



Kalamazoo County Land Bank Authority
REQUEST FOR QUOTES (RFQ)
Asbestos Abatement
1110 Division Kalamazoo, MI 49001

Responses Due: June 3rd, 2022; 4:00 PM
Kalamazoo County Land Bank Authority (Land Bank)
1523 Riverview Drive, Suite A
Kalamazoo, MI 49004
www.kalamazoolandbank.org
269-762-6191

Request

The Kalamazoo County Land Bank Authority requests quotes for Asbestos Abatement at a Land Bank-owned property 1110 Division Kalamazoo, MI 49001

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Land Bank or any respondents. The Land Bank reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part, at any stage. In no event shall the Land Bank be liable to respondents for any cost or damages incurred in connection with the RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from the Land Bank for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Land Bank. Respondents may withdraw their interest in the RFQ, in writing, at any point in time prior to acceptance of contract award.

Questions regarding this RFQ may be addressed to Reality Rojas, Project Manager; 269-762-6191 or Reality.Rojas@kalamazoolandbank.org

Scope of Work

Abatement of ACMs identified in the attached Pre-Demolition Regulated Materials Survey for 1110 Division Street, Kalamazoo, Michigan ("Survey"), including submitting the 10-Day "Notification of Intent to Demolish/Renovate" on behalf of the owner, proper abatement and disposal of all regulated ACMs and all reporting confirming that the regulated ACMs have been properly abated prior to demolition..

Award of Contract

The Land Bank reserves the right to award this contract to the vendor which best meets the needs of the Land Bank. The selected vendor will be required to enter into an Asbestos Removal Agreement, in the form attached to this RFQ. Failure to do so shall result in the award being withdrawn, and the

Term of Work

The Kalamazoo Land Bank will award the contract and will process a Notice to Proceed once all requirements listed below are met and the Asbestos Removal Agreement is executed.

Submittal Requirements

Please provide the following in the Quote:

1. Pricing schedule using form provided in this RFQ with a “not to exceed” amount for the Abatement of regulated ACMs identified in the attached Survey, including any contingency or form of Change Order for additional regulated ACMs identified during the Abatement.
2. Evidence of current liability and Michigan Workers Compensation Insurance. Liability insurance must meet the minimum requirements of the Land Bank’s purchasing policies to be considered for award.
3. Evidence of current licenses, certificates and accreditations as required by MIOSHA for abatement of ACMs.
4. Certificate of Good Standing issued by LARA within the past thirty (30) days.

**KALAMAZOO COUNTY LAND BANK AUTHORITY
PROPOSED SERVICES & PRICING SCHEDULE**

(Please provide total price here and attach separate sheet with details, specifications, and clarifications.)

Asbestos Abatement of 1110 Division \$ _____

Company Name

Authorized Signature of Vendor

Printed Name & Position Title

FORM OF ASBESTOS REMOVAL AGREEMENT

ASBESTOS REMOVAL AGREEMENT

THIS ASBESTOS REMOVAL AGREEMENT ("**Agreement**") is made as of June ____, 2022, by and between _____, a Michigan [corporation/llc/partnership], whose main office is at _____ ("**Asbestos Contractor**"), and the Kalamazoo County Land Bank, a Michigan municipal corporation, whose main office is at 1523 Riverview, Kalamazoo, Michigan, 49004 ("**Owner**"). Owner and Asbestos Contractor are each individually referred to as a "**Party**" and collectively as the "**Parties**."

Preliminary Statement

A. Owner owns the property located at _____, Kalamazoo, Kalamazoo County, Michigan ("**Property**").

B. Owner desires to engage Asbestos Contractor, and Asbestos Contractor desires to accept the engagement, to perform asbestos removal services to fully and properly remove, abate and dispose of all asbestos-containing materials ("ACMs") on the Property in accordance with the terms of this Agreement and all applicable laws.

Agreement

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. General Scope of Services.

1.1 Owner and Asbestos Contractor acknowledge and agree that the project ("**Project**") consists of the full and proper abatement, removal and disposal of ACMs from of the buildings and all other improvements on the Property and the removal of all resulting debris arising from the removal from the Property and associated clean up thereof of the Property, as is more particularly described on **Exhibit A** attached to this Agreement ("**Work**"). The Work that is the subject of this Agreement includes the full and proper removal, abatement and disposal of ACMs prior to demolition of the building and improvements on the Property. For the avoidance of doubt, the Owner makes no representations or warranties regarding the ACM condition at the Property to Asbestos Contractor. No additional destructive testing of the Property is permitted except with Owner's prior written consent, which consent may be withheld in its sole discretion.

