

RFP-856

Housing Commission Lawn Care

Due April 19, By 3:30pm



ANN ARBOR HOUSING COMMISSION

April 9, 2013

The Ann Arbor Housing Commission is requesting proposals for Lawn Care Services, for fifteen (15) public housing sites, and one easement. We are seeking proposals for a one-year, renewable contract. The maximum renewal is once, for a total possible contract agreement of two years. Contract renewal is at the sole discretion of the Ann Arbor Housing Commission.

Proposals will be received at the office of the Ann Arbor Housing Commission, until 3:30 p.m. on ***Friday April 19 2013***. Proposals received after the deadline will be rejected and unopened. Proposals should be sealed and titled ***"2013- Housing Commission Lawn Care Services Proposal"*** and delivered to:

Ann Arbor Housing Commission
727 Miller Avenue
Ann Arbor, MI 48103
Attn.: Lance Mitchell Facilities & Maintenance Property Manager

Attention is directed to the enclosed instructions to bidders, scope of work descriptions, requirements for submittal, evaluation criteria, proposal form, affidavit, contract compliance form and sample contract.

If you have any questions please contact Lance Mitchell 734 794- 6720 ext: 47229.

Sincerely,
Ann Arbor Housing Commission

Jennifer Hall
Executive Director

INDEX

Invitation to bid

Index

Instructions to bidders

Federal, State, City of Ann Arbor Guidelines

1. HUD Section 3 Clause
2. Michigan EEO Clause
3. Affirmative Action by City Contractors
4. City of Ann Arbor Living Wage Ordinance
5. City of Ann Arbor Prevailing Wage Ordinance

Bid Documents Checklist

1. Representations, Certifications, and Other Statements of Bidders (HUD-5369-A)
2. Proposal Form
3. Proposal Guarantee
4. Bid Form
5. Technical resource list
6. City of Ann Arbor Contract Compliance Form

Sample Contract

Specifications & Scope of Work

Site Map

INSTRUCTIONS TO BIDDERS

Proposal Preparation and Submission

Persons interested in submitting a proposal for consideration by the Ann Arbor Housing Commission to perform lawn care at the sites specified in this request for proposals are expected to examine the request package, considering all instructions and requests.

All proposals must be submitted on forms provided by the Ann Arbor Housing Commission. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on each bid sheet. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of the agent's authority.

Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders". Proposal form, Bid form, City of Ann Arbor Contract Compliance form, and required references. Proof of insurance will be required within seven (7) days of the bid being accepted. Failure to submit any of the required documents may result in your bid being considered non-responsive.

All bid documents shall be sealed in an envelope that shall be clearly marked with the words "**2013- Housing Commission Lawn Care Services Proposal**". The bidder's name and the date and time of receipt of the bid.

Bids submitted by telegraph or facsimile (fax) machines will not be considered.

Proposal Due Date

Thursday, April 19, 2013 at 3:30 pm will be the due date of this request for proposals. All proposals must be received at the office of the Ann Arbor Housing Commission by this time to be considered as responsive.

Explanation and Interpretations to Prospective Bidders

Any prospective bidder desiring an explanation or interpretation of the solicitation must request it at least five (5) days before the scheduled time for bid opening. Requests may be oral or written. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

Instructions to Bidders Continued

Evaluation of Submitted Proposals

The Ann Arbor Housing Commission will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Ann Arbor Housing Commission will consider such matters as the bidders:

- (1) Bid price;
- (2) Record of past performance **(please provide three or more references;)**
- (3) The ability of the contractor to perform the work based upon staffing levels as identified in the City Contract Compliance form;
- (4) Financial and technical resources including, vehicles, lawn cutting equipment, and other lawn care related equipment **(please provide a listing of such equipment and/or, resources;)**
- (5) Section 3 employment and outreach, Section 3 Affidavit

Late submissions, modifications and withdrawal of bids

Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

The only acceptable evidence to establish the time of receipt at the Ann Arbor Housing Commission is the time/date stamp of the Ann Arbor Housing Commission on the proposal wrapper.

Modification or withdrawal of a bid may be accomplished prior to the date and time specified for bid deadline. Bids may be withdrawn by written notice in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

Proposal Irregularities

Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for damages resulting there from nor in any way relieve the Contractor from fulfillment of all obligations as provided for in the Proposal Documents.

Indemnification

The Contractor shall indemnify, defend and hold the City and the Ann Arbor Housing Commission its officers and employees harmless in the event of liability claims arising out of the Contractors activities undertaken in connection with this agreement.

Instructions to Bidders Continued

Insurance Requirements

The contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract.

The contractor will furnish insurance certificates within seven (7) days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Copies of certificates of insurance shall be submitted to, and approved by, the City prior to the execution of the contract. The Certificate shall specifically name the City and the Ann Arbor Housing Commission as additional insured parties. **In the area for the listing of additional insured on the binder it must read: "The City of Ann Arbor, acting by and through the Ann Arbor Housing Commission."** The certificates must contain the agreement of the insurance company notifying the City ten (10) days prior to any cancellation or material alteration of the policy. **The cancellation clause must have the language "will mail" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" removed from this clause.** The contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

A. Worker's compensation in the amount required by Michigan Law.

B. General Liability:

Bodily injury and property damage combined:

Each occurrence	\$1,000,000.
Aggregate	\$1,000,000.
Personal injury:	\$1,000,000.

C. Automobile Insurance for vehicles:

Bodily injury:	Each person	\$1,000,000.
	Each accident	\$1,000,000.

Instructions to Bidders Continued

Award of the Contract

The Ann Arbor Housing Commission will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder(s) whose bid,

conforming to the solicitation, will be most advantageous to the Ann Arbor Housing Commission. Bidders may bid on one or all of the sites outlined in this solicitation. The Ann Arbor Housing Commission may award Contracts to multiple Bidders based on the evaluation criteria listed in the instructions to Bidders.

The Ann Arbor Housing Commission may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received.

The Ann Arbor Housing Commission may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

Contract modification

Only the Executive Director or her designee has the authority to modify any terms or conditions of this contract. Any contract modification shall be authorized in writing.

Assignment of Contract

The contractor shall not assign or transfer any interest in this contract; except that claims for money due or to become due from the Ann Arbor Housing Commission under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Executive Director. If the contractor is a partnership, this shall insure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Executive Director.

Subcontracts

No subcontracting will be allowed under this contract.

Payments

The Ann Arbor Housing Commission shall pay the Contractor the price as provided in this proposal within (30) Thirty days of receipt of an itemized invoice, which includes actual dates of service. Invoices will only be processed if the contracted service has been provided. Progress payments (if applicable) will be made in equal monthly payments.

Instructions to Bidders Continued

Proposal Guarantee

No proposal may be withdrawn for (30) thirty days from the date set as the bid due date. All prices shall be on a firm-fixed price basis and are not subject to adjustment based on cost

incurred.

Definitions

"Contract" means the contract entered into between the Ann Arbor Housing Commission and the Contractor. It includes the forms of Bid, the Certifications, Representations and Other Statements of Bidders (form HUD-5369A), these general conditions, specifications and any special conditions included elsewhere in the contract. It includes all formal changes to any of those documents by addendum, change order or other modification.

"Specifications" means the written description of the technical requirements for performance of the work. "Work" means materials, workmanship and manufacture and fabrication of components.

PROPOSAL DOCUMENTS CHECKLIST

The following documents shall be completed and submitted for a complete bid proposal:

1. Representations, Certifications and Other Statements of Bidders (HUD 5369-A)
2. Proposal Form
3. Bid Form
4. Reference Form- list at least 3
5. A listing of technical resources including, vehicles, lawn cutting equipment, and other lawn care related equipment.
6. Certification of Non-segregated Facilities
7. City of Ann Arbor Contract Compliance Form; Section 3 business affidavit
9. Certification of Section 3 Employees and/or outreach efforts

The documents listed above will be reviewed by the Housing Commission to determine compliance with the requirements of this project. The Ann Arbor Housing Commission reserves the right to accept or reject any and all bids and to waive any informality in bids received if it is in the best interest of the Housing Commission to do so.

PROPOSAL FORM

Ann Arbor Housing Commission
727 Miller Avenue
Ann Arbor, MI 48103

The undersigned, as Bidder, hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined indexed items in the Invitation to Bid and understands all the same. The Bidder declares that he or his representative has made a personal investigation at the site and of the work herein proposed and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that he has not received or relied upon any representations or warrants of any nature whatsoever from the Ann Arbor Housing Commission, its agents or employees, and that this bid is based solely upon the Bidder's own independent business judgment.

The undersigned hereby proposes to perform all work described in the Scope of Work and Specifications, including any Addenda issued thereto, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work herein described in strict accordance with all terms of the Contract of which this Proposal is one part.

In accordance with these Contract Documents dated _____, and Addenda thereto numbered _____, the undersigned, as Bidder, hereby proposes to perform at the site(s) specified in Ann Arbor, Michigan, the work enumerated in the attached Bid Form for amount set forth here.

The undersigned agrees to contract for said work and to furnish the necessary Insurance Certificates within seven (7) days after being notified of the acceptance of his Bid.

If this Proposal shall be accepted by the Ann Arbor Housing Commission and the Bidder shall fail to contract as aforesaid and to furnish the required Insurance Certificates with seven (7) days after being notified of the acceptance of this Bid, then the undersigned shall be considered to have abandoned the Contract and the Ann Arbor Housing Commission will execute a contract with the next responsive bidder or re-bid the work.

In submitting this Bid, it is understood that the right is reserved by the Ann Arbor Housing Commission to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner deemed in the best interest of the Ann Arbor Housing Commission.

SIGNED THIS _____ DAY OF _____, 2013.

Firm Name

Official Address

Authorized Signature of Bidder

Telephone Number

BID FORM

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____ DATE _____

We, the undersigned, will furnish all labor, materials, equipment, services, facilities and all other items required for the 2008 - Lawn Care Services project as defined by the Scope of Work and Specification for the Ann Arbor Housing Commission. The proposal is being submitted in accordance with the documents and specifications, at the per-cut prices listed below.

PH-WEST	Per Cut	Spring Clean Up	Fall Leaf Pick-up
Miller Manor	\$ _____	\$ _____	\$ _____
South Seventh	\$ _____	\$ _____	\$ _____
West Washington	\$ _____	\$ _____	\$ _____
North Maple Estates&Duplexes	\$ _____	\$ _____	\$ _____
South Maple	\$ _____	\$ _____	\$ _____
Mallet Creek Court	\$ _____	\$ _____	\$ _____
Hillside Manor	\$ _____	\$ _____	\$ _____
Evelyn Court	\$ _____	\$ _____	\$ _____
Garden Circle	\$ _____	\$ _____	\$ _____
TOTAL PH-WEST	\$ _____	\$ _____	\$ _____
PH-EAST			
Baker Commons	\$ _____	\$ _____	\$ _____
Broadway Terrace	\$ _____	\$ _____	\$ _____
White/State/Henry	\$ _____	\$ _____	\$ _____
Green Baxter Ct	\$ _____	\$ _____	\$ _____
Hikone	\$ _____	\$ _____	\$ _____
Platt Road	\$ _____	\$ _____	\$ _____
Oakwood	\$ _____	\$ _____	\$ _____

TOTAL PH-EAST \$ _____ \$ _____ \$ _____

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our bid:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

*See notes in the specifications section under the heading of sites and areas to be serviced.

**See notes in the specifications section under the heading of sites and areas to be serviced.

TIME OF COMMENCEMENT

If awarded the Contract, we agree to begin the work described in the Contract Documents by _____ days after contract execution.

PROPOSAL GUARANTEE

The prices stated in this Proposal are guaranteed for a period of not less than thirty (30) days, nor and, if authorized to proceed within that period, we agree to complete the work covered by this proposal at said price.

INFORMATION REQUIRED

Bidder to state if individual, partnership, or corporation: _____

1. If partnership, list names of all partners:

2. If corporation:

(A) Give state of incorporation: _____

(B) Give state(s) in which qualified to do business: _____

3. Tax I.D. # _____ or S.S. # _____

SIGNED THIS _____ DAY OF _____, 2013.

Authorized Signature of Bidder

REFERENCE FORM

1.	_____	_____
	Company Name	Address
	_____	_____
	Contact Person	Phone Number(s)
2.	_____	_____
	Company Name	Address
	_____	_____
	Contact Person	Phone Number(s)
3.	_____	_____
	Company Name	Address
	_____	_____
	Contact Person	Phone Number(s)
4.	_____	_____
	Company Name	Address
	_____	_____
	Contact Person	Phone Number(s)
5.	_____	_____
	Company Name	Address
	_____	_____
	Contact Person	Phone Number(s)

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C., subsection 1001.

NAME OF BIDDER

DATE

By

Title

Official Address (including zip code)

Affirmative Action by City Contractors - Chapter 112 of Title IX of the City Code

- (1) All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the Director prior to entering into a contract with the City. Said contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner, which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the labor recruitment area shall be the Ann Arbor-Ypsilanti standard metropolitan statistical area.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Director, for each job category or division of the work forces used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to.
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the

affirmative action requirements;

- (d) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the affirmative action agreement provisions of each contract. For instances of non-compliance, the Director shall develop procedures and regulations which provide the contractor with notice of his non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All such contractors shall provide further that breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments hereunder.
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-compliance
\$ 5,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or

performed or the goods or properties to be furnished or delivered to the City under this contract.

HUD Section 3 Clause-24 cfr. part 135.20

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section covered project, the following clause (referred to as a "section 3 clause"):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- D. The Contractor will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take the appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 13.

MICHIGAN EEO CLAUSE

It is agreed that the Contractor and his/her subcontractors will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of its covenant may be regarded as a material breach of the Contract.

SAMPLE CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2013
By and between the Owner:

Ann Arbor Housing Commission
727 Miller Avenue
Ann Arbor, Michigan 48103

and the Contractor:

The Project: *2013 Housing Commission - Lawn Care Services.*

WITNESSETH, that the Contractor and the Ann Arbor Housing Commission, for the consideration hereinafter named, agree as follows:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all materials, labor, and equipment necessary to perform all of the work at the site(s) indicated, as described in the request for proposal entitled 2008 - Lawn Care Services Proposal. The request for proposal shall be incorporated into this contract, and will be the scope of work for the purposes of this contract, as it relates to lawn care at the sites below. Only the sites that appear with a corresponding price are covered under this Contract.

	Per Cut	Spring Clean Up	Fall Leaf Pick-up
South Maple	\$ _____	\$ _____	\$ _____
South Seventh	\$ _____	\$ _____	\$ _____
Evelyn Court	\$ _____	\$ _____	\$ _____
Baker Commons	\$ _____	\$ _____	\$ _____
Hikone	\$ _____	\$ _____	\$ _____
Oakwood	\$ _____	\$ _____	\$ _____
Garden Circle & Thaler	\$ _____	\$ _____	\$ _____
Hillside Manor	\$ _____	\$ _____	\$ _____
North Maple	\$ _____	\$ _____	\$ _____
West Washington	\$ _____	\$ _____	\$ _____
Miller Manor	\$ _____	\$ _____	\$ _____

	Per Cut	Spring Clean Up	Fall Leaf Pick-up
White/State/ Henry	\$ _____	\$ _____	\$ _____
Platt Road	\$ _____	\$ _____	\$ _____
Broadway *	\$ _____	\$ _____	\$ _____
Mallet Creek Court	\$ _____	\$ _____	\$ _____
Green Road	\$ _____	\$ _____	\$ _____

ARTICLE II - The Contract Sum

The Ann Arbor Housing Commission shall pay to the contractor for the performance of this contract an amount not to exceed: _____ Dollars (\$_____). Based on per-cut pricing for the sites identified in Article I above, and an estimated 28 cuts.

The Ann Arbor Housing Commission will pay the Contractor monthly, during the term of Contract, within 30 days of acceptance of completed work and submission of an itemized invoice, specifying the sites and dates of service.

ARTICLE III - Contract Term

- (A) The work to be completed under this Contract shall be commenced the _____ day of April, 2013.
- (B) This Contract shall expire on the fifteenth day of November 2013.
- (C) Failure to maintain the performance of the work as identified in the Request for Proposals bound into this Contract, and the Contract term as established above in this Article, shall entitle the Ann Arbor Housing Commission to declare the Contract abandoned and to deduct from any monies due to the Contractor, any sum that it would require to continue with any part of the work by contracting with others, if the cost of such work exceeds the Contract amount as established in this document.
- (D) The work will be done during regular working hours.

ARTICLE IV - Insurance Requirements

The Contractor will secure and maintain during the term of the contract, evidence of insurance as

required in the request for proposal. Copies of insurance binders must be provided to the Ann Arbor Housing Commission prior to commencement of work.

ARTICLE V - Section 3 Compliance

The Contractor will make every feasible attempt to employ low-income residents of the contract area. The Contractor will provide, upon demand, evidence of compliance or attempted compliance with this section 3 clause.

ARTICLE VI - Miscellaneous Provisions

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article I and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Scope of work, Specifications, and General Conditions, including all parts indexed in the Invitation for Bid identified for the captioned title ***"2013- Lawn Care Services Proposal."***

By the signatures appearing below, the parties hereby agree to the terms and conditions set forth above.

ANN ARBOR HOUSING COMMISSION

CONTRACTOR:

(Name of firm, partnership, etc.)

Jennifer Hall
Executive Director

By: _____

Its:

SPECIFICATIONS

Locations and areas to be serviced

South Maple

800-890 South Maple Road
1.8 Acre

North Maple

701-749 North Maple Road
2.85 Acre

South Seventh

221-153 South Seventh Street
.70 Acre

West Washington

805-807 West Washington Street
.25 Acre

Evelyn Court

909 Evelyn Court
.10 Acre

*Miller Manor

727 Miller Avenue
.35 Acre

Baker Commons

106 Packard Road
.30 Acre

White/State/Henry

1521 State Street, 701-719 Henry Street,
1514-1520 White Street, .85 Acre

Hikone

2702-2760 Hikone Street
2 Acre

Platt Road

3451-3457 Platt Road
.60 Acre

Hillside Manor

1020-1042 Pennsylvania
.50 Acre

*Broadway

1504-1508 Broadway Street
.30 Acre

Oakwood

3465-3585 Oakwood Street
.50 Acre

Mallet Creek Court

2670-2680 South Main Street
.50 Acre

Green Baxter Court

1701-1747 Green Road
1.40 Acre

Garden Circle & Thaler (easement)

From the corner of Garden Circle & Thaler,
East to the dead end, the North side of Thaler
along the cement retaining wall.
.07 Acre

The acreage measurements above are approximate grass areas and are included for the bidders convenience. The Ann Arbor Housing Commission makes no warranty as to their accuracy. The bidder is expected to make his or her own site investigation for purpose of determining the size of work.

Scope of Work

All debris including, but not limited to paper, glass and plastic, must be removed from the area to be cut prior to the start of cutting. This removal will include the proper disposal of this debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractors responsibility to dispose of this material.

Grass is to be maintained at an average height of 2 1/2 inches - 3 1/2 inches. At no time will the grass be cut shorter than 2 inches, nor permitted to grow to a height of more than 4 inches. All contracts awarded through this request will be based on a per cut price. The above guidelines will be used to determine if a site will require service in a given week. If it is determined by the Housing Commission that a Contractor has billed for services during a period in which service should have been withheld, based on the above requirements, The Ann Arbor Housing Commission will withhold payment for that service. The Commission will utilize residents at each site to help monitor dates of service and compliance of service. **If during the term of the contract, the area endures excessive heat and drought conditions resulting in browned out yards, AAHC will not pay for cutting while these conditions prevail.**

Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios and the perimeters of any buildings or structures. Grass clippings must be cleared from sidewalks, patios, porches, drives and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess will be removed immediately preventing damage to that area of the lawn.

The Contractor will provide to the Ann Arbor Housing Commission, a written schedule of the day of the week on which sites will be serviced. This schedule is to be submitted prior to any work being done, and must be updated when necessary.

Spring Clean Up

The Ann Arbor Housing Commission requests a bid for one (1) spring site clean up at each assigned site.

Fall Clean Up

The Ann Arbor Housing Commission requests a bid for one (1) fall leaf pick up at each assigned site.

* The Broadway site has several areas near the three buildings, which are used, as gardens. Each perspective contractor will note the areas and ensure that such areas on this site, as well as any other sites, are undisturbed. The Miller Manor site has several planting areas in the proximity of the main offices and the apartment building. Railroad tie flower boxes for resident use are located in the rear of Miller Manor. These

areas must also be left undisturbed. However the slopping area below the flower box areas to the fence line are to be kept trimmed.

TECHNICAL RESOURCES LISTING

Please list all equipment, vehicles and other resources pertinent to this scope of work.

Equipment:

Vehicles:

Other Resources:
