

**REQUEST FOR PROPOSALS**

**OPERATION, COLLECTION AND ADMINISTRATION OF  
ABANDONED REAL PROPERTY REGISTRATION**

**CITY OF READING**



## TABLE OF CONTENTS

	<u>Page</u>
Purpose.....	3
Proposal Submission.....	3
Pre-Proposal Conference.....	3
Proposer’s Clarification.....	3
Insurance.....	3
Workers Compensation and Public Liability and Property Damage Insurance.....	4
Equal Employment Opportunity.....	5
Employment of Certain Persons Prohibited.....	5
Alterations or Modifications.....	6
Subcontracts.....	6
Right to Audit Records.....	6
Dissemination of Information.....	6
Business Privilege Tax.....	6
Permits / Licenses.....	6
Observance of Laws, Ordinances and Regulations.....	7
Withdrawal of Proposals.....	7
Proposal Rejection.....	7
Execution of Contract.....	7
Contract Termination.....	7
Scope of Services.....	8
Form of Proposal.....	9
Information Required of Proposer.....	10
Assignment of Key Staff.....	10
City Information.....	10
Evaluation of Proposals.....	11
Selection Committee.....	11
Questions Regarding Specifications.....	11
<b>FORMS</b>	
Non-Collusion Affidavit.....	13
Certificate of Non-Indebtedness.....	16
Non Discrimination Statement.....	17
Indemnity Agreement & Hold Harmless.....	18
Stipulation Against Liens.....	19
Attachments – Bill # 48-2013.....	20

## **PURPOSE**

The City of Reading (the City) is requesting proposals from vendors for operation, collection and administration of abandoned real property registration. Sealed proposals will be accepted at the office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA 19601 until 3:00 P.M., prevailing time on Friday, March 21, 2014.

## **PROPOSAL SUBMISSION**

The original proposal, six (6) printed copies, and one (1) electronic copy on compact disc shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Room 2-45 , City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on Friday, March 21, 2014. The envelope shall be clearly labeled as “RFP for Operation, Collection and Administration of abandoned real property registration”. Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

## **PRE-PROPOSAL CONFERENCE**

To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 A.M. on Tuesday, February 25, 2014. Any interpretation made to prospective proposers, will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than 2:00 P.M. on Friday, March 7, 2014.

## **PROPOSER’S CLARIFICATION**

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

## **INSURANCE**

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker’s Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker’s Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

## **WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of*

*Reading, 815 Washington Street, Reading, PA 19601.* All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker’s Compensation and liability for bodily injury and property damage.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer’s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

## **EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person who is or has serving/served sentence in a penal or correctional institution or has been found guilty or plead guilty or no contest for any type of theft shall be employed on the work covered by this Contract.

## **ALTERATIONS OR MODIFICATIONS**

This contract will be under the direct supervision of the Director, Administrative Services or their designated representative. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the Director, Administrative Services or their designated representative, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

## **SUBCONTRACTS**

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City Purchasing Coordinator.

## **RIGHT TO AUDIT RECORDS**

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to or affect the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of Reading is tax exempt.

## **DISSEMINATION OF INFORMATION**

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

## **BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License, currently at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

## **PERMITS / LICENSES**

The Proposer shall, at their expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give

any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## **WITHDRAWAL OF PROPOSALS**

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

## **PROPOSAL REJECTION**

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

## **EXECUTION OF CONTRACT**

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, along with this RFP, its attachments and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

## **CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.

- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work or fails to provide timely reports and revenue to the city demonstrating effective and fair collection efforts.
- G. The proposer fails to adhere to the policies and procedures of the Fair Debt Collections Practices Act.
- H. Convenience of the City.
- I. Failure to meet scope of services

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Tammi Reinhart, Purchasing Coordinator  
City Hall, 815 Washington Street  
Reading, PA 19601-3690  
610/655-6427 (fax)  
[tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org)

## **SCOPE OF SERVICES**

- ❖❖ Follow the requirements of the City of Reading Ordinance No. 48-2013 (Attachment – Page 20).
- ❖❖ Provide for the registration of each abandoned real property in order to enable compliance with the City's Ordinance.
- ❖❖ Proactively contact those that own properties that fit into the description of an abandoned real property as per the City's Ordinance.
- ❖❖ Provide electronic registration for applicants of abandoned real properties in violation of the applicable City ordinance.
- ❖❖ Have sole responsibility for all expenses related to registration, administrative costs, and related fees of abandoned real properties.
- ❖❖ Investigate, report, or take corrective measures monthly to update the property status of all abandoned real properties electronically registered and in compliance with the relevant City ordinance.
- ❖❖ Charge each applicant no more than the amount prescribed by the ordinance (per applicant) to register all mortgagees who comply with the ordinance.
- ❖❖ Forward to registrants all notices, correspondence, and mailings applicable to a particular property. Information to be mailed will be sent to the awarded bidder electronically in PDF format for printing and mailing by bidder.