1.2 Asbestos Contractor accepts a relationship of trust and confidence in favor of Owner and covenants with Owner to, at a minimum, perform the Work in good faith and in a manner consistent with Section 6.2 below. Asbestos Contractor recognizes there is a specific level of care required under these urban site construction conditions with respect to safety, protection of the public, construction means and methods, cleanliness of the site, health and other applicable laws, and protection of existing utilities, adjacent streets, and property. Owner assumes no responsibility or liability for the physical condition or safety of the Work and the Property and there shall be no change in the Contract Sum (as defined below) or in the Asbestos Removal Schedule (as defined below) due to Asbestos Contractor's or Subcontractor's (as defined below) failure to comply with the provisions of this Section.

1.3 Asbestos Contractor shall, and shall cause its Subcontractors (if any) to, perform the Work in accordance with good and sound practices within the construction industry, generally

prevailing and accepted industry standards applicable to the Work, and requirements of all applicable laws, rules, regulations, codes and ordinances ("**applicable laws**").

1.4 Asbestos Contractor has examined the condition of the Property where the Work will be performed (including verification of field conditions and utility locations), become familiar with local conditions, investigated the nature, locality and site of the Project and the conditions in which the Work is to be performed and has all information it needs, all of which has allowed Asbestos Contractor to establish the Asbestos Removal Schedule and the Contract Sum. Asbestos Contractor is not relying upon any opinions or representations of Owner or any of Owner's agents, representatives or consultants. Asbestos Contractor has required, or will require, all Subcontractors to perform the same examination for the portion of the Work they will be performing, and has entered into this Agreement on the basis of its own investigations and those of its Subcontractors. If Asbestos Contractor reasonably requires any additional information regarding any concealed condition of the Project that is unusual and unanticipated regarding the conditions of the Project after performing its obligations under this Section, Asbestos Contractor must request this information from Owner promptly after the execution of this Agreement so as to avoid any delay in the timely progress of the Project.

1.5 Asbestos Contractor recognizes that any information provided by the Owner, including but not limited to any professional reports, such as a surveyor, architect, or other consultant, shall not be considered to be a representation or warranty by Owner of such report's accuracy or completeness. The Asbestos Contractor and its Subcontractors must carefully examine all reports and other information furnished by or through Owner for completeness and accuracy.

1.6 In accordance with the Asbestos Removal Schedule, Asbestos Contractor shall fully execute the Work, including, but not limited to, the ACM removal, removal of all debris or waste generated during such removal (whether or not it contains ACMs) and clean-up of the Property and any other services required by this Agreement, which shall further include all labor, supervision, materials, equipment, and services provided or to be provided by Asbestos Contractor to fulfill its obligations, and to perform any additional services not specifically described in the Work if such services are consistent with this Agreement.

2. **Project Managers; Consultant.**

2.1 Owner hereby designates the following person who will serve as Asbestos Contractor's point of contact and who is the only authorized representative to make decisions and provide instructions on behalf of Owner with respect to the day-to-day operations of the Project and performance of the Work: _____ [NAME] _____ (tel: _____ email: _____) ("**Owner's Project Manager**"). No other person shall be authorized on behalf of Owner to execute a Change Order (as defined below) or Change Directive (as defined below). Owner's Project Manager is not authorized to execute Change Orders or Change Directives without express written approval from Owner's governing body, or its representative.

2.2 Asbestos Contractor hereby designates the following person who will serve as the Asbestos Contractor's project representative and who is authorized to make decisions and provide instructions on behalf of the Asbestos Contractor with respect to the day-to-day operations of the Project and performance of the Work: : _____ [NAME] _____ (tel: _____ email: _____) ("**Asbestos Contractor's Project Manager**").

2.3 Owner may engage consultants to provide certain services, including, without limitation, to serve as a consultant to Owner on this Project. Asbestos Contractor agrees that it shall cooperate with such consultants on this Project, coordinate its Work by and through such consultants, and include such consultants in all communications to Owner, unless Owner directs otherwise.

3. **Time for Completion.**

3.1 Work shall commence no later than _____, 2022 and the Asbestos Contractor shall achieve completion (as defined below) no later than _____, 2022 ("**Asbestos Removal Schedule**"). The Asbestos Contractor shall provide Owner with weekly written updates (or more often if good construction practice dictates) on the progress of the Project indicating completed activities and any changes in sequencing or activity duration to meet the Asbestos Removal Schedule. The Asbestos Removal Schedule may not be revised without Owner's written approval.

3.2 Asbestos Contractor may, at its sole discretion, record a Notice of Commencement signed by Owner to provide the notice of the Work on the Property. Owner shall have the right to record a termination of such Notices of Commencement upon any of the following: (1) once the Work is completed; (2) this Agreement is terminated; or (3) if requested or required by Owner's lender. Asbestos Contractor grants Owner a limited power of attorney to execute and record such termination of the Notices of Commencement in accordance with the terms of this Agreement.

