by the OIG stated that the attendees discussed pricing for the large unit contract. The authorities contend that the purpose of discussing price was to make sure that the rates were competitive and would result in contractors submitting qualifications.

On June 10, 2014, DLBA Data and Asset Manager Greg Holman presented the price model to contractors. Mr. Holman provided a spreadsheet to participants that detailed prior demolition bids and the LIDAR data for each of these properties. The spreadsheet detailed the average low bids and average bids submitted for prior demolitions. The average low bid was \$0.47 per cubic foot and the average bid was \$0.52 per cubic foot.

Mr. Farkas stated that the contractors advocated for the average bid amount as opposed to the average low bid amount. One contractor advocated for an even higher price which the authorities were unwilling to consider. Mr. Wright stated that the price did not change because of the meeting. He indicated that he thought going into the meeting that \$0.52 per cubic foot was a fair price. He said that it better reflected the cost of demolition at this level and pace as opposed to the low bid average of \$0.47 per cubic foot.

Homrich employees Nick Straub and Anthony Abela stated during their interview that on June 10, 2014 contractors were presented with a spreadsheet that indicated where the pricing average came from for the large-unit contract but no actual price was given on that day. They said that it was presented that the price could potentially come from the average low bid or the average bid. On June 11, 2014 contractors returned after having a chance to review their data and consider the pricing model. It was communicated to contractors that \$0.52 per cubic foot would be the price. Mr. Straub stated that contractors were given the option of taking that price or not participating in the RFQ. Bierlein chose not to participate.

e. MSHDA Approval

While DBA was holding the large-unit contractor meeting, Ms. Lewand-Monroe was discussing the concept with Michele Wildman at MSHDA. Ms. Wildman was the Executive Director of the MLB and an Executive Team Member of MSHDA. Therefore, Ms. Lewand-Monroe believed she was getting assurances from both MLB and MSHDA that the proposed large-unit contract procurement process complied with both agencies' regulations. Ms. Wildman also oversaw the contract with ADR for the state. Ms. Lewand-Monroe explained the concept of the large-unit contract to Ms. Wildman over the phone and their conversation was documented in an email.

On June 10, 2014, Ms. Wildman sent an email to Ms. Lewand-Monroe which described their phone conversation. Ms. Wildman wrote that Ms. Lewand-Monroe explained that:

Given the volume of demolition in Detroit coupled with current contractor capacity- the DLBA needs to proceed with some 'super

DEPOSITION
EXHIBIT
3
4.16.24 KD

City of Detroit
Office of the Inspector General
Demolition Backfill Issues
OIG Case No. 19-0012-INV
March 8, 2021



Ellen Ha, Esq.
Inspector General

I. Complaint

On February 23, 2021, the Office of Inspector General (OIG) received a referral from the Special Inspector General for the Troubled Asset Relief Program (SIGTARP). It specifically identified contractors who used I-94 dirt as backfill materials in both the Detroit Hardest Hit Fund (HHF) and non-HHF Demolition Programs. This issue was originally identified by the OIG on August 2, 2018 while investigating another complaint. It was referred to SIGTARP who found additional information and then referred it back to the OIG for further review and action, if any.

II. Scope of Service Requirements

a. HHF Requirements

The HHF Demolition *Scope of Services* details the requirements contractors must adhere to when they are awarded a *Detroit Land Bank Authority Abatement and Demolition of Residential Properties Agreement* contract. Additionally, the *Scope of Services* outlines backfill requirements. Specifically, the *Scope of Services* states

Documentation must be provided to the Owner or its authorized representative as to the origin and environmental condition of backfill materials. Appropriate documentation described in the DBA Guidance for Backfill Material Evaluation and Testing, dated December 18, 2014, must consist of certification letters; material transportation logs, load tickets, manifests, etc. that track quantity, date and origin; and/or a written report detailing the known history and/or current environmental condition of a soil stockpile being proposed for use by the Owner. As described in the DBA Guidance for Backfill Material Evaluation and Testing, there will be three acceptable types of backfill material origination:

1. Category 1 - Residential Construction Sites; Residential Landscape Yard Sites
2. Category 2 - Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites
3. Category 3 - Non-residential: Commercial, Utility, Road, and Construction Sites; Commercial Landscape Sites, and Agricultural Sites.¹

It also states that proposed backfill material from road projects "must be evaluated by a qualified Environmental Professional (EP) at the Contractor's expense."² Further, contractors

¹ Exhibit A *Scope of Services* (Revised 9/07/2017), Section VI: Site Finishing, Part 1: Earthwork and Backfill Management (C), pg. 36.

² *Id.* at 37.

must "assume responsibility for all costs associated with testing and removal of the unacceptable material and the replacement with acceptable material."³

b. Non-HHF Requirements

The non-HHF Demolition Program has similar backfill requirements. It also outlines the same three (3) acceptable types of backfill material origination to be Category 1, Category 2, and Category 3.⁴ Category 3 also requires testing by a qualified Environmental Professional at the contractor's expense.⁵ It further specifies that a contractor seeking review and approval to use Category 3 backfill materials must provide the following prior to using that backfill at an excavation site:

1. Address of the proposed source material.
2. Volume of proposed source material.
3. Source and composition of backfill material (e.g., sand, gravel, etc.).
4. A scaled site map or Google Earth type aerial photograph depicting key property features, including, adjacent roads, and sample locations in relation to the area of soil proposed for relocation.
5. Photographs representative of soil backfill piles proposed for relocation, or soil boring logs of proposed soil backfill excavation area.
6. Description of Sampling Methodology
7. Required analytical data, including laboratory QA/QC, from a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory with proper chain of custody documentation.
8. Provide tabulated data as compared to MDEQ Part 201 Residential Cleanup Criteria.⁶

III. Use of Unapproved I-94 Dirt

On August 2, 2018, the OIG interviewed a Dani's (Dani's) representative. Dani's is an aggregate hauling company that contracts with outside entities to remove dirt.⁷ Dani's contracted with CA Hull Co., Inc. (CA Hull) to haul away dirt from the I-94 Project. During his interview, Mr. O'Brien stated that his company delivered dirt from the I-94 Project to demolition sites within the City of Detroit that was used as backfill. It should be noted that Dani's did not have a contract with the City of Detroit or Detroit Land Bank Authority (DLBA) and is therefore unfamiliar with Detroit Demolition Program requirements.

³ Id. at 39.

⁴ *Scope of Services*, 11/15/2016, Demolition of Residential Structures, pg. 19.

⁵ Id. at 20.

⁶ Id. at 29.

⁷ <https://www.linkedin.com/company/dani-s-transport/about/> and OIG Interview of Dani's representative, August 2, 2018.

Mr. O'Brien provided three (3) invoices from CA Hull that listed properties within the City of Detroit where I-94 dirt had been unloaded.⁸ He stated that contractors have previously asked for blank load tickets which Dani's refused to provide. However, he believes other trucking companies have given contractors blank load tickets though he did not provide specific information on this matter.⁹ However, this may be the reason contractors were able to submit load tickets that did not identify I-94 as the source of backfill.

AKT Peerless confirmed that dirt from the I-94 Project was never approved for use in the Detroit Demolition Program.¹⁰ Therefore, the OIG compared the addresses identified in the invoices provided by Dani's to the information available in SalesForce. Evidence shows that Adamo Group (Adamo), Rickman Enterprise Group (Rickman), Dore & Associates, Inc. (Dore), and Blue Star, Inc. (Blue Star) all used dirt from the I-94 Project at several locations throughout the City of Detroit as detailed below.

a. Adamo

Based on the OIG's review of the attached evidence, Adamo used dirt from the I-94 Project as backfill at two (2) HHF properties that were part of HHF Contract 5.5.17F. The details are as follows:

- 9910 Rutherford
- 9916 Rutherford

DATE	LOAD TICKET #	INVOICED	DESTINATION	SOURCE	QUANTITY YDS
4/10/2018	TYL-234130		9910 Rutherford	I-94	40
4/11/2018	216910		9910 Rutherford	I-94	40
4/11/2018	246089	\$1,203.00	9910 Rutherford	I-94	40
4/11/2018	246090		9910 Rutherford	I-94	40
4/11/2018	248743		9910 Rutherford	I-94	40
4/11/2018	248744		9910 Rutherford	I-94	40
4/10/2018	SBT-23155	\$1,738.00	9916 Rutherford	I-94	40
4/10/2018	SBT-23156		9916 Rutherford	I-94	40
4/10/2018	SBT-23789		9916 Rutherford	I-94	40
4/10/2018	SBT-24697		9916 Rutherford	I-94	40
4/10/2018	SBT-24698		9916 Rutherford	I-94	40
4/10/2018	SBT-25418		9916 Rutherford	I-94	40
4/10/2018	SBT-25590		9916 Rutherford	I-94	40
		\$2,941.00			520

⁸ CA Hull Invoices #18144, #18243, and #18356.