- ❖❖ Remit \$100 of the registration fee to the City, indicating on the payment Abandoned Property Registration, in consideration of the services provided, no later than the tenth (10<sup>th</sup>) day of each month to:

City of Reading Treasurer  
815 Washington Street  
Reading, PA 19601

- ❖❖ Provide the City with monthly reports listing the properties on the register, while identifying those that have been added or subtracted since the previous report. Provide such reports electronically by the 10<sup>th</sup> day of each month to [Kristine.Potts@readingpa.org](mailto:Kristine.Potts@readingpa.org) and [Ronald.Natale@readingpa.org](mailto:Ronald.Natale@readingpa.org).

All documents, records, applications, files, and other materials provided in connection with the services rendered under this agreement shall be the property of the City of Reading and shall be provided to the City within seven (7) business days, upon City's request and/or upon the termination of this agreement.

## **FORM OF PROPOSAL**

All proposers shall be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

### Title Page

Show the name of proposer's agency/firm, address, telephone number, name of person authorized to obligate the firm, date, and the subject: REQUEST FOR PROPOSALS – Act 511 and Per Capita Tax Collection

### Table of Contents

Include a clear identification of the material by section and by page number.

### Letter of Transmittal

Limit to one or two pages briefly stating the proposer's understanding of the work to be done and making a positive commitment to perform the work. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

## General Information

Name of business

Mailing address / phone & fax number

Name of person to contact

Business hours of business

State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)

Give the date business was organized and/or incorporated, and where

Give the location of the office from which the work is to be done and the number of professional staff employees at the office

Indicate whether the business is a parent or subsidiary in a group of firms/agencies

## **INFORMATION REQUIRED OF PROPOSER**

### A. Cost

~~Submit fee for this service as described within.~~ Not Applicable.

B. The City of Reading will not be responsible for any out-of-pocket expenses incurred by the proposer.

### C. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform

## **ASSIGNMENT OF KEY STAFF**

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement name and credentials for approval by the City prior to that person starting work on the contract.

## **CITY INFORMATION**

An executed Non-Collusion Affidavit and Non Discrimination Statement, as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

## **EVALUATION OF PROPOSALS**

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and References
- B. MWE\WBE
- C. Reading based provider
- D. Completeness of RFP response
- E. Scope Requirements response

## **SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS**

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of Reading. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

## **QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 A.M. on Tuesday, January 7, 2014. Direct inquiries to:

Tammi Reinhart  
Purchasing Coordinator

City Hall, Rm. 2-45  
815 Washington Street  
Reading, PA 19601  
FAX - (610) 655-6427  
[tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org)

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be faxed or emailed to all prospective firms at the number furnished by them by Wednesday, January 15, 2014.

Additionally, the City prohibits communications by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the Purchasing Coordinator in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communications outside of the Purchasing Coordinator with a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

\_\_\_\_\_  
Name of Provider

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

Attest: \_\_\_\_\_

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

\_\_\_\_\_

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated \_\_\_\_\_, 20\_\_\_\_, providing for the

\_\_\_\_\_  
\_\_\_\_\_  
City of Reading,  
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said \_\_\_\_\_ by the City of Reading, receipt whereof is hereby acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

\_\_\_\_\_ as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(CITY OF READING)

ATTEST:

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

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

BY: \_\_\_\_\_

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

BY: \_\_\_\_\_

BY: \_\_\_\_\_

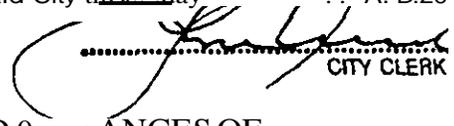
TITLE: \_\_\_\_\_

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

LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify that the foregoing is a true and correct copy of the original as passed by the Council of the City of Reading, on the 21st day of August, A. D. 2012. Witness my hand and seal at the said City the 21st day of August, A. D. 2012.

BILL No. 48 - 2013

AN ORDINANCE

  
CITY CLERK

AMENDING CHAPTER 308, HOUSING, OF THE CODIFIED ORDINANCES OF THE CITY OF READING TO PROVIDE FOR PART 3, ABANDONED REAL PROPERTY REGISTRATION.

WHEREAS the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS the City of Reading (hereinafter referred to as "City") recognizes an increase in the number of vacancies and abandoned properties located throughout the City; and

WHEREAS the City is challenged to identify and locate parties responsible for the maintenance of properties that are in the foreclosure process or that have been foreclosed; and

WHEREAS the City finds that the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances and lead to a general decrease in neighborhood and community aesthetic; and

WHEREAS the City has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and Whereas, the City desires to amend the City's code in order to establish a foreclosed property registration process that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS the City has a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and concludes that it is in the best interest of the health, safety, and welfare of its citizens and residents to impose registration requirements on those responsible for abandoned and vacant properties located within the City, now therefore:

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

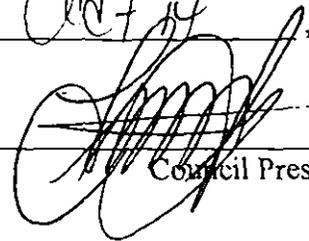
SECTION 1: Chapter 308, Housing, of the Codified Ordinances is hereby amended to provide for Part 3, Abandoned Real Property Registration, as per Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective January 1, 2014.

Enacted Oct 14, 2013

  
\_\_\_\_\_  
Council President

Attest:  
  
\_\_\_\_\_  
City Clerk

Submitted to Mayor:   
Date: 10/15/13  
Received by the Mayor's Office:   
Date: 10/15/13  
Approved by Mayor:   
Date: 10/15/13

Vetoed by Mayor. -----  
Date: \_\_\_\_\_

# EXHIBIT A

## CHAPTER 308, HOUSING

### PART 3

#### ABANDONED REAL PROPERTY REGISTRATION

##### §308-301 DEFINITIONS.

*The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.*

*ABANDONED REAL PROPERTY - any real property located in the City, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action by the Lender, is subject to an application for a tax deed or pending tax assessors lien sale, or has been transferred to the Lender under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new owner, the foreclosure action has been dismissed and any default on the mortgage has been cured.*

*ACCESSIBLE PROPERTY! STRUCTURE - a property that is accessible through a comprised/breached gate, fence, wall, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.*

*APPLICABLE CODES - to include, but not be limited to, the City's Codified Ordinances ("City Code") and the Pennsylvania Building Code.*

*BLIGHTED PROPERTY - includes but is not limited to:*

- 1) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or*
- 2) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or*
- 3) Properties cited for a public nuisance pursuant to the City Code; or*
- 4) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lacks maintenance as required by the City and Zoning Codes.*

*ENFORCEMENT OFFICER - any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the City to enforce the applicable code(s).*

*OWNER - any person, legal entity or other party having any ownership interest whether legal or equitable, in real property. This term shall also apply to any person, legal entity or agent responsible for the construction, maintenance or operation of the property involved.*

*PROPERTY MANAGEMENT COMPANY - a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property .*

*VACANT- any building or structure that is not legally occupied.*

#### *§308-302. ESTABLISHMENT OF A REGISTRY*

*Pursuant to the provisions of this Part, the City or designee shall establish a registry cataloging each Abandoned Property within the City, containing the information required within.*

#### *§308-303. REGISTRATION OF ABANDONED REAL PROPERTY*

- (a) Any mortgagee who holds a mortgage on real property located within the City of Reading shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the City's Property Maintenance Division on forms or website access provided by the City, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.*
- (b) If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, update the property registration to a vacancy status on forms provided by the City.*
- (c) Registration pursuant to this section shall contain the name of the mortgagee and the server, the direct mailing address of the mortgagee and the server, a direct contact name and telephone number for both parties, facsimile number and e-mail address for both parties, the folio or tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.*
- (d) A non-refundable annual registration fee shall be assessed as per the City of Reading Fee Schedule and shall accompany the registration form or website registration.*

- (e) All registration fees must be paid directly from the Mortgagee, Servicer, Trustee, or Owner. Third Party Registration fees are not allowed without the consent of the City and/or its authorized designee.*
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.*
- (g) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain vacant or in default.*
- (h) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.*
- (i) Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstance as required by this Part is a violation of this Part and shall be subject to enforcement.*
- j) Pursuant to any administrative or judicial finding and determination that any property is in violation of this Part, the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.*

**§308-303. MAINTENANCE REQUIREMENTS**

*All abandoned real properties are subject to the requirements contained within the City's Property Maintenance Ordinance.*

**§308-304. INSPECTIONS FOR VIOLATIONS**

*Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property. Upon sale or transfer of title to the property, the owner shall be responsible for all violations of the applicable code(s) and the owner shall be responsible for meeting with the City's Property Maintenance Division for a Health and Safety Inspection.*

**§308-305. PENALTIES; SCHEDULE OF CIVIL PENALTIES.**

*Any person who shall violate the provisions of this article may be cited and fined as provided in the City of Reading Code Chapter 212 Fee Schedule.*