3.3 The Project shall be deemed to have achieved "**Completion**" when all Work is fully completed, all of the debris generated from the Work has been removed from the Property and properly disposed, and all other conditions precedent to final payment under this Agreement have been satisfied.

3.4 The Completion date shall not be extended except (i) when mutually agreed upon by Owner and Asbestos Contractor, or (ii) for reasonable periods of time resulting from delays caused by unusual and unanticipated weather conditions, fire or other casualty, pandemic (including but not limited to COVID-19 or similar virus) and acts or omissions of Owner, its agents, employees or consultants that directly and materially causes a delay in Asbestos Contractor's Work; provided Asbestos Contractor notifies Owner of the delay and the impact to the Asbestos Removal Schedule within three (3) business days of the occurrence of the event causing the delay.

4. **Contract Price.**

Subject to the conditions below, Owner shall pay the Asbestos Contractor for its proper performance of the Work a stipulated sum of _____ Dollars (\$ _____) ("**Contract Sum**"). The Contract Sum shall include all costs to fully complete the Work and the Project as required by this Agreement, including, but not limited to: (a) The cost of any additional site investigations that may be required to complete the Work at Property; (b) The cost of all materials, equipment (including equipment rentals), utilities, taxes, transportation and disposal costs (including all tipping or other fees); (c) All governmental costs and fees, including notifications, permits, inspections, bonds, insurance or other governmental or municipal requirements; (d) The cost of all bonds; (e) All fees for inspections and certifications required of the Work; (f) All reimbursable costs (e.g., telephone, reproduction, utilities and travel costs); (g) All labor and employment costs, including all overtime and fringe benefits; (h) All profit and overhead, including all costs to maintain insurance, administrative offices, and similar costs; and (i) All cleanup costs. The Contract Sum shall not be changed, subject only to additions and deductions authorized by Owner, in its sole discretion, pursuant to a Change Order or Change Directive. Any costs for the Work in excess of the Contract Sum shall be paid by the Asbestos Contractor without reimbursement by Owner. The Owner shall pay twenty percent (20%) of the Contract Sum prior to the commencement of the Work.

5. **Final Payment.** The balance of the Contract Sum, subject to the conditions in Section 3.4, shall be paid by Owner within thirty (30) days after Completion, including, without limitation, completion of the Project as provided in Section 3 above and delivery to Owner of unconditional lien waivers for all services performed by Asbestos Contractor and Asbestos Contractor's Agents. Before making any payment, Asbestos Contractor shall prepare and submit to Owner: (i) an itemized application for payment showing in detail all costs incurred by Asbestos Contractor in

connection with the Work; (ii) a description of the Work that has been fully completed in accordance with this Agreement so that Owner can verify such Work (either independently or by its architect or other consultant(s)); and (iii) fully-executed waivers of liens and sworn statements of Asbestos Contractor and any or all of its Subcontractors, suppliers, materialmen, laborers, or others working by or through them on the Project, including, without limitation, their employees and agents ("**Asbestos Contractor's Agents**"). However, Asbestos Contractor shall only be required to provide lien waivers for amounts disbursed for the period up to and including the prior month's progress payment.

6. **Subcontractors; Project Management.**

6.1 Asbestos Contractor may self-perform the Work and supply equipment, materials and supplies for the Project. Such services, equipment, materials and supplies for the Work may instead be supplied by or through subcontractors ("**Subcontractors**") under separate written subcontracts with Asbestos Contractor ("**Subcontracts**"). All Subcontractors and Subcontracts shall be subject to the approval of Owner, which approval shall not be unreasonably withheld. Copies of all signed Subcontracts shall be delivered to Owner prior to commencement of the portion of the Work subject to the Subcontract. In addition, all Subcontracts shall designate Owner as a third party beneficiary who is entitled to enforce any and all terms of the Subcontracts upon the neglect or failure of Asbestos Contractor to do so, freely permit an assignment of the Subcontract upon a termination of the Asbestos Contractor under this Agreement, mandate joinder of the Subcontractor in any dispute between Owner and Asbestos Contractor if so requested by a Party, and cause all Subcontractors to comply with the terms of this Agreement, including, without limitation, the insurance, indemnification and audit requirements.

6.2 Asbestos Contractor agrees that it will perform the Work and all services related thereto under this Agreement (including, without limitation, that it will manage, coordinate and supervise the activities under the Subcontracts) consistent with the standard of care that other similarly situated Asbestos Contractors of similar reputation, experience, and skills would perform and according to standards of professional conduct and good industry practice. Asbestos Contractor shall endeavor to cause the Work to take place in the most economical and expeditious manner and in a manner which is consistent with the terms and conditions of this Agreement and to the satisfaction of Owner. Asbestos Contractor shall be solely responsