



Virg Bernero, Mayor

## FINANCE DEPARTMENT

PURCHASING OFFICE  
124 W. Michigan Avenue, 8<sup>th</sup> floor  
Lansing, Michigan 48933-1603  
(517) 483-4124 / FAX (517) 483-4524  
<http://www.lansingmi.gov/finance/purchasing>

June 3, 2010

### NOTICE TO QUOTERS Q/10/117 SIGN ABATEMENT

*The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to [www.mitn.info](http://www.mitn.info)*

Quotes marked "Q/10/117, SIGN ABATEMENT" will be accepted at the **Finance Department, Purchasing Office, 8th floor City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933**, until 3:00 p.m., local time in effect on JUNE 15, 2010.

***Official City issued quote form must be returned via fax, U.S. mail or in person.***

Quote results will **only** be released via email or self-addressed stamped envelopes. Please forward your email request to: [eescamil@lansingmi.gov](mailto:eescamil@lansingmi.gov)

The City of Lansing encourages quotes from all vendors including MBE/WBE and Lansing-based vendors.

*The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services.*

***Any contractual or quote package questions should be directed to Estela Escamilla, Purchasing, at (517) 483-4125, fax (517) 483-4524. Technical questions may be directed to Chris Segerlind at (517) 483-4375.***

Estela Escamilla  
Purchasing Administrative Assistant

Solicitation Number: Q/10/117

Solicitation Name: SIGN ABATEMENT

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

**I. Where did your firm receive of this solicitation?** Please check all that apply.

City of Lansing Purchasing Web Page <http://www.mitn.info>

City of Lansing Purchasing Office

Other, please

list: \_\_\_\_\_

**II. Demographic Information:**

Is your firm located or have a business office within the corporate city limits of Lansing  
yes \_\_\_\_\_ no \_\_\_\_\_

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

African-American

Hispanic-American

Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)

Asian-Pacific

Asian-Indian (India, Pakistan and Bangladesh)

Disabled-Owned

Is your firm owned (at least 51% ownership), operated and controlled by a female: Yes \_\_\_\_\_ No \_\_\_\_\_

**III. Company Information**

**Federal Tax ID Number** \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address (Street, City, State, ZIP)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Web Site Address

\_\_\_\_\_  
Contact Person

Thank you for your participation.

CITY OF LANSING  
 FINANCE DEPARTMENT-PURCHASING OFFICE  
 8TH FLOOR CITY HALL  
 124 W. MICHIGAN AVENUE  
 LANSING, MICHIGAN 48933

THIS IS NOT AN ORDER

NOTE: If your bid/quotation is not returned and completed on this form, it may not be considered.  
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR QUOTE # Q/10/117

FOR: SIGN ABATEMENT

DATE: June 3, 2010

PND/CODE COMPLIANCE

**QUOTES DUE 3:00 PM, LOCAL TIME IN EFFECT JUNE 15, 2010**

The City of Lansing Purchasing Office is requesting quotes for SIGN ABATEMENT as per the attached specifications.

ITEM	DESCRIPTION	TOTAL COST
A	HOURLY RATE FOR SIGN ABATEMENT	\$ /HR

The City reserves the right to accept any quote, to reject any or all quotes and to make the award in the best interest of the City.

**All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of quote due date as per City of Lansing Ordinance Section 206.02(a)1(G).**

Any contractual or quote package questions should be directed to Estela Escamilla, Purchasing, at (517) 483-4125, fax (517) 483-4524. Site visits arrangements and technical questions may be directed to Chris Segerlind at (517) 483-4375.

**NOTE:**

***Section C Bid Guarantee and #11 Bonds are not required for this project. However, all insurances listed will be required.***

FEDERAL I.D.# _____  COMPANY _____  SIGNATURE _____  PRINTED NAME _____  TITLE _____  DATE: _____	ADDRESS _____  CITY & STATE _____  TELEPHONE _____  F.O.B. _____  SHIP VIA/ROUTING: _____  TERMS: _____	<b>NOTE:</b> Quote results will <b>only</b> be released via email request.
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**MICHIGAN CIVIL RIGHTS ACT**

Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.



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<http://www.lansingmi.gov/finance/purchasing>

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

*I am able to certify to the above statements.*

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Name of Agency/Company/Firm *(Please Print)*

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Name and title of authorized representative *(Please Print)*

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Signature of authorized representative

Date

*I am unable to certify to the above statements. Attached is my explanation.*

DATE \_\_\_\_\_

REQUEST FOR QUOTE  
Q/10/117

Please complete Section I and Section II.

**Section I**

**QUOTE AND AWARD**

**Initial:** \_\_\_\_\_

The undersigned, having become thoroughly familiar with and understanding the entire quote documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this quote which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this quote document.

Please initial next to Quote and Award, sign Section II and submit with your response to this solicitation.

**Please be aware that this is a binding agreement that a Purchase Order may not be issued for goods/services quoted, but that the City may elect to obtain those goods/services by the use of a procurement card and only by that method.**

**Section II**

**SIGNATURE**

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

**SPECIFICATIONS**

Hourly rate quoted for SIGN ABATEMENT in accordance with these specifications is:

\$ \_\_\_\_\_ per hour - rate is all inclusive\*

This quote will be for a period of one year with the option to extend for an additional year up to a maximum of four one-year extensions. Extensions subject to review by the Purchasing Division and Building and Code Compliance Office at least 30 days prior to expiration of each additional year of extension, and will at a minimum review the contractors job performance, skills and specification compliance, with contract extension being at the City's discretion.

**\*HOURLY RATE**

The hourly rate established by this contract includes all equipment, means, and methods necessary to complete the work specified. The charge of work performed under this contract shall be computed by multiplying the per hour charge by the actual time required to complete all related work. Changes in hourly rate charges for yearly subsequent contract renewals will be limited to the consumer price index for all urban consumers (CPI-U) for the greater Lansing Tri-county area.

CONTRACTOR'S DUMP SITE: (Location of Dump Site for Waste Material)

*NOTE: For City of Lansing projects, according to P.A. 641, ALL MATERIALS THAT MUST BE DISPOSED OF IN A LANDFILL, MUST BE SENT TO THE APPROPRIATELY LICENSED LANDFILL IN INGHAM, EATON OR CLINTON COUNTIES ONLY.*

I will be using the following approved landfill site(s):

1. \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_
  
2. \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_

The successful firm providing this quote shall show ownership of the equipment necessary to carry out this contract prior to the award of this quote.

***Please be sure to submit your quote on this form. This form must be completed or your quote may be declared non-responsive.***

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_ DATE \_\_\_\_\_

## **SCOPE OF WORK AND REQUIREMENTS**

### **SCOPE OF WORK:**

Work under this contract includes all labor and equipment required for the complete removal of abandoned and/or unlawful signs, as identified and authorized by the City, to include, sign poles, channel letters or related materials pertaining to such signs. The work further includes the proper termination of all electrical service to the offending sign. Proper disposal of the removed materials will be the responsibility of the contractor. The area of work encompasses all residential and commercial properties located within the City of Lansing including vacant lots.

### **GENERAL REQUIREMENTS:**

The contractor shall perform all work under the contract promptly, efficiently, and shall bill the City for only actual time at the job site as set forth in this contract. Failure of the contractor to comply may result in the cancellation of this contract.

A minimum of two (2) photographs shall be taken at each work site. One shall be taken before work begins and a second photograph shall be taken when work is completed. Additional photographs may be required to illustrate work performed.

Contractors must perform the work within ten (10) working days (excluding inclement weather or other unforeseen extraordinary conditions) after notification to proceed is given by the City. This notification will be a faxed form followed up with a mailed copy of the authorization. If the work is not completed during this specified period, the City will issue three (3) successive written warning notices of non-performance. After the third notice the City may at their discretion select an alternate original quote provider as the primary contractor who will remain as such at the City's option.

The contractor shall be responsible for the repair or patching of wall areas following the removal of any wall sign to ensure weatherproofing of the structure is not compromised. Upon removing any pole sign the existing pole will be removed level to grade and the holes are to be filled in to re-establish grade.

The contractor shall investigate each job site for which he/she has received an order from the City. The contractor shall remove only that signage described in the order. Where all signage described in the order has previously been removed by the owner there shall be no charge by the contractor.

This contract will be for a period of one year with the option to extend for one additional year, up to a maximum of four one-year extensions. Contract extensions are subject to mutual agreement between the contractor and the City 30 days prior to expiration of each year.

### **CONTRACTOR REQUIREMENTS:**

1. Contractor shall be a sign contractor, licensed by the City of Lansing at the time of quote opening and throughout the contract duration. Unlicensed applicants will not be considered.
2. The contractor shall have at least five (5) years experience in the installation and removal of commercial signs and must demonstrate through experience and/or knowledge, as determined by the City, that they are capable of performing work under this contract.

3. The contractor shall provide a minimum crew of two workers at each job site with all equipment and supplies necessary to perform the work efficiently and as rapidly as possible.
4. Contractor shall have available to perform work under this contract the following equipment in good working order as determined by the City. Prior to the award of contract the City shall inspect such equipment for serviceability and capability to carry out the contract requirements. At the time the quote is awarded, the contractor shall provide such evidence as may be required by the City to prove ownership and/or availability of such equipment for the life of the contract.
  - a. One crane truck that meets all local and state regulations and is equipped as required to remove signs up to 35 feet in height.
  - b. All necessary tools; torches, hand tools, slings and other tools and supplies as may be required.
  - c. Mobile telephone.
  - d. Computer system with E-mail capabilities.
5. Contractor shall attach a list of all other equipment that he/she has available for use under this contract.

**HOURLY RATE:**

An hourly rate will be established by this contract to remove designated signs from locations as specified by the City. The hourly rate will be applied to actual time at the job site to the nearest hour for the first hour and the nearest one-quarter hour for the work time in excess of one hour. Such rate shall include any fees for the proper disposal of removed materials, and shall also include the cost of all photographs taken at the job site.

**INVOICING:**

Contractor must submit all invoices and photographs taken at each site to the Department of Planning and Neighborhood Development, Building Safety Office, 316 N Capitol Avenue, Lansing, Michigan 48933, within 15 days of completion of work at each sign location. All invoices submitted to the City must be numbered and list at a minimum the address of each sign location, date and number of hours at each site. When determined by the City that a billing does not reflect actual time at the job site as described in the contract, or when a billing does not reflect actual materials removed, the City reserves the right to cancel the contract immediately and select an alternate original quote provider as the prime contractor.

Contractor shall write each arrival and departure time on all billing invoices.

**DISPUTES:**

When disputes occur between the contractor and the property owner regarding time at a job site and/or materials removed from a job site, the City will make a final determination and when required shall adjust payment to the contractor accordingly. Contractor shall have the opportunity to present data and/or appear at any hearing where such a determination is made.



**A. PREPARATION OF BID:** Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

**B. SIGNATURES:** All bids, notifications, claims and statements must be signed as follows:

(1) **CORPORATIONS:** Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

(2) **PARTNERSHIPS:** Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by all partners no authorization is needed.

**C. REJECTION OR WITHDRAWAL:** The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

**D. CONTRACT:** Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

**E. DEFAULT TO CITY:** It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

### GENERAL CONDITIONS

#### 1. DEFINITIONS:

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

"CONTRACTOR" - the bidder whose proposal is accepted by the City.

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

**2. CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Directors decision shall be final.

**3. ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

**4. MATERIALS AND WORKMANSHIP:** Unless otherwise specified all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

**5. OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

**6. INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the Director.

**7. TERMINATION FOR BREACH:** The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City may complete the contracted work and the contractor will be liable for any excess cost occasioned the City thereby and in such case the City

may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

**8. GUARANTEE:** Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

**9. PAYMENT:** Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

(a) The required guarantees, and

(b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

**10. LIABILITY FOR TAXES:** When the terms of this contract involves the lease of property real or personal to the City, it is understood that lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

**11. INSURANCE:** No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by \$1,000,000.00 combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

**12. HOLD HARMLESS:** To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.