

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 05/24/04

MOVED: COUNCILPERSONS: Brady, DiSanto, Higgins, Kandes, Murphy, Vaslo **MAYOR** Brown
SUPPORTED: COUNCILPERSONS: Brady, DiSanto, Higgins, Kandes, Murphy, Vaslo **MAYOR** Brown

RESOLVED, that the City Clerk be authorized to open bid proposals received marked "**Pride Contractor**".

RESOLVED, that the bid proposals received marked "**Pride Contractor**" be referred to the Purchasing Agent, Superintendent of DPS, City Manager, and Controller for tabulation and recommendation.

*LP Pride
Include Sub-Committee*

YEAS: COUNCILPERSONS: Brady, DiSanto, Higgins, Kandes, Murphy, Vaslo **MAYOR** Brown
NAYS: COUNCILPERSONS: Brady, DiSanto, Higgins, Kandes, Murphy, Vaslo **MAYOR** Brown
ABSTAINED: COUNCILPERSONS: Brady, DiSanto, Higgins, Kandes, Murphy, Vaslo **MAYOR** Brown

**City of Lincoln Park
Instructions to Bidders
Re: LP Pride Contractor**

Proposals are being accepted for the cleanup, removal and disposal of obnoxious growths, grass, weeds, debris, abandoned vehicles, and snow/ice.

Lots may range in size from 35 feet to 100 feet and larger. All work is to be performed in accordance with the Lincoln Park Pride Ordinance. Work is located throughout the City of Lincoln Park.

The successful bidder must be readily available to carry out the terms of the Contract and the City of Lincoln Park shall have first priority the above listed projects. Failure to comply with standards specified by the City constitutes a breach of the Contract.

Bidder's equipment must be available for inspection by a City representative upon request. Proof of ownership is required.

All bids must be completed on the City provided bid sheets and returned to the City Clerk's Office as instructed.

All bidders shall submit, with their bid, a letter from a bonding company indicating that in the event of an award, it will issue a performance bond as required in the specifications.

Pre-Bid Meeting:

The bidder(s) will meet with the City of Lincoln Park's representatives so that may examine thoroughly and familiarize themselves with the work and specifications. The failure of any bidder to meet with the representatives or to receive or examine any form, or to visit each location and acquaint themselves with conditions existing there, shall in no way relieve the bidder from obligation with respect to their proposal or to the Contract.

The meeting will be held on Monday, May 17, 2004 at 10:00 am, in the Council Chambers of City Hall located at 1355 Southfield, Lincoln Park, MI 48146 (phone: 313-386-1800).

BID SHEET: LP PRIDE CONTRACTOR

DUE: 05/24/04

The undersigned, directing their bid proposal to the City of Lincoln Park, Michigan in order to induce consideration of the award of a certain Contract for the LP Pride Program and for the City of Lincoln Park, proposes as follows:

1. To furnish all equipment, labor and other such incidentals as are necessary to satisfactorily perform the work as outlined in the specifications and pre-bid meeting.
2. The price must include any necessary cleanup prior to cutting lawns, weeds, etc., plus maintain an even cut not more than two inches to be left from existing grade from property line to property line or fence line to fence line.

	1 st Year	2 nd Year	3 rd Year (Optional)
routine maintenance on abandoned homes per 1,000 sq. ft.	_____	_____	_____
non-routine maintenance on abandoned homes per 1,000 sq. ft.	_____	_____	_____
grass/weed cutting per 1,000 sq. ft.	_____	_____	_____
removal/disposal of obnoxious growths per 1,000 sq. ft.	_____	_____	_____
removal/disposal of brush, debris, rubbish per yard	_____	_____	_____
removal of abandoned appliances	_____	_____	_____
snow/ice removal per sq. ft of sidewalk	_____	_____	_____

**SPECIFICATIONS
LINCOLN PARK PRIDE PROGRAM
CONTRACTUAL SERVICES**

The City of Lincoln Park is seeking proposals for a Contractor to perform the services of the Lincoln Park Pride Program. The contract shall be for a two year period, with an optional third year renewal.

