



CITY COUNCIL ACTION REPORT

April 9, 2013

TO: Brian Kischnick, City Manager

FROM: Mark F. Miller, Director of Community and Economic Development
Timothy L. Richnak, Public Works Director
Susan A. Leirstein, Purchasing Director
MaryBeth Murz, Purchasing Manager
Cindy Stewart, Community Affairs Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option – Lawn and Yard Services for the Home Chore Program

History

On April 2, 2012, Troy City Council approved a contract to provide seasonal requirements of lawn and yard services for the City's Home Chore Program with an option to renew for one (1) additional season to the low total bidder, Outdoor Enhancements of Lake Orion. (Resolution #2012-04-070-J4b)

Outdoor Enhancements, the primary contractor has agreed to exercise their option to renew under the same pricing, terms and conditions as the original contract.

Purchasing

A market survey conducted by the Purchasing Department determined no benefit would be derived from soliciting formal bids as previous bidders indicated their prices would not change. Outdoor Enhancement's rates are the lowest the City has seen for these services in over ten (10) years.

Financial Considerations

Funds are budgeted and available in the Public Works contractual service account. Lawn and yard services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

Recommendation

City management and the Community Affairs Department recommend exercising the option to renew for one (1) additional season to provide lawn and yard services for the City's Home Chore Program to the low total bidder, Outdoor Enhancement of Lake Orion, as the primary contractor, for the Home Chore Program, at unit prices contained in the bid tabulation opened March 15, 2012, with the contract expiring November 30, 2013.



April 8, 2013

TO: Cindy Stewart
FROM: Susan Leirstein
RE: Market Survey for Home Chore Lawn Services – ITB-COT 12-07

Maxwell Lawn Care Svc LLC, Detroit Marlin Maxwell 313.953.1560
Left message 4/8/13

Green Meadows Lawnscape Inc, Shelby Twp Dan DeClerck 586.254.7775
According to Dan, bid prices would be the same. They really can't do the work much cheaper. Residents are very demanding especially when it comes to the seasonal clean-ups.

Beneficial Lawn Svc, Warren Chris Samaan 586.872.1342
Prices would not change, although fuel costs are a contributing factor and continue to fluctuate. They currently have a lot of business in Troy and are very familiar with the neighborhoods.

AustinMorgan Companies LLC, Troy Christie Rasins 248.629.7257
Number no longer in service – 248.629.7257
Left message at 248.770.4796 on 4/8/13

Based upon the comments noted and the fact that the rates of the current contractor, Outdoor Enhancements, are the lowest the City has seen in over ten (10) years, it is recommended the City pursue the option to renew the contract for one additional season under the same pricing, terms and conditions.

If you have any questions, please let me know.



March 11, 2013

Peter Carroll
Outdoor Enhancements
850 Hemingway
Lake Orion MI 48362

Dear Peter:

On April 3, 2012, the City of Troy entered into contract #2012-00001333 with Outdoor Enhancements to provide one-year requirements of Yard Services (Spring & Fall Clean-Up and Lawn Care Services for the Home Chore Program. This contract contained an option to renew for one additional year under the same prices, terms, and conditions as the original contract.

Please fax this letter back indicating if Outdoor Enhancements wishes to renew this contract until November 30, 2013. Our fax number is 248.524.3499. Council Approval is necessary: therefore, a request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. It should be understood that this request to renew the contract is subject to a favorable market survey.

CHECK ONE:

Outdoor Enhancements is interested in renewing the contract under the same prices, terms, and conditions:

Outdoor Enhancements is not interested in renewing the contract:

x Peter Carroll
Signed: Authorized Company Representative

Date: 3-13-13

Thank you,
Cindy Stewart
Community Affairs Department

Yes: All-7
 No: None

MOTION CARRIED

J. CONSENT AGENDA:

J-1a Approval of "J" Items NOT Removed for Discussion

Resolution #2012-04-070
 Moved by Slater
 Seconded by Campbell

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-2a, which **SHALL BE CONSIDERED** after Consent Agenda (J) items, as printed.

Yes: All-7
 No: None

MOTION CARRIED

J-1b Address of "J" Items Removed for Discussion by City Council

J-3 Proposed City of Troy Proclamations: None

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 1: Award to Low Bidder – Hauling and Disposal of Dirt and Debris

Resolution #2012-04-070-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidder, Bedrock Express LTD of Ortonville, MI, for an estimated total cost of \$58,840.00, at unit prices contained in the bid tabulation opened February 2, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of March 31, 2013.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT UPON** the contractors' submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

b) Standard Purchasing Resolution 1: Award to Low Bidders – Home Chore Lawn and Yard Services

Resolution #2012-04-070-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide seasonal requirements of lawn and yard services to Troy residents qualifying under the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Outdoor Enhancements of Lake Orion, MI, as primary contractor, and DTL Lawn Care of Rochester Hills, MI, as secondary contractor, at unit prices contained in the bid tabulation opened March 15, 2012, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of December 31, 2012.

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT UPON** the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements including a Public Service Contract executed administratively once in acceptable form.

c) Standard Purchasing Resolution 2: Sole Bidder – Replace and Install a New Rotary Brand Dual Rear Cylinder Lifting Assembly Including Complete Lift Inspection – DPW Fleet Garage

Resolution #2012-04-070-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to replace and install a new Rotary Brand Dual Rear Cylinder Lifting Assembly Including Complete Lift Inspection at the DPW - Fleet Garage to the sole bidder meeting specifications, Allied Incorporated of Ann Arbor, MI, for an estimated total cost of \$30,970.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT UPON** contractors' submission of properly executed bid and proposal documents including insurance certificates, permits and all other specified requirements.

BE IT FINALLY RESOLVED, That Troy City Council hereby **REJECTS** all bids received for Proposal B, Additional Work, as the work is not needed at this time.

J-5 Traffic Committee Recommendations and Minutes – March 21, 2012

Resolution #2012-04-070-J-5

Item #3 – Request for Intersection Control – Brunswick at Cadmus – Item 3

RESOLVED, That the intersection control be **MODIFIED** from “no traffic control” to a STOP sign on the Brunswick Drive southbound approach to Cadmus.

Item #4 – Request for Intersection Control – Wardlow at Ashbury – Item 4

RESOLVED, That the intersection control be **MODIFIED** from “no traffic control” to a YIELD sign on the Wardlow Drive southbound approach to Ashbury.

Item #5 – Request for Intersection Control – Vernmoor at Hurst



CITY COUNCIL ACTION REPORT

March 27, 2012

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Director of Economic & Community Development
Susan Leirstein, Purchasing Director
Tim Richnak, Public Works Director
Cindy Stewart, Community Affairs Director

SUBJECT: Standard Purchasing Resolution 1: Award to Low Bidders –
Home Chore Lawn and Yard Services

Background

Bids were received and publicly opened on March 15, 2012, for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season. 273 vendors were notified via the Michigan Intergovernmental Trade Network (MITN) website, www.mitn.info. Twenty (20) bid responses were received.

The award recommendation considered the vendor offering the best combination of a variety of factors including: bid price, professional competence and level of service, equipment fleet, references, and the comfort of the residents on the program.

The contract warrants making an award to a primary and secondary contractor in the event the primary contractor is unable to perform services as specified, the secondary vendor will be called upon to fulfill the terms of the contract.

A low total award for Proposals A and B is being recommended as neither contractor was interested in a split award. Separate contracts with different vendors for each Proposal have proven to be an administrative nightmare, with one contractor blaming the other for uncompleted or shoddy work.

Fund Availability

Funds for lawn and yard services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

March 27, 2012

To: John Szerlag, City Manager

Re: Bid Award – Home Chore Lawn and Yard Services (cont'd)

Legal Considerations

ITB-COT 12-07, seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season was competitively bid, in accordance with Chapter 7 of the City Code. Awards are contingent upon contractors' submission of properly executed bids and contract documents, including insurance certificates and all other specified requirements.

Recommendation

City management recommends City Council award contracts for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Outdoor Enhancements of Lake Orion, MI as primary contractor, and DTL Lawn Care of Rochester Hills, MI, as secondary contractor at unit prices contained in the bid tabulation dated 3/15/2012, which expires December 31, 2012.

sl

| VENDOR NAME: | | Outdoor Enhancements | | DTL Lawn Care | | Maxwell Lawn Care Svc LLC | |
|---|---|----------------------|---------------------|-------------------|---------------------|---------------------------|---------------------|
| | | PRIMARY | | SECONDARY | | | |
| EST NO. | | PRICE PER SERVICE | | PRICE PER SERVICE | | PRICE PER SERVICE | |
| PROPOSAL A: LAWN CARE SERVICES | | | \$576 | | | | |
| 64 Lots | Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft | \$ | 9.00 | \$ | 11.00 | \$ | 10.24 |
| 26 Lots | Lawn-care Services at lots over 100 ft x 180 ft or corner lots | \$ | 10.00 | \$ | 12.00 | \$ | 12.24 |
| ESTIMATED TOTAL: - 26 Weeks - | | | \$ 21,736.00 | | \$ 26,416.00 | | \$ 25,313.60 |
| PROPOSAL B: YARD CLEAN UP | | | \$ 3,072 | | | | |
| 64 Lots | Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft | \$ | 48.00 | \$ | 25.00 | \$ | 39.00 |
| 26 Lots | Yard Clean up for lots over 100 ft x 180 ft or corner lots | \$ | 58.00 | \$ | 30.00 | \$ | 49.00 |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | | \$ 9,160.00 | | \$ 4,760.00 | | \$ 7,540.00 |
| GRAND TOTAL BOTH SERVICES: Estimated | | | \$ 30,896.00 | | \$ 31,176.00 | | \$ 32,853.60 |

| SITE INSPECTIONS: | | Yes or No Date | No | Yes | Blank |
|-----------------------|--|------------------|----------------------|---------------------|----------------|
| | | | | 3/3/2012 | |
| PHONE NUMBERS: | | Daytime | 248-693-1269 | 248-659-8069 | 313-953-1560 |
| | | 24 Hour | 248-891-3760 | 248-495-1362 | 313-790-8586 |
| | | Contact Name | Peter Carroll | David Lee | Marlin Maxwell |
| | | Hrs of Operation | 8am-8pm M-F | 8am-7pm | 7-7pm |
| PAYMENT TERMS: | | | Net 15 days | N/30 | 2% Net 10 |
| EXCEPTIONS: | | | Blank | Blank | Blank |
| ALL OR NONE AWARD: | | Y or N | Y | Y | N |
| ACKNOWLEDGEMENT: | | Signed Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | | Attached Y or N | Y | Y | Y |
| ADDENDUM: | | Attached Y or N | N | N | Y |

ATTEST:
 Cindy Stewart
 Susan Riesterer
 Susan Leirstein

BOLDFACE TYPE DENOTES LOW TOTAL BIDDERS

Susan Leirstein CPPO, CPPB
 Purchasing Director

| VENDOR NAME: | | Green Meadows Lawnscape Inc | Beneficial Lawn Service | AustinMorgan Companies LLC |
|---|---|--------------------------------|----------------------------|--------------------------------|
| EST NO. | | PRICE PER SERVICE | PRICE PER SERVICE | PRICE PER SERVICE |
| PROPOSAL A: LAWN CARE SERVICES | | | | |
| 64 Lots | Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft | \$ 10.45 | \$ 10.50 | \$ 10.50 |
| 26 Lots | Lawn-care Services at lots over 100 ft x 180 ft or corner lots | \$ 12.70 | \$ 12.99 | \$ 12.50 |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ 25,974.00 | \$ 26,253.24 | \$ 25,922.00 |
| PROPOSAL B: YARD CLEAN UP | | | | |
| 64 Lots | Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft | \$ 45.00 | \$ 44.00 | \$ 50.00 |
| 26 Lots | Yard Clean up for lots over 100 ft x 180 ft or corner lots | \$ 55.00 | \$ 54.99 | \$ 60.00 |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ 8,620.00 | \$ 8,491.48 | \$ 9,520.00 |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ 34,594.00 | \$ 34,744.72 | \$ 35,442.00 |
| SITE INSPECTIONS: | Yes or No Date | Yes current contractor | Yes | No familiar w/neighborhoods |
| PHONE NUMBERS: | Daytime | 586-254-7775 | 586-872-1342 | 248-629-7257 |
| | 24 Hour | 586-707-1499 | 586-872-1342 | 248-770-4796 |
| | Contact Name | Dan DeClerck | Chris Samaan | Christie Rasins |
| | Hrs of Operation | 8am-8pm | 9-7pm | 8-5pm |
| PAYMENT TERMS: | | Net 30 | Net 30 | Net 21 |
| EXCEPTIONS: | | None | N/A | Blank |
| ALL OR NONE AWARD: | Y or N | Y | N | Y |
| ACKNOWLEDGEMENT: | Signed Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Attached Y or N | Y | Y | Y |
| ADDENDUM: | Attached Y or N | N | N | Y |

| VENDOR NAME: | | MVP | | Greener Grounds | | American Dream | | | |
|---|--|-------------------------------------|-----------|---------------------|-----------|-------------------|-----------|-----------------|--|
| | | Environmental LLC | | Landscaping | | Landscaping | | | |
| EST NO. | | PRICE PER SERVICE | | PRICE PER SERVICE | | PRICE PER SERVICE | | | |
| PROPOSAL A: LAWN CARE SERVICES | | | | | | | | | |
| 64 Lots | Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft | \$ | 14.00 | \$ | 14.00 | \$ | 16.00 | | |
| 26 Lots | Lawn-care Services at lots over 100 ft x 180 ft or corner lots | \$ | 18.00 | \$ | 16.00 | \$ | 16.00 | | |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ | 35,464.00 | \$ | 34,112.00 | \$ | 37,440.00 | | |
| PROPOSAL B: YARD CLEAN UP | | | | | | | | | |
| 64 Lots | Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft | \$ | 5.00 | \$ | 50.00 | \$ | 45.00 | | |
| 26 Lots | Yard Clean up for lots over 100 ft x 180 ft or corner lots | \$ | 5.00 | \$ | 60.00 | \$ | 45.00 | | |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ | 900.00 | \$ | 9,520.00 | \$ | 8,100.00 | | |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ | 36,364.00 | \$ | 43,632.00 | \$ | 45,540.00 | | |
| SITE INSPECTIONS: | | Yes or No Date | | Yes 3/4 3/6 3/10 | | Yes 3/3/2012 | | No | |
| PHONE NUMBERS: | | Daytime | | 248-249-5711 | | 248-841-6455 | | 586-493-9730 | |
| | | 24 Hour | | 248-249-5711 | | 248-841-6455 | | 313-623-5901 | |
| | | Contact Name | | Tony | | John Plewa | | Adrienne Coates | |
| | | Hrs of Operation | | 7-9pm | | 7-6pm | | 8-6pm | |
| PAYMENT TERMS: | | Net 30 | | Net 30 | | Net 30 | | Net 30 days | |
| EXCEPTIONS: | | non home chore homes \$65.00/cut | | Blank | | Blank | | Blank | |
| ALL OR NONE AWARD: | | Y or N | | Y | | Y | | N | |
| ACKNOWLEDGEMENT: | | Signed Y or N | | Y | | Y | | Y | |
| VENDOR QUESTIONNAIRE: | | Attached Y or N | | Y | | Y | | Y | |
| ADDENDUM: | | Attached Y or N | | Y | | Y | | Y | |

| VENDOR NAME: | | Excel | United Resource | Brantley |
|---|---|-------------------|-------------------|-------------------|
| | | Landscaping LLC | LLC | Development LLC |
| EST NO. | | PRICE PER SERVICE | PRICE PER SERVICE | PRICE PER SERVICE |
| PROPOSAL A: LAWN CARE SERVICES | | | | |
| 64 Lots | Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft | \$ 18.00 | \$ 17.00 | \$ 17.00 |
| 26 Lots | Lawn-care Services at lots over 100 ft x 180 ft or corner lots | \$ 20.00 | \$ 17.00 | \$ 22.00 |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ 43,472.00 | \$ 39,780.00 | \$ 43,160.00 |
| PROPOSAL B: YARD CLEAN UP | | | | |
| 64 Lots | Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft | \$ 30.00 | \$ 69.00 | \$ 49.00 |
| 26 Lots | Yard Clean up for lots over 100 ft x 180 ft or corner lots | \$ 35.00 | \$ 69.00 | \$ 59.00 |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ 5,660.00 | \$ 12,420.00 | \$ 9,340.00 |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ 49,132.00 | \$ 52,200.00 | \$ 52,500.00 |
| SITE INSPECTIONS: | Yes or No Date | Yes 3/8/2012 | Yes 3/5/2012 | No |
| PHONE NUMBERS: | Daytime | 586-524-2519 | 248-426-1671 | 810-610-0427 |
| | 24 Hour | 586-524-2519 | 313-449-9497 | 734-722-7398 |
| | Contact Name | Nick Holmes | David Guth | Stanley Brantley |
| | Hrs of Operation | 24/7 | 24/7 | 7-9pm |
| PAYMENT TERMS: | | Net 30 | Net 30 days | Net 30 |
| EXCEPTIONS: | | Blank | Blank | Blank |
| ALL OR NONE AWARD: | Y or N | N | Y | Y |
| ACKNOWLEDGEMENT: | Signed Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Attached Y or N | Y | Y | Y |
| ADDENDUM: | Attached Y or N | N | Y | N |

| VENDOR NAME: | | Mike's Clean Cut Landscaping Inc | Noel Lawn Service | Redigan Outdoor Services |
|---|---|---|--|--|
| EST NO. | | PRICE PER SERVICE | PRICE PER SERVICE | PRICE PER SERVICE |
| PROPOSAL A: LAWN CARE SERVICES | | | | |
| 64 Lots | Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft | \$ 20.00 | \$ 25.00 | \$ 18.00 |
| 26 Lots | Lawn-care Services at lots over 100 ft x 180 ft or corner lots | \$ 25.00 | \$ 30.00 | \$ 22.50 |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ 50,180.00 | \$ 61,880.00 | \$ 45,162.00 |
| PROPOSAL B: YARD CLEAN UP | | | | |
| 64 Lots | Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft | \$89.50 w/gutters \$ 49.50 | \$ 50.00 | \$ 150.00 |
| 26 Lots | Yard Clean up for lots over 100 ft x 180 ft or corner lots | \$95.00 w/gutters \$ 55.00 | \$ 75.00 | \$ 185.00 |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ 9,196.00 | \$ 10,300.00 | \$ 28,820.00 |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ 59,376.00 | \$ 72,180.00 | \$ 73,982.00 |
| SITE INSPECTIONS: | Yes or No Date | Yes Blank | Yes 3/7/2012 | No |
| PHONE NUMBERS: | Daytime 24 Hour Contact Name Hrs of Operation | 248-879-4504 248-930-8725 Mike Misiewicz 8-5pm | 734-777-1576 734-243-0380 Ron Noel 24/7 | 248-894-0985 248-935-7752 Sandy Redigan 9-5pm M-Sat |
| PAYMENT TERMS: | | Net 20 | 30 days | 30 days |
| EXCEPTIONS: | | Attached to Bid | Blank | Blank |
| ALL OR NONE AWARD: | Y or N | N | Y | Y |
| ACKNOWLEDGEMENT: | Signed Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Attached Y or N | Y | Y | Y |
| ADDENDUM: | Attached Y or N | Y | Y | Y |

| VENDOR NAME: | | A Little of the Top | Green Valley | Shamo |
|---|---|---------------------|-------------------|-----------------------|
| | | | Conservation Svc | Landscaping & Svc Inc |
| | | | Inc | |
| EST NO. | | PRICE PER SERVICE | PRICE PER SERVICE | PRICE PER SERVICE |
| PROPOSAL A: LAWN CARE SERVICES | | | | |
| 64 | Lawn Care Services at a Residential City of Troy Lots Home -average lot size 100 ft x 180 ft | \$ 27.00 | \$ 23.00 | \$ 38.00 |
| 26 | Lawn-care Services at lots over 100 ft x 180 ft Lots or corner lots | \$ 33.00 | \$ 32.00 | \$ 40.00 |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ 67,236.00 | \$ 59,904.00 | \$ 90,272.00 |
| PROPOSAL B: YARD CLEAN UP | | | | |
| 64 | Yard clean up at a residential City of Troy Lots home - average lot size 100 ft x 180 ft | \$ 45.00 | \$ 90.00 | \$ 48.00 |
| 26 | Yard Clean up for lots over 100 ft x 180 ft or Lots corner lots | \$ 65.00 | \$ 135.00 | \$ 58.00 |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ 9,140.00 | \$ 18,540.00 | \$ 9,160.00 |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ 76,376.00 | \$ 78,444.00 | \$ 99,432.00 |
| SITE INSPECTIONS: | Yes or No Date | Yes 3/5/2012 | No | No |
| PHONE NUMBERS: | Daytime | 810-867-4935 | 586-421-1769 | 586-822-2181 |
| | 24 Hour | 810-625-7803 | 810-560-3026 | 586-822-2181 |
| | Contact Name | Mike Jean | Paul Hayes | Salam Shamo |
| | Hrs of Operation | 8-5pm M-F | 8-5pm M-F | 7-9pm |
| PAYMENT TERMS: | | Net 30 days | Net 25 days | monthly |
| EXCEPTIONS: | | Blank | Blank | Blank |
| ALL OR NONE AWARD: | Y or N | Y | N | N |
| ACKNOWLEDGEMENT: | Signed Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Attached Y or N | Y | Y | Y |
| ADDENDUM: | Attached Y or N | Y | Y | N |

| VENDOR NAME: | | Chas F Irish | Warner Brothers | |
|---|---|-------------------|-------------------|--|
| | | Co, Inc | Services | |
| EST NO. | | PRICE PER SERVICE | PRICE PER SERVICE | |
| PROPOSAL A: LAWN CARE SERVICES | | | | |
| 64 | Lawn Care Services at a Residential City of Troy Lots Home -average lot size 100 ft x 180 ft | \$ 44.75 | \$ 35.00 | |
| 26 | Lawn-care Services at lots over 100 ft x 180 ft Lots or corner lots | \$ 68.00 | \$ 55.00 | |
| ESTIMATED TOTAL: - 26 Weeks - | | \$ 120,432.00 | \$ 95,420.00 | |
| PROPOSAL B: YARD CLEAN UP | | | | |
| 64 | Yard clean up at a residential City of Troy Lots home - average lot size 100 ft x 180 ft | \$ 225.00 | \$35.00/hr DMS | |
| 26 | Yard Clean up for lots over 100 ft x 180 ft or Lots corner lots | \$ 375.00 | \$35.00/hr DMS | |
| ESTIMATED TOTAL: - 2 Clean-Ups - | | \$ 48,300.00 | N/A | |
| GRAND TOTAL BOTH SERVICES: Estimated | | \$ 168,732.00 | N/A | |
| SITE INSPECTIONS: | Yes or No Date | No | No | |
| PHONE NUMBERS: | Daytime | 586-775-6600 | 248-673-6092 | |
| | 24 Hour | 586-453-9492 | 248-431-5124 | |
| | Contact Name | Chuck Irish | Tim Warner | |
| | Hrs of Operation | 8:30-5pm | 24/7 | |
| PAYMENT TERMS: | | Net 30 days | Net 30 | |
| EXCEPTIONS: | | Blank | Blank | |
| ALL OR NONE AWARD: | Y or N | N | N | |
| ACKNOWLEDGEMENT: | Signed Y or N | Y | Y | |
| VENDOR QUESTIONNAIRE: | Attached Y or N | Y | Y | |
| ADDENDUM: | Attached Y or N | N | Y | |

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2011**

Municipality

Service Agency

Service Delivery

Effective Date: **May 1,** _____ Ending Date: **April 30,** _____

This contract shall be effective for 2 year(s) from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: _____ **Account Name:** _____

Total CDBG Dollar Amount of Contract: \$ _____

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between _____
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)
and, _____, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at _____
(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(Detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** _____

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of \$_____.
 - B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.
-

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County

Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements

pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

M) Debarment, Suspension, Ineligibility and Voluntary Exclusion The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name:

Name:

Representative Name:

Representative Name:

Phone #:

Phone #:

Email Address:

Email Address:

Address:

Address:

IRS #:

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY

MUNICIPALITY

| | | | |
|----------------|-------|----------------|-------|
| Name: | _____ | Name: | _____ |
| Officer Name: | _____ | Officer Name: | _____ |
| Officer Title: | _____ | Officer Title: | _____ |
| Signature: | _____ | Signature: | _____ |
| Witnessed: | _____ | Witnessed: | _____ |
| Date: | _____ | Date: | _____ |