⁹ OIG Interview of Andy O'Brien, August 2, 2018.

¹⁰ Email from AKT Peerless VP of National Quality Control Megan Napier to OIG Attorney Jennifer Bentley regarding I-94 Dirt Source, dated March 3, 2021.

b. Rickman

Based on the OIG's review of the attached evidence, Rickman used dirt from the I-94 Project as backfill at one (1) HHF property that was part of HHF Contract 12.22.16N. The details are as follows:

- 11712 Findlay

DATE	LOAD TICKET #	INVOICED	DESTINATION	SOURCE	QUANTITY YDS
4/20/2018	248095	\$2,922.00	11712 Findlay	I-94	40
4/20/2018	248096		11712 Findlay	I-94	40
4/20/2018	249340		11712 Findlay	I-94	40
4/20/2018	249495		11712 Findlay	I-94	40
4/20/2018	250040		11712 Findlay	I-94	40
4/20/2018	251302		11712 Findlay	I-94	40
4/20/2018	251303		11712 Findlay	I-94	40
		\$2,922.00			280

c. Dore & Associates

Based on the OIG's review of the attached evidence, Dore used dirt from the I-94 Project as backfill at one (1) Non-HHF property that was part of Non-HHF Contract 18AC1815. The details are as follows:

- 17251 Omira

DATE	LOAD TICKET #	RFP #	INVOICED	DESTINATION	SOURCE	QUANTITY YDS
4/20/2018	249341	Emergency 18AC1815	\$1,000.00	17251 Omira	I-94	40
4/20/2018	249496	Emergency 18AC1815		Dakota and (17251) Omira	I-94	40
			\$1,000.00			80

d. Blue Star

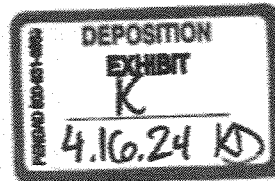
Based on the OIG's review of the attached evidence, Blue Star used dirt from the I-94 Project as backfill at one (1) Non-HHF property that was part of Non-HHF Contract 17AC1028. The details are as follows:

- 2623 Ferry

DATE	LOAD TICKET #	INVOICED	DESTINATION	SOURCE	QUANTITY YDS
4/26/2018	221546	\$12,000.00	2623 Ferry	I-94	40
4/26/2018	273514		2623 Ferry	I-94	40
4/26/2018	273814		2623 Ferry	I-94	40
		\$12,000.00			120

Recommendation

The DLBA and Demolition Department (Demo Department) have consistently stated that they will hold contractors accountable to program requirements. Based on the evidence, it is likely that Adamo, Rickman, Dore, and Blue Star used Category 3 backfill that was never approved for use either in the HHF or the Non-HHF Demolition Programs. Therefore, the OIG is forwarding this matter to the DLBA and Demo Department to review all relevant information and take appropriate action in accordance with the *Scope of Services* and the relevant DLBA and Demo Department policies and procedures. The OIG requests that we be kept informed of any actions taken to remediate these properties or to resolve this issue.



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Government

Report: 4 Detroit demolition contractors allegedly used unapproved dirt to backfill site

By Annelise Frank



Credit: City of Detroit via Flickr

A structure was demolished at this site in Detroit in 2019.

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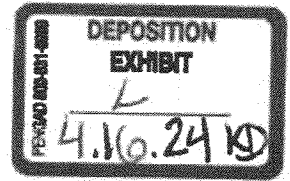
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CIVIC AND COMMUNITY INFORMATION POLITICAL AND PUBLIC POLICY INFORMATION

City cancels \$1M in contracts with firm tied to Bobby Ferguson

by **Kayleigh Lickliter**
October 30, 2023 9:15 am



A building on 14365 Wyoming Street is the listed address for a company owned by Bobby Ferguson and a separate firm owned by his daughter, Bianca Bush. (Photo by Quinn Banks)

The city of Detroit canceled \$1 million in contracts awarded to a firm owned by Bobby Ferguson's daughter, amid concern that Ferguson, one of the principal figures in former Detroit Mayor Kwame Kilpatrick's sprawling criminal scandal, was connected to the company and profiting from the work.

The cancellation came to light after BridgeDetroit began asking questions about the connection between Ferguson and his daughter's company, which shares a business address with Ferguson's company, on Wyoming Street in Detroit.

In addition, the U.S. Attorney's Office has accused Ferguson of shielding income and assets as a means of dodging the \$2.4 million he owes the city in restitution for his crimes.

Ferguson left federal prison in 2021 and returned to Detroit, eight years into a 21-year sentence for his role in the criminal enterprise Kilpatrick ran out of City Hall.

Ferguson was a contractor who shook down other contractors and was convicted of bribery and extortion in 2013. His supervised release required that he get a job, report his income, and make payments on his restitution.

But details uncovered by BridgeDetroit in an examination of city demolition contracts prompted an investigation by the city's Office of Inspector General into whether Ferguson had a stake in contracts awarded to his daughter's business – a detail the city's corporation counsel says was never disclosed, and would not be allowed.

This month, before the inspector general's office even completed its review, the city's top attorney canceled the contracts with Ferguson's daughter, Bianca Bush, after concluding that his outstanding restitution disqualifies any business in which he has a stake from holding city contracts.

This decision came as a shock to Bush, who said she hadn't been informed of the law department's decision until BridgeDetroit reached out to her Thursday. A spokesperson for the mayor's office said the city's procurement office notified Bush via DocuSign's e-signature platform and an email address associated with her business, but did not confirm that she acknowledged receiving it or that she signed anything.

After speaking with the city Thursday about the termination of her contracts, Bush told BridgeDetroit she felt the termination was for "pure convenience." She did not confirm whether she was in receipt of the city's emails. However, she confirmed there was never a hearing to provide her with an opportunity to defend the contracts that the city vetted her company for and subsequently awarded.

"It can't be fair, or just, that my siblings or I can't work in the city of Detroit because of who our father is," Bush told BridgeDetroit. Bush would not say whether her father has a stake in, or draws any profit from, her business but defended her right to have a normal parent-child relationship, regardless of conviction history, including the ability to seek their advice.

Ferguson is also the target of doubts by the U.S. attorney's office, which has accused him of shielding his work and income from officials who are overseeing his restitution payments.

Ferguson and his attorney could not be reached for comment prior to this article being published.

The questions about Ferguson expose fine lines in an ongoing debate in Detroit about the limitations of rehabilitation and second chances, particularly among Black men. Ferguson, in his return to Detroit, is expected to rebuild his life in a way that would allow him to meet his obligations to find steady income and repay the city for his crimes. But Ferguson's conviction for public corruption, and his actions since then, raise questions about how and whether he and his children should be able to make a living from the city he ripped off.

City officials determined that Ferguson's mere affiliation with his daughter's company was sufficient reason to cancel her contracts. The restitution he owes disqualifies him – per the city charter – from involvement with any company that does business with the city.

This isn't the first time the prospect of second chances has been raised in the context of Kilpatrick's scandal. After Kilpatrick's sentence was commuted in 2020, Mayor Mike Duggan said "I will do everything I can to help give him a fresh start."

Duggan did not expand his comments at the time to address whether he would welcome Kilpatrick back into city government or his pursuit of government contracts. However, the mayor "fully supports" the decision to cancel contracts the city awarded to Ferguson's daughter over a restitution tab that Ferguson shares with Kilpatrick, according to the mayor's spokesperson John Roach.

Asked about Duggan's past comments in support of a second chance for Kilpatrick compared with the Law Department's decision to cancel contracts with a company that Ferguson has an interest in, Roach added: "Mr. Ferguson's treatment is being handled pursuant to the Charter. He is not legally eligible for city contracts."

Relationship 'not disclosed'

Ferguson was released from prison in 2021 by U.S. District Court Judge Nancy Edmunds, who presided over his 2013 trial and sentenced him. It was a compassionate release, granted during the height of the COVID-19 epidemic and four months after former President Donald Trump commuted Kilpatrick's 28-year sentence.

The federal government said Ferguson used the mayor's office to illegally steer bids to his construction and demolition company, Ferguson Enterprises, and bullied other contractors into using his firm as a subcontractor

on city-funded projects. As a result, Ferguson's company received \$73 million through ill-gotten contracts. Ferguson was found guilty of nine of the 11 charges and sentenced to 21 years in federal prison. . . . Ferguson was found guilty on 24 felony counts.

The terms of his release required Ferguson to work 30 hours a week, report his income, and make note of any employment changes. While under the court's supervision, he is not allowed to possess or own a firearm, leave the court's jurisdiction without permission, or knowingly communicate with anyone engaged in criminal activity. Ferguson was not prohibited under a court order from contacting the city or resuming his career as a government contractor.

However, court records show Ferguson didn't obtain employment or report any income to the court until July of this year, more than two years after his release. Ferguson reported to his probation officer that he was going to "the office" every day and mentoring other people in their businesses, but never reported that he was employed, according to court records.

That changed this summer when Ferguson began reporting \$744 a month in income from Ferguson Group V LLC, a business he started soon after he left prison and on the same day his daughter created her business, Staffing Equipment Evolution (SEE).

Roach said Ferguson's relationship with Bush's company was not disclosed during procurement but that the city's Law Department received "credible information that SEE was a company affiliated with Bobby Ferguson."

BridgeDetroit's investigation found that Ferguson and Bush each created a business on the same day, just weeks after Ferguson's 2021 release. The businesses have reported operating at the same Wyoming street address in Detroit: the offices where Ferguson's former demolition company, Ferguson Enterprises Inc., was located prior to his conviction in 2013.

Bush's company was awarded two \$100,000 contracts in the summer to remove debris and brush from 48 blighted homes under the city's Proposal N bond program, which aims to rid the city of blighted homes and stabilize others. Overall, Bush's company has been awarded more than \$1 million in city contracts since June.

Detroit Corporation Counsel Conrad Mallett reviewed information about Ferguson and Bush's companies, and determined the contracts with SEE were a "potential violation" of the City Charter, Roach told BridgeDetroit. The charter prohibits Detroit from entering into contracts with businesses that owe the city money. The mayor's office declined to comment further about the affiliation because the matter was under investigation with the inspector general's office.

Detroit Deputy Inspector General Kamau Marable said whether Ferguson has an undisclosed interest in Bush's business is part of the investigation, but added that "it's not that cut and dry. confirmed that a formal investigation has been opened but did not elaborate on the details.

If the inspector general finds enough evidence to conclude that a contractor cannot be trusted to do business with the city, a debarment order can be issued and would prohibit the contractor from being awarded city contracts. Marable told BridgeDetroit that a decision to issue an order of debarment is never based on one fact, rather it's the totality of circumstances that the city's watchdog would need to consider before deciding whether someone is a responsible contractor.

The city's office of the inspector general was created amid the public corruption scandal involving Ferguson and Kilpatrick and is often described as an effort to prevent further corruption. The office was established under the city charter in 2012 as an independent agency of city government and is tasked with investigating allegations of fraud, waste, abuse, and corruption involving public servants and contractors.

Under the city's debarment ordinance, the inspector general has the authority to ban contractors when there's evidence that indicates a contractor, its owners, or any person with a financial or beneficial interest in the company, engaged in a criminal offense that "evidences a lack of business integrity or business dishonesty" or any violation of the law relating to obtaining or performing services under a public contract.

According to the OIG's list of debarred contractors, 14 people and 11 businesses are currently debarred from doing business with the city. However, Marable said neither Kilpatrick nor Ferguson were ever debarred by the inspector general's office.

"He can be whispering in his daughter's ear all day long, but that's not something that would trigger a debarment," Marable said. But if we find that he has an ownership interest in anybody doing business with the city, that would trigger it on our behalf."

BridgeDetroit contacted all nine members of the Detroit City Council for comment on the contracts with Bush's company. Council President Pro Tem James Tate and Council Members Mary Waters and Gabriela Santiago-Romero declined to comment. Other council members did not respond.

'Avoiding' restitution

The city is not the only authority that's interested in Ferguson's finances.

As recently as January, court records show the U.S. attorney's office in Detroit has questioned whether Ferguson is hiding assets or income to avoid his restitution payments. Part of the sentence Edmunds handed down in 2013 included \$6.2 million in restitution repayments to the city, which he and Kilpatrick were held "joint and severally liable" for.

Ferguson's restitution obligation was knocked down to \$2.3 million after a series of court-approved amendments, payments, and credit for assets seized by the federal government, and a stipulation of his prison release required that he make \$100 monthly payments toward that amount. When Ferguson asked Edmunds to end his supervised release early, one of the reasons she refused was because court oversight would ensure he's paying.

Federal prosecutors expressed doubts in January court filings that Ferguson had been truthful about how much he could pay.

"It is apparent that Ferguson is seeking to avoid his restitution obligation by concealing any income," prosecutors said in a brief to Edmunds' court. Prosecutors also said Ferguson had violated the terms of his release for almost two years by not reporting that he'd obtained employment.

BridgeDetroit attempted to contact the federal prosecutor handling the case and was informed by the U.S. Attorney's Office there was not an attorney assigned to the case at this time.

According to the justice department's website, restitution orders are enforceable for 20 years and are treated as a lien against a defendant's assets until the balance is paid in its entirety. Should Ferguson fail to make restitution payments while under court supervision, the court can revoke his supervised release.

Ferguson is still required to pay restitution even after his supervised release expires. Failure to do so could result in the federal government garnishing his wages, filing a lien against any property he owns, or seizing funds from his bank accounts.

According to a report by the Government Accountability Office, the Department of Justice recorded over \$110 billion in outstanding restitution at the end of fiscal year 2016. Most was deemed uncollectible for a variety of reasons, including an offender's inability to pay. As a result, the DOJ only collected the full amount of restitution about five percent of the time.

'The right for a second chance'

Restitution is only one facet of the criminal justice system, however, and returning citizens are required to do more than repay their victims in their pursuit of a second chance.

Advocacy organizations, religious leaders, and lawmakers have led a cross-country effort to enact meaningful criminal justice reform over the last decade, shifting national dialogue away from punishment by incarceration toward correction through rehabilitation.

That shift was codified when the [First Step Act of 2018](#), a bipartisan criminal justice reform bill, was signed by former president Donald Trump in December of 2018.

The act aims to reduce the federal prison population and improve criminal justice outcomes through sentencing and corrections reforms. While success is determined on an individual basis, the ultimate goal is to ensure people who leave prison do so on terms that lead to a productive life, ensuring they don't return through the infamous revolving door of the federal prison system.

In the eight years Ferguson spent in federal prison, he attended over 400 hours of development courses, taught courses, and mentored other prisoners. He also worked in general maintenance throughout his term of incarceration, eventually working his way up to "No. 1 Maintenance Orderly," where he supervised 30 inmates in their respective job positions, according to [court records](#).

White-collar prison consultant Justin Paperny told BridgeDetroit he doesn't think restitution or criminal history should be a barrier to resuming a career in government contracting, as long as an individual demonstrates their commitment to leading a productive lifestyle.

"If people are on a path to demonstrating what they've learned and why they'll never return and making their victims whole, they should absolutely be afforded all the rights of a normal citizen," Paperny said.

Paperny pleaded guilty to conspiracy to commit mail, wire, and securities fraud in 2007 and had his licenses to sell stock and real estate revoked. After spending 18 months in prison, Paperny is now an author and the founder of [White Collar Advice](#), where he uses his talents and experience to help others navigate their federal prison sentences.

Paperny and his team are working to address the systemic barriers that prevent justice-involved individuals from living a productive, meaningful lifestyle. Part of this work is helping people who are incarcerated to prepare for the inevitabilities they'll face, such as the need for a new career.

In the white-collar crime world, Paperny said, "if you were a doctor that's been convicted, you're not going to be a doctor anymore. If you're a lawyer who's been convicted, you're not going to be a lawyer anymore. It requires embracing and learning at times, a whole new skill set."

Even if sentenced to probation, Paperny said a criminal conviction can have life-long consequences.

"While we talk a lot about second chances in this country, there is certainly a second class – a felon class." Housing, employment, and someone's ability to vote and receive government assistance can all be hindered by a prior conviction, he said.

Paperny said he doesn't believe restitution should be a barrier to government contracting, even if government contracts were the subject of someone's conviction, as long as payments are being made as ordered by a judge.

Setting a requirement that restitution be paid in full prior to receiving contracts could preclude many people with hefty restitution tabs from employment. For people who owe tens of millions of dollars to multiple victims, it can take many years to pay back the full amount owed. Affording people opportunities to contract with the city even if they owe restitution, he said, is also in the best interest of the victim because they can continue to make payments if they're working.

"Let's not talk about giving second chances. Let's reward those who have actually earned the right for a second chance."

Second chances after a public corruption conviction can be a sensitive topic among members of any community, as evidenced by the mixed reactions following Kilpatrick's commutation.

"We would ask people to hold them accountable but demand that they focus, first and foremost, on victims," he said.

Earning that second chance, Paperny said, includes making restitution payments. "If someone's making substantive efforts to pay their restitution and they're living a law-abiding life and contributing and paying taxes and providing value, they should be able to work."

When it comes to public corruption in the city of Detroit specifically, Paperny said: "I would tell Detroit, I would tell any city, people deserve second chances presuming they've demonstrated why they will never reoffend."

Editor's note: This story has been updated to clarify that contracts canceled for Bush's company were not limited to demolition-related work under Proposal N.



Barbrie Logan

October 27, 2023 11:07 am at 11:07 am

Wow!! Thank you Bridge Detroit, especially Kayleigh Lickliter for that enlightening article, " City cancels \$1M in contracts with firm tied to Bobby Ferguson." Please continue to expose the political corruption in our city!



Paul Rizza

October 29, 2023 11:08 am at 11:08 am

This just pisses me off! Why would the City of Detroit do any business with anyone associated with the Kilpatricks or the Fergusons after what they put Detroit thru in their reign as kings of Detroit. How stupid are you!



torry nixon

October 29, 2023 10:19 pm at 10:19 pm

I'm glad they cancelled her

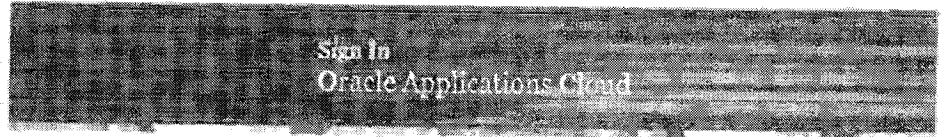
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Supplier Dental Claims How to Handle Them

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Log into the Supplier Portal using Google Chrome or Mozilla Firefox as your web browser. Use the username and password you created when you registered as a supplier.

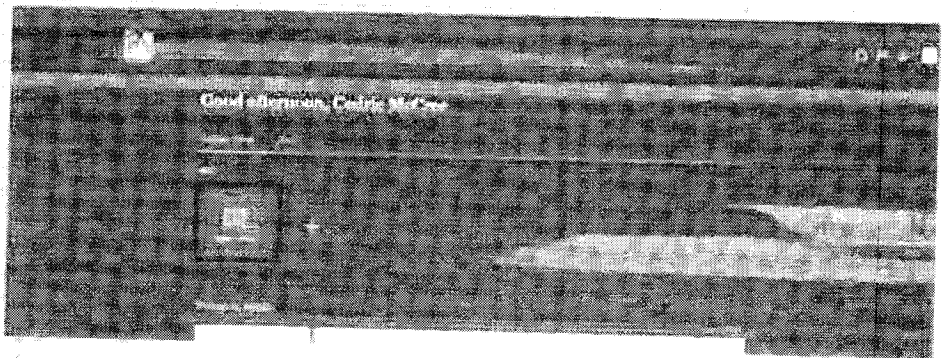
(If you have not yet registered, start [here](#).)



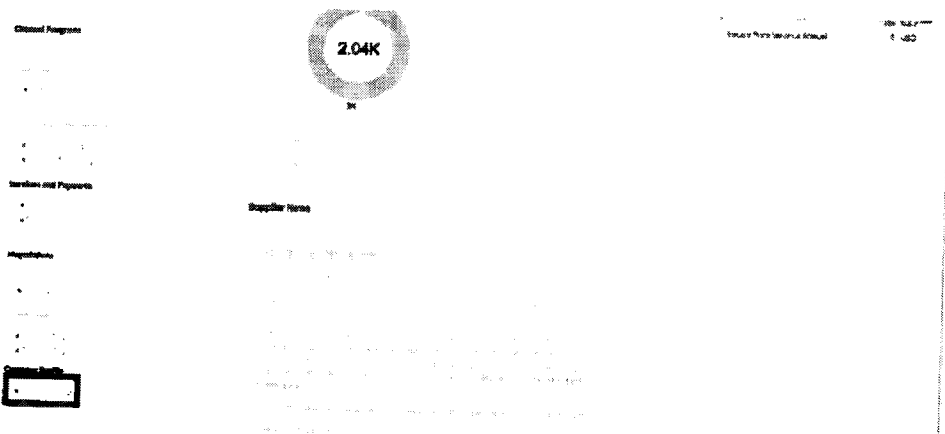
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ORACLE

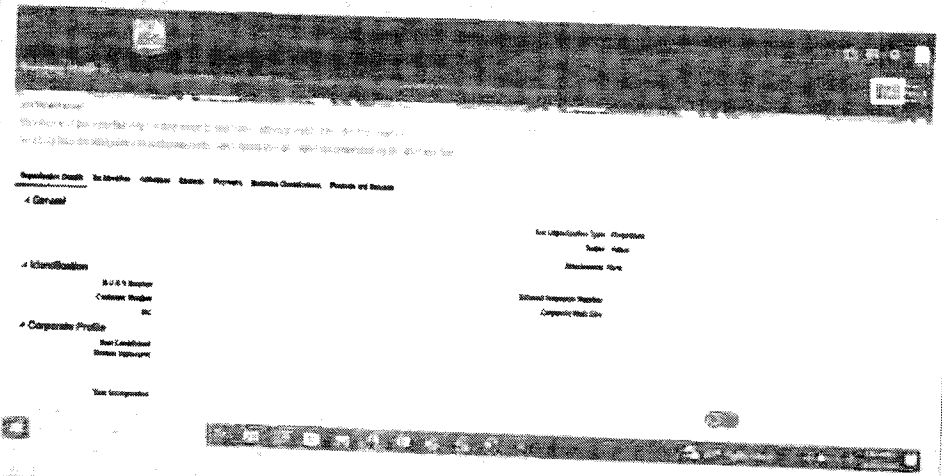
Click the Supplier Portal icon.



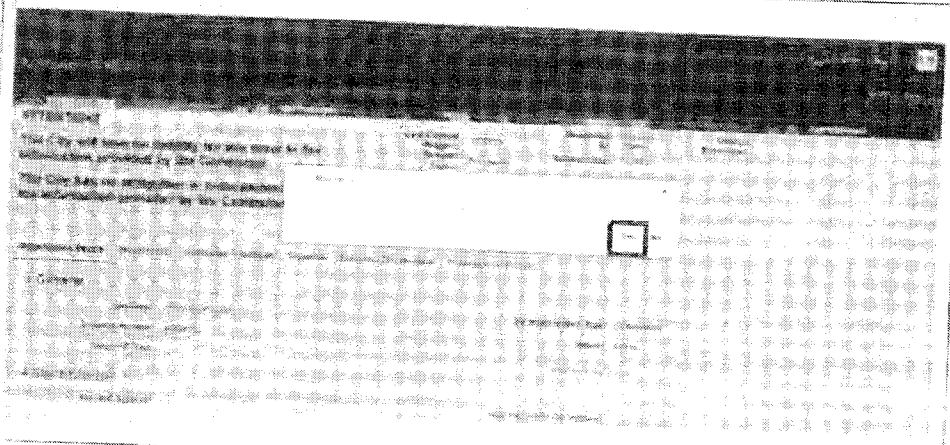
Scroll down and click on the Manage Profile link in the left-hand column.



Click on the Edit button.



Respond Yes to the pop-up message confirming that you are submitting a request to change your information.



Type a brief description of the change(s) that you are making in the **Change Description** box.



[Organization Details](#) [Tax Identifiers](#) [Addresses](#) [Payments](#) [Business Classifications](#)

General

Organization Details

general information

Tax Identifiers

tax-specific information

Addresses

locations where your business operates

organizational representatives with access to the Supplier Portal

Payments

banking information

Business Classifications

certifications and other special qualifications; allows you to upload supporting documents

goods and services provided; helps the City contact you with relevant opportunities

Use the links to the right to navigate to instructions about updating each of the seven sections of information in the Supplier Portal. You can access the sections using the horizontal menu under the **Change Description** box.

Organization Details

Here, you can update general information about your organization. Please note that you cannot edit your Supplier Name, Supplier Number, Supplier Type, or Status. Other information can be changed, but you may be asked to provide updated documentation before certain changes (e.g., updating your Supplier Type) are finalized.

[Back to Section Headings](#)

Change Description

Organization Details Tax Institute

4 General

Supplier Name _____

Supplier Number _____

Supplier Type _____

4 Identification

D-U-S-S Number _____

Customer Number _____

SIC _____

Federal Insurance Number _____

Corporate Web Site _____

Tax Identifiers


Here, you can update your taxpayer information. Please note that you cannot change your Taxpayer ID.

[Back to Section Headings](#)

The screenshot shows a web form titled "Change Identification" with a dark header bar. The page contains several sections for data entry:

- Change Identification:** A section with a "Change Identification" label and a "Go" button.
- Navigation:** A row of links: "Home", "About Us", "Contact Us", "Privacy Policy", "Terms and Conditions", "Help", "Feedback", "Sign Out", "Log In".
- Income Tax:** A section with a "Go" button.
- Personal Information:** Fields for "Taxpayer Country", "United States", "Taxpayer ID", "Federal separate", and "Other separate".
- Reporting Information:** Fields for "Tax Reporting Month", "Married Status", "Marital Status", "Last withholding on", and "Withholding Tax Group".

Addresses

Here, you can add new business addresses. Please create a new address (by clicking the  icon) any time your address changes. If you edit an existing address unless you are correcting a typographical error, editing an old address rather than creating a new one will cause issues with previous purchase orders.

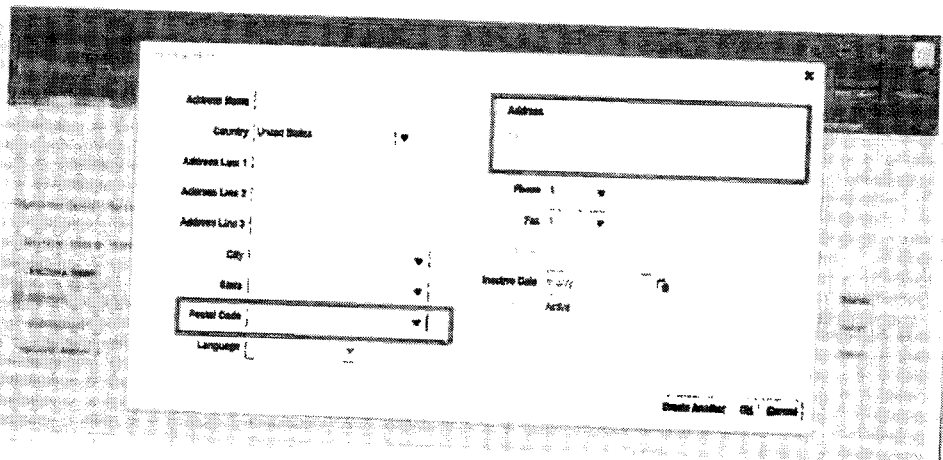
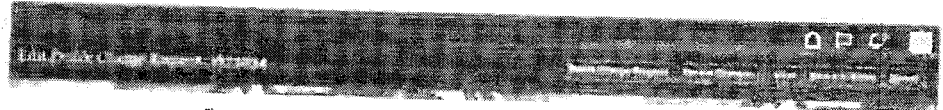
Each new address must have new Address Name. Please use call capital letters when entering this name (e.g., "DETROIT-1") rather than "Detroit-1").

Address fields marked with an asterisk (*) are required. To save time when filling in your address, enter the Postal Code before the City and State, the City and State will auto-populate.

Always check all three Address Details boxes at the top right to give your organization more flexibility.

Click OK to save your information.

[Back to Section Headings](#)



Contacts

Here, you can edit contact information by clicking on the blue, hyperlinked names in the left-hand column. Do not change the name or email address of an existing contact to avoid problems logging in; create a new contact using the + icon instead.

Contact information fields marked with an asterisk (*) are required, and an email address is required to create a user account for accessing the Supplier Portal. Check the Administrative contact and Request user account boxes to give the user full access to the Supplier Portal.

To add an address to a contact, click on the Actions dropdown under Contact Addresses and then Select and Add. Click to the left of the appropriate address in the list that appears, click Apply, and then click OK.

After adding the address, click OK on the Create Contact pop-up to save your contact.

[Back to Section Headings](#)

The screenshot displays the Oracle Supplier Portal interface. At the top, the Oracle logo and navigation links are visible. The main content area shows a list of contacts with a '+ Add' button. A 'Create Contact' pop-up window is shown, containing fields for 'Name', 'Phone', 'Mobile', 'Fax', 'Email', and 'Site Address'. A 'Create Contact' button is highlighted. Below this, a 'Contact Addresses' section shows a table with columns for 'Address', 'Phone', 'Address Purpose', and 'Status'. A 'Select and Add' button is highlighted. A 'User Account' section is also visible, with a 'Request user account' button highlighted. The bottom of the screenshot shows a search bar and a list of results.

Payments

Here, you can click on the Bank Accounts menu to update your banking information. You should always create a new account (using the + icon), before inactivating your existing account.

On the pop-up, you need only to complete the six (6) fields indicated by the black boxes to the right. Be advised that **Bank Branch** is the field that contains your bank's ABA routing number. Select the option with the correct routing number regardless of the city associated with it. If you do not see your routing number listed under **Bank Branch** or if you want to have multiple active bank accounts listed at the same time, please email procurementinthecloud@detroitmi.gov for assistance.

[Back to Section Headings](#)

The screenshot shows the Oracle Payments interface. At the top, there is a navigation bar with the Oracle logo and the text "Payments". Below this, there is a "Change Inactive" dialog box. The dialog box has a title bar that says "Change Inactive" and a close button. The main content area of the dialog box is divided into several sections. The first section is "Payment Methods" and contains a list of "Bank Accounts". The "Bank Accounts" list has a "+" icon next to it. The second section is "Additional Information" and contains fields for "Account Name", "Alternate Account Name", and "Account Suffix". The third section is "From Site" and contains a "From Site" dropdown menu. The fourth section is "Currency" and contains a "Currency" dropdown menu. The fifth section is "Check Sign" and contains a "Check Sign" dropdown menu. The sixth section is "Account Type" and contains an "Account Type" dropdown menu. The "Bank Branch" field in the "Bank Accounts" list is highlighted with a black box. The "Bank Branch" field is the field that contains the ABA routing number.

Business Classifications

Here, you can add information about licenses and certifications that your business has. Not all suppliers will have information to list here, but you can click the + icon and look at the dropdown menu to see if any apply to you. If your business has, for example, a Detroit Business Opportunity Program certification from the City's Civil Rights & Inclusion Office, you can add it to this page and upload a copy of the certificate. Requests to add certifications without valid certificates will not be approved.

[Back to Section Headings](#)

The screenshot shows the Oracle Business Classifications page. At the top, there is a navigation bar with the Oracle logo and user information. Below the navigation bar, there is a section titled "Change Description". The main content area is divided into several sections: "Organization Details", "Address", "Contact", "Business Classifications", and "Personnel and Services". Under "Business Classifications", there is a table with columns for "Classification", "Business/Region", "State", "Certifying Agency", "Other Certifying Agency", "Certificate", "Start Date", "Expiration Date", and "Attachments". The table contains two rows of data, both for "Detroit Based Business" with "City of Detroit Human Rights" as the certifying agency. The first row has a start date of 10/28/20 and an expiration date of 10/27/22. The second row has a start date of 10/28/20 and an expiration date of 10/27/22. There is a "+ X" icon next to the table header, and a "Detroit Based Business" dropdown menu is visible.

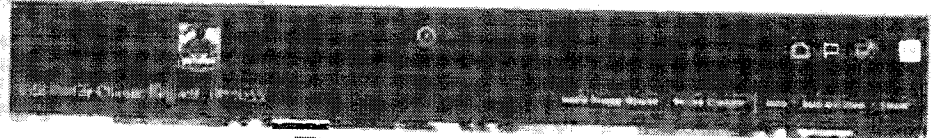
Classification	Business/Region	State	Certifying Agency	Other Certifying Agency	Certificate	Start Date	Expiration Date	Attachments
Detroit Based Business		MI	City of Detroit Human Rights			10/28/20	10/27/22	
Detroit Based Business		MI	City of Detroit Human Rights			10/28/20	10/27/22	

Products and Services

Here, you can update the list of goods and services you provide. Maintaining an accurate list in this section allows the City to alert you when bid opportunities that may be of interest arise.

To add a commodity area to your list, click on the Actions dropdown and then Select and Add. Most users find it easiest to start with this [PDE](#) of all commodity codes and then search for browsing categories by letter in the Category Name field. For example, if your business is in the health sector, you could search for "DD" in Category Name. Select the checkboxes next to all the commodities you wish to add to your profile, click Apply, and then click OK.

[Back to Section Headings](#)



Organization Details My Identifiers Addresses Contacts Payments Business Classifications **Products and Services**

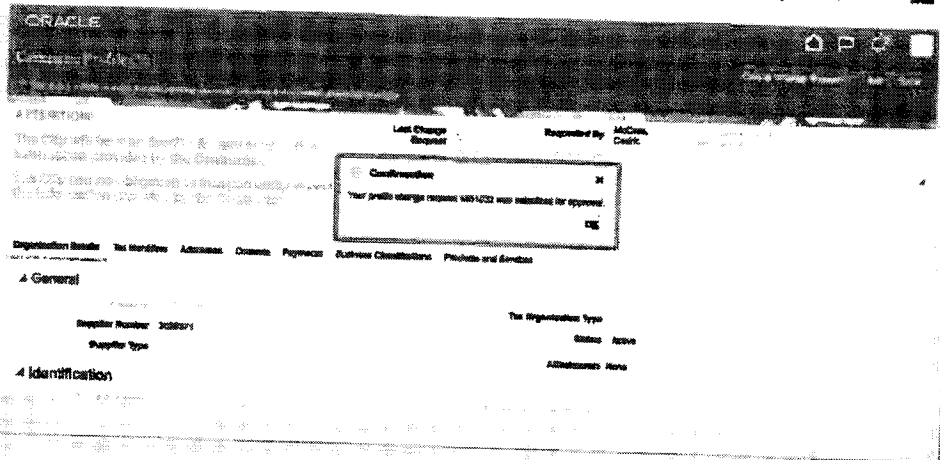
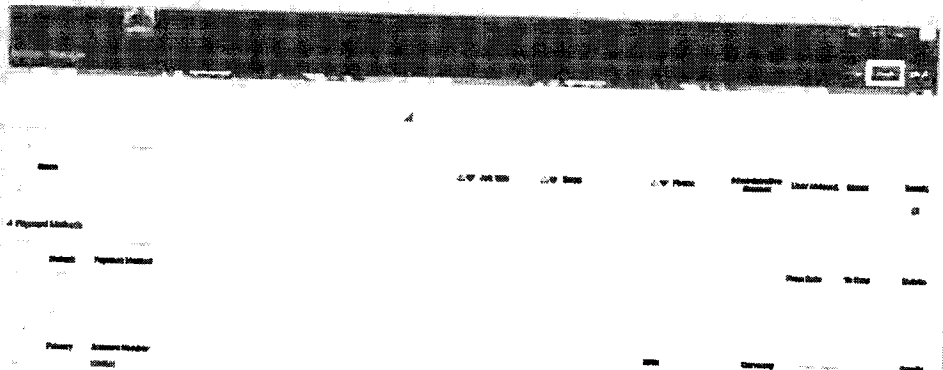
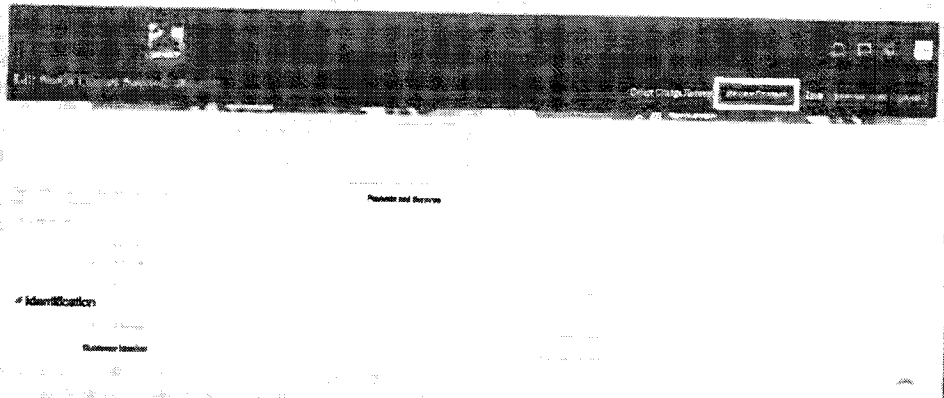
View Profile
Select and Add
Clear Services
Deselect All
Deselect All

Description
Dental Office, Personal Restorative
Epoxy Adhesives & Coatings
Fluorides & Polishes
Temporary Restorations

A screenshot of the 'Add and Edit Products and Services Categories' form. It features a search field for 'Category Name' with the text 'DD' entered. Below the search field is a table with columns for 'Category Name', 'Description', and 'Add'. The table contains several rows of data, with checkboxes in the 'Add' column. A red box highlights the 'Add' column. Below the table are buttons for 'Apply' and 'OK'. The 'Apply' button is highlighted with a red box.

Once you have entered all the changes that you need to make, click **Review Changes** to see a summary of what you have altered. If any information is incorrect, click **Edit** to adjust it.

Once the summary is completely accurate, click **Submit**. You will see a **Confirmation** pop-up window validating the submission of your change request. Please note that clicking other buttons (e.g., **Save** or **Save and Close**) will **NOT** submit your change request. You must click **Submit** for the City to review and respond to your request.



Contact the E-Procurement Team

Supplier Procurement Support Hotline (Technical Assistance)

(313) 670-6600

E-Procurement Open Assistance Sessions: Learning How to Navigate Oracle

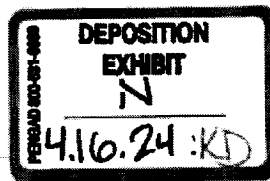
Click the links at the indicated times to join E-Procurement experts for Oracle demonstrations and Q&A.

Registration	Mondays, 10:30a	Thursdays, 1:00p
	Mondays, 11:30a	Thursdays, 1:30p
	Mondays, 9:30a	Fridays, 9:30a
	Tuesdays, 1:30p	Fridays, 11:30a
Office	Tuesdays, 3:00p	Wednesdays, 9:30a

We value your feedback!

We would love to hear how this document has helped you and where we can improve on relaying this information.

 Gmail



See Company <seecompany21@gmail.com>

Trash Out Committee Response_SEE

From: Owen Wallace <owenwallace@detroitmi.gov>
To: See Company <seecompany21@gmail.com>
Cc: Bernadette Walker <walker@detroitmi.gov>, Kelly Trammel <trammel@detroitmi.gov>, COD Demo Info <coddemoinfo@detroitmi.gov>

Wed, Oct 28, 2022 at 3:42 PM

Good evening,

Please note that your Prequalification for the Trash Out program is on hold pending the following:

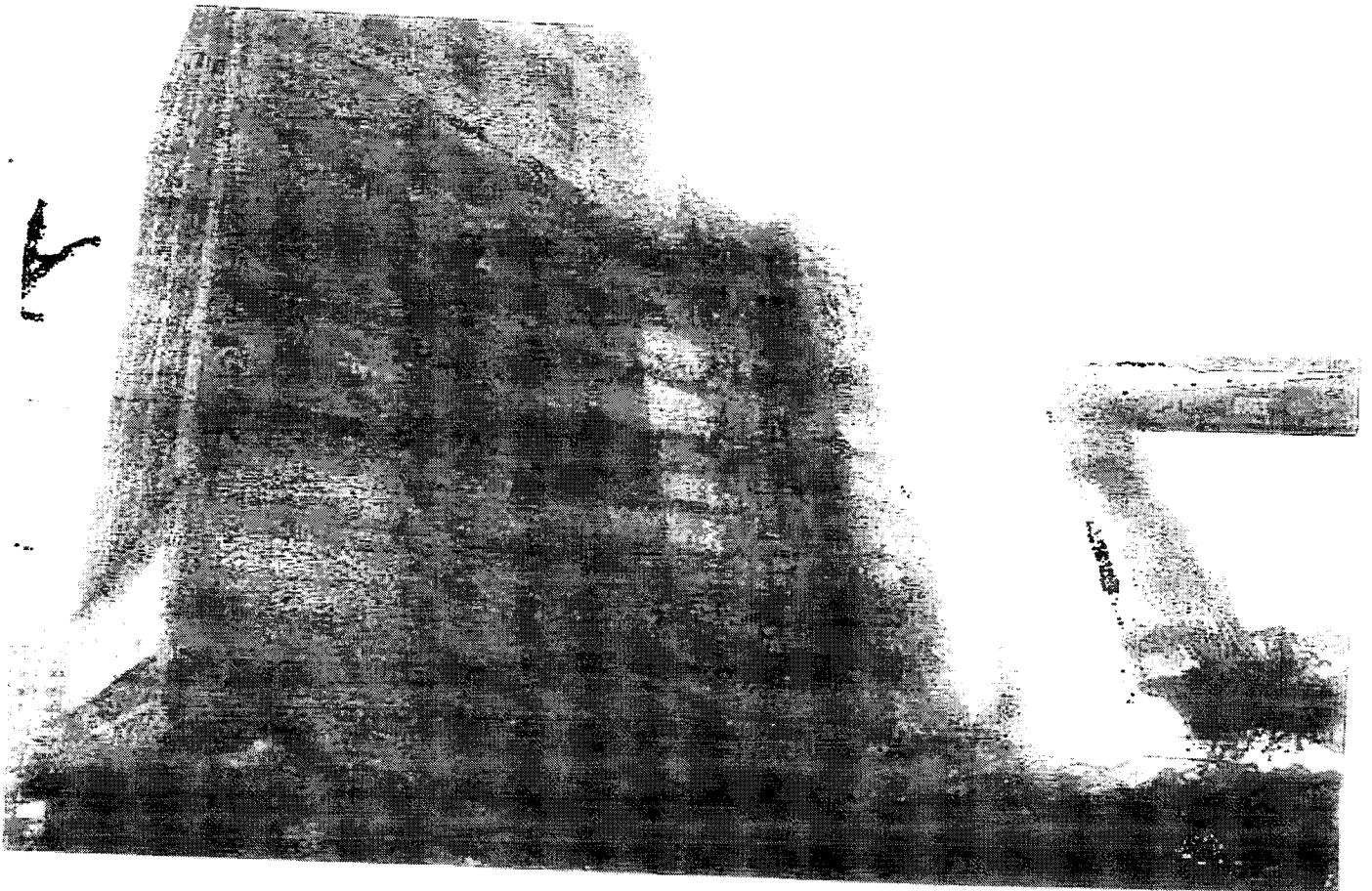
- Vendor to provide an explanation of the affiliation with Gayanga; commercial properties listed are associated with work performed by Gayanga
- Vendor must disclose any work previously/currently performed that is affiliated and/or subcontracted with any other Contractors
- Vendor to provide an explanation of the years of experience discrepancy (Reference document suggests 22 years, LLC indicates one-year in business)
- Vendor to provide an equipment list (landscaping tools, debris removal equipment...)

Thanks,

Owen Wallace
Procurement Assistant II
Office of The Chief Financial Officer
Office of Contracting and Procurement
Coleman A. Young Municipal Center
2 Woodward Ave., Ste. 1000
Detroit, MI 48226
313-236-3820
owenwallace@detroitmi.gov
http://cityofdetroit.com/OCIP/ContactUs/AboutUs.aspx
Michael E. Duggan, Mayor

List of TRASH-OUT (Debris removal & Hauled) Performed by STAFFING
EQUIPMENT EVOLUTION experienced staff

- 8500 Epworth
- 12788 Monte Vista
- 6165 Gr.River
- 6313 McClellan
- 6640 May
- 6421 Fisher
- 805 Malvern
- 6082 Barrett
- 8062 Hardyke
- 2145 Gr.Blvd
- 8027 Edsall
- 7487 Maywood
- 7962 Hethon
- 6012 Holcomb
- 5238 McClellan
- 2457 Woodward
- 8096 Georgia
- 7850 Helen
- 8281 Knodell



Trash Out Committee Response_SEE

See Company <seecompany21@gmail.com>
To: Gwen Wallace <wallaceg@detroitmi.gov>, Bernadette Walker <bnwalker@detroitmi.gov>
Bcc: Blic <blic@dnk.ca>, Carlotta Construction <carlottaconstruction@gmail.com>

Mon, Nov 7, 2022 at 5:16 PM

Thank you and God

On Wed, Oct 26, 2022 at 4:30 PM Gwen Wallace <wallaceg@detroitmi.gov> wrote:
[Quoted text hidden]

 Trashout letter Response November 2022.pdf
6013K

Staffing Equipment Evolution LLC
Ph:(313) 397-7114 Email: see@company111@gmail.com

Gwen Wallace
Office of Contracting and Procurement
Coleman A. Young Municipal Center
2 Woodward Ave., Ste. 1008
Detroit, MI 48226

Attention: Gwen Wallace

To Gwen Wallace,

Re: Trash Out Committee Response_SEE

Staffing Equipment Evolution (SEE) has no affiliation with Gayanga, or are we associated with any other contractors. Mr. James Ferguson, the supervising employee of SEE was previously employed by Gayanga; and for us to be in compliance with obtaining a City of Detroit Wrecking License, the City required the following, three (3) year Foreman- Superintendent-Supervisor experience. James has over 20 years of experience, yet his last (3) years of experience was his employment as a Foreman - supervisory at Gayanga. Therefore, the only reason that SEE submitted those commercial properties, was because they are associated with our supervisor James last three years' experience.

SEE shall clarify the "experience discrepancy" My resume alone, Jimmy Cooper, See's Operational Manger, (resume attached) indicates well over 22 years of experience in the construction industry, Residential and Commercial. As a business manager for Laborer's Union 1191 for over 30 years, I represented and overseen over 3,000 men and women on construction projects, i.e., Metro Airport, Book Cadillac. I've worked under President George W. Bush, facilitating Small business in our community teaching minority's how to work together on major construction projects.

Our Owner, Bianca Bush, has a Bachelor of Science in Architecture and a Construction Science Minor, her experience has been vetted, she's obtained a City of Detroit Wrecking License, which required for her to obtain expense; a Performance Bond and purchasing General Liability Insurance, all over a year in a half ago, yet she has not been able to generate any income from her investments, due to not being approved to proceed with opportunities of bidding on City Projects. Mr. Bush has also been Certified as MBE/WBE, (Wrecking License and Certifications attached).

Also, our references submitted identifies several other companies, New Beginning Landscape and Carlette Construction Consulting, that Staffing Equipment Evolution presently works for and that our staff has worked with over the past 22 years.

Sincerely,


Jimmy Cooper
Staffing Equipment Evolution LLC
586 522-9801

CC: Bernadette Walker, Bianca Bush

1. Kink Construction

- * Please provide the names of the SEE staff that performed the work at 223 Horton, 19575 Argyle Crescent, and 13591 Appleton in Detroit.
- * Provide evidence, such as payroll information, that the SEE employees were employed by SEE at that time the reference was provided to OCP in 2022.

Answer:

See Exhibit A. Payroll Audit ; Exhibit D

- * Provide any work orders and/or invoices that show that the work was performed for Kink.

2. New Beginning Landscape

- * Provide the names of the SEE staff that provided the services listed on the reference form for New Beginning Landscape.
- * Provide evidence, such as payroll information, that the SEE employees were employed by SEE at that time the reference was provided to OCP in 2022.

Answer

See Exhibit A. Payroll Audit ; Exhibit D

3. Carlette Construction Consulting

- * Provide the names of the SEE staff that provided the services listed on the reference form for Carlette Construction.
- * Provide evidence, such as payroll information, that the SEE employees were employed by SEE at that time the reference was provided to OCP in 2022.

Answer:

See Exhibit A. Payroll Audit ; Exhibit B; Exhibit D

4. You and your client provided a letter, marked as Exhibit G, that was sent to OCP employee Gwen Wallace which appears to be in response to her email dated October 26, 2022. The last paragraph states, in part, SEE identified companies such as "New Beginning Landscape and Carlette Construction Consulting, that Staffing Equipment Evolution presently works for and that our staff has worked with over the past 22 years."

- * Provide information on what SEE was doing for New Beginning Landscape and Carlette Construction along with supporting documentation.

Answer?"

See Exhibit A. Payroll Audit .; Exhibit B

Basic ground cleaning

EXHIBIT A

Self-Audit Form

Policy Number: ARP12004503700

Audit Period: 07/27/2021 - 07/27/2022

Section 1 - Your Company (required) STAFFING EQUIPMENT EVOLUTION LLC

Description of Operations: Please provide a brief description of the work your company performs, along with any other important information we should know.

Demolition, Site cleanup

Legal Status (please indicate one): Corporation

LLC

Partnership

Sole Proprietorship

Other

If Other, describe your company's Legal Status:

Section 2 - Your Owners and Officers (required)

Table with 7 columns: Name, Title, State, Job Duties, # of Active Weeks, Total Gross Wages, Ownership %. Rows include Ex. Mary Taylor (President, MI, Plumbing, 52 weeks, \$100,000, 100%), Bianca Busch (member, MI, ADMIN, 0, 100%), and several empty rows.

Section 3 - Your Employees - Do not include individuals listed in Section 2 (required)

If you have more than 15 employees, please provide totals by department in this section

Table with 7 columns: Name, Job Duties, State, Gross Wages (Include OT), OT: Time and 1/2, OT: Double Time, Tips. Rows include Ex. Eric Johnson (Tile installation, MI, \$80,000, \$5,500, \$0, \$0), Marvin Williams (Truck repair, MI, 12,080.00), Lee Robertson (Truck driver, MI, 11,008.00), Bryce Ferguson (Labor, MI, 14,068.00), and Samuel Simmons (Labor, MI, 17,000.00), followed by empty rows.

EXHIBIT B

STAFFING EQUIPMENT EVOLUTION, LLC

Date	Type	Reference	Original Amt.	Balance Due	4/15/2022	Payment
4/15/2022	Bill	HP-DPW-10425F -2201	2,500.00	2,500.00	Discount	2,500.00
					Check Amount	2,500.00

Carlette Construction/

2,500.00

CARLETTE CONSTRUCTION & CONSULTING, INC.

STAFFING EQUIPMENT EVOLUTION, LLC

Date	Type	Reference	Original Amt.	Balance Due	6/1/2022	Payment
6/1/2022	Bill	HP-DPW-10425F -2201-	18,105.86	18,105.86	Discount	18,105.86
					Check Amount	18,105.86

Carlette Construction

18,105.86

EXHIBIT C

REFERENCE FORM

RFP No. 181368

Name of Reference New Beginning Landscape
(Company Name)

Contact Person Marice Hill Title Owner

Phone No. 313 942 9510 Fax No. _____

E-mail address nblandscapingcompany@gmail.com

Dates of Service 2000 to 2022

Description of Services Provided:

The staffing of Staffing Equipment Evolution LLC, "SEE" has worked with the above landscape for over 20 years, both firms are second and third generations minority own firms. The Staff of SEE has performed clean up of debris, stump and tree removals, and complete site clean-ups for New Beginning Landscape

Make copies of this form as necessary

Exhibit D

FYE: 12/31/2022

Statement 1 - Form 1120, Page 1, Line 19 - Charitable Contributions

Description	Amount
Current Year Contributions	\$ 700
Total Contributions Available	700
Less Contributions Disallowed	0
Less QCC Disallowed	0
Total Deduction Allowed	\$ 700

Statement 2 - Form 1120, Page 1, Line 26 - Other Deductions

Description	Amount
Bank charges	\$ 60
Computer expenses	4,204
Computer software	11,793
Dues & subscriptions	250
Insurance - general liability	14,415
Insurance - vehicles	19,580
Insurance - workers comp	2,565
Office expense	4,109
Postage	225
Professional fees	1,500
Telephone	2,282
Travel	3,571
Uniforms & laundry	3,952
Utilities	5,348
Vehicle - lease	6,866
Vehicle expense	7,570
100% of Meals	4,403
Total	\$ 92,693

Statement 3 - Form 1120, Page 6, Schedule L, Line 18 - Other Current Liabilities

Description	Beginning of Year	End of Year
Federal Income Tax Payable	\$	\$ 9,029
State Tax Payable		932
City Tax Payable		859
Total	\$ 0	\$ 10,820

Statement 4 - Form 1120, Page 6, Schedule M-2, Line 6 - Other Decreases

Description	Amount
Rounding	\$ 1
Total	\$ 1

Statement 5 - Form 1125-A, Line 5 - Other Costs

<u>Description</u>	<u>Amount</u>
JOB COSTS	\$ 103,598
TRUCK EXPENSES	55,321
SUBCONTRACTOS	40,872
SUPPLIES	20,747
BULLDOZER SERVICES	9,500
MEALS	6,376
SITE EXPENSES	2,146
SMALL PERISHABLE TOOLS	1,654
Total	<u>\$ 240,214</u>

From: [Anthony Adams](#)
To: [Jennifer Bentley](#)
Subject: Follow Up Responses
Date: Monday, May 13, 2024 7:12:56 PM

Follow Up Clarification .

1. I asked what SEE staff performed work for Kink, New Beginning, and Carlette. You provided a document with the following names: Bianca Bush, Marvin Williams, Lee Roberston, Bryce Ferguson, and Samuel Simmons. Are these the SEE employees you are stating did work for Kink, New Beginning, and Carlette? Did all of these employees work for the listed companies?

Answer and clarification of the submitted documentation on April 29, 2024:

Exhibits A and D were submitted disclosing SEE-employed employees in 2022. Exhibits A and D are documentation answering the OIG's request to " Provide evidence, such as payroll information, that SEE employees were employed by SEE at the time the reference was provided to OCP in 2022"

It's important to note that the OCP prequalification process was to confirm that SEE could cut lawns and clean up Trash inside and outside a house. More importantly, it is common knowledge that there is a contrast between Municipal and Private projects, records on private small jobs such as time sheets are not retained after the job is completed and closed out, and the above private projects are 2 years old.

2. Additionally, in your letter to OCP which was marked as Exhibit G, Mr. Cooper stated that James Ferguson's experience was used to obtain the Wrecking License. When did Mr. James Ferguson work for SEE? Please provide documentation confirming he worked for SEE during that time period.

Answer:

OIG has misunderstood what they are calling Exhibit G, SEE's clarification letter to OCP regarding James Ferguson. The letter submitted by SEE to OCP regarding James was only to clarify and explain that SEE had no affiliation with Gayana Company. SEE was seeking pre-quad for the DEMOLITION separate from Trash-Out. However, the demolition process was not completed and or approved by OCP before SEE's TRASH-OUT Contracts were terminated by the city of Detroit.

3 * Provide information on what SEE was doing for New Beginning Landscape and Carlette Construction along with supporting documentation.
Your response related to this question is unclear. Please provide any invoices related to the work performed by SEE for Carlette and New Beginning in 2022 to present.

Answer and clarification of the submitted documentation on April 29, 2024:

Exhibit B is OCP's original REFERENCE FORM required by OCP for submission by SEE that provided the information on what SEE was doing for its references for the prequalification process and period of 2022.

Therefore, SEE submitted Exhibit B as the supporting documentation to the OIG's request of: "Providing information on what SEE was doing for New Beginning Landscape and Carlette Construction along with supporting documentation." The type of service performed by SEE is on the OCP's form under the title " Description of Services Provided "

In conclusion, once SEE closes out a job and files its tax Exhibit A, they do not retain invoices on smaller closed-out projects. Yet, SEE located a copy of the check from Carlette Construction, Exhibit C, the payment for the work performed in 2022.

The OIG has convoluting info they received from OCP!

Trash Out references verses Demo references.

The references submitted by Staffing were only to confirm SEE could cut a lawn and clean up Trash inside and outside a house.

Staffing was not approved for Demo. The question regarding James Ferguson is twofold, and mostly a response regarding his demo experience.

Staffing never was approved and or received any demo work.

The doc that the OIG had obtained once again is being misunderstood and how it applies .

SEE was not approved and / or submitted any references for Demo pre-qualification, because the City didn't request for any, why? They hadn't gotten to that process yet.

The pre quad dept was testing to see if Staffing was reliable and committed to small task such as cleaning out a house and cutting a front lawn, and the city told Mr. Cooper that up front. Truth be told, they said a 12-year-old is skillful enough to do the work' ; the the issue was whether the City was the company's reliable and showed up to complete tasks given.

Anthony

o

PLEASE NOTE OUR NEW ADDRESS