The purpose of this program is to keep the premises and all structures thereon free of all nuisances, unsanitary conditions and hazards to the safety of occupants, pedestrians and other persons utilizing the premises.

Scope of Work:

The program consists of removing and disposing of all brush, obnoxious growths, grass, weeds, debris and rubbish, removal of abandoned appliances, snow/ice removal.

The Contractor will be responsible for all damage to property. No work will be performed on City owned property. Hours will be set at Monday through Saturday, 7:30 am to 8:00 pm.

When a property owner (residential or business) does not comply with the City of Lincoln Park Codes and Ordinances, they shall be cited for said infractions. If the property owner still does not comply, the Contractor shall be issued a work order to complete the job.

The Contractor will visit the property to determine the amount of work to be done. In the event of a minor violation, the Contractor shall have the discretion to allow the property owner to comply within a specific time frame. The Contractor shall be responsible for any and all follow-up visits to ensure compliance. Once a job is assigned, the Contractor must complete it within 72 hours.

The Contractor shall provide complete reports of clean-up, extension forms, etc. The Contractor shall take digital pictures of each violation before and after, and shall be submitted to the City's designee along with proper documentation.

The Contractor will be responsible for learning the ordinances and policies of the City related to the violations of the Pride Program.

The Contractor shall be required to attend court cases, Lincoln Park Pride Hearing Board meetings and Pride meetings. The Contractor will be responsible for their own legal representation for all relevant court hearings or lawsuits.

The Contractor will be responsible for disposing all debris in a proper facility. The Contractor shall furnish all labor, tools, equipment, materials, etc to perform the work called for as described and all equipment shall meet MIOSHA standards.

All provisions shall be strictly complied with and conformed to by the Contractor, and no substitution or change in said specification shall be made except upon written consent or written direction, which shall be written as a "Change Order" and approved by the City's designee. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation except as specifically provided for in the change order.

Pre-Bid Meeting:

The bidder(s) will be required to meet with the City of Lincoln Park representatives so that they may examine thoroughly and familiarize themselves with the work and specifications. The failure of any bidder to meet, receive or examine any forms, or visit each location and acquaint themselves with the conditions existing there, shall in no way relieve the bidder from obligation with respect to their proposal or to the Contract.

All interested contractors will meet on Monday, May 17, 2004 at 10:00 am to familiarize themselves with the work to be performed and the Contract and Contract Specifications.

General Conditions:

The City's normal payment terms are 30 days in connection with any cash discounts specified on this bid. Time will be computed from the date of a correct invoice received by the City's Finance Department, and providing verification of satisfactory completion of the work done.

The City reserves the right to: 1) award bids received on the basis of individual items, groups of items or entire list of items; 2) reject any or all bids, or any part thereof; 3) waive any irregularity in the bids; or 4) accept the bid that is in the best interest of the City.

All bids must include Material Safety Data sheets for materials as required by MIOSHA. Any pesticide applications shall be done by licensed personnel according to state requirements. (Category 3A and 3B Certification).

Contracts: The bidder, whose proposal is accepted, shall be required to sign and execute a contract within ten (10) days of the date of the City's notification of acceptance. Failure to execute the Contract as specified shall result in forfeiture of all rights under the bid.

Assignment: The assignment or delegation of the Contracts shall be prohibited. The Contractor is responsible for the complete performance of this Contract.

Performance Bond: The Contractor whose proposal is accepted, will furnish at his own expense, concurrently with the executed Contract, a performance bond in the amount of forty thousand (\$40,000.00) dollars. All bonds shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan. All bonds shall be with an insurance carrier or surety acceptable to the City of Lincoln Park.

All performance bonds are made out in favor of the City of Lincoln Park, 1355 Southfield, Lincoln Park, MI 48146, release of which is conditioned upon the faithful performance of the Contractor's duties as set forth in this Contract document.

Should the Contractor fail, neglect or refuse to perform his duties under the Contract, the City may declare the Contractor in default. The City shall immediately notify the bonding company of said default. All costs incurred by the City due to nonperformance of the Contractor shall be paid to the City by the bonding company based on invoices submitted by the City. Should the bonding company fail to proceed within 60 days to complete the Contract requirements, the City shall have the right during this period to advertise for bids and to retain a new qualified Contractor to perform the duties and services as set forth in this Contract. Any costs incurred by the City under the new Contract which exceed the current Contract shall be paid by the bonding company.

Fair Employment Practices Act: The Contractor's attention, in particular, is called to the following:

The Contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

Qualifications for Employment: No person under the age of 16 years shall be employed under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed under this Contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work, which they can ably perform.

No Discrimination Against Handicappers: Contractor agrees that neither he nor his Subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of a handicap as defined by Public Act No. 478 of the Public Acts of 1980, that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant shall be regarded as a material breach of the Contract.

Any fines or penalties for violations of any laws, ordinance, or regulations shall be the responsibility of the Contractor and failure or neglect or refusal on the part of the Contractor to pay such fines or penalties shall be considered a breach of Contract.

Payment to Contractor: The City shall remit to the Contractor for services rendered under the terms of the Contract, within reasonable time (normally 30 days) after receipt of itemized billing, the compensation earned the previous weeks. The Contractor shall submit to the City on a bi-weekly basis, a list of properties. Full description and charges of parcels cut is required before payment can be made.

Contractor's Responsibilities for His Employees: The Contractor shall take reasonable precautions in the selection of his employees assigned to do work under the Contract.

The Contractor shall supervise over his employees at all times while working within the City.

Subject to the law, the Contractor agrees to remove any of his employees, who in the judgment of the City, are violating any provisions of the Contract.

All work that is not done in accordance with the provisions and specifications of the Contract shall be corrected and rectified by the Contractor.

The Contractor shall be responsible for any and all damages to any person or private properties which occur as a result of any activity or omission associated with this Contract.

Insurance: The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph. All coverages and bonds shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages and bonds shall be with insurance carriers acceptable to the City of Lincoln Park. If any coverage is written with deductible, the Contractor shall be solely responsible for said deductibles.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this Contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, \$1,000,000.00 Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this Contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$500,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds". The City of Lincoln Park, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

Ms. Patricia Lulko, Purchasing Agent
City of Lincoln Park
1355 Southfield
Lincoln Park, MI 48146

Proof of Insurance Coverage: The Contractor shall provide the City of Lincoln Park at the time the Contract is returned by him for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance;
- e. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates and/or policies to the City of Lincoln Park at least ten (10) days prior to the expiration date.

The Contract shall be firm and binding starting from the date of award and expiring two years therefrom, unless a third year is granted at the time of award.

The City of Lincoln Park reserves the right to reject any and all bids, to waive any irregularities in the bidding and to accept any bid it deems in the best interest of the City.

Workmanship: All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Contractors must cut grass/weeds 1 ½ feet on other side of property fence at rear of lot. The City's designee shall determine the Contractor's compliance with these requirements. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

Accidents: Notification must be made in writing of all types of accidents, injuries and damages to property. Contractor shall at all times with each unit, provide a satisfactory first aid kit.

Work Progress: Written notice to start work shall be issued to the Contractor. They shall begin the work and complete the work as directed.

Liquidated Damages: It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor fails to perform work agreed to by the time specified in the Proposal, the Contractor shall pay unto the City as and for liquidated damages and not as a penalty, the sum of one hundred dollars (\$100.00) for each and every calendar day that the Contractor shall be in default. Said sum of \$100.00 per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as damages which will be suffered by the City for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this Contract which said sums the City shall have the right to deduct from any monies in his hands otherwise due or to become due to the Contractor or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated.

Hold Harmless and Indemnity: To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold the City of Lincoln Park (City), its elected and appointed officials, employees and volunteer and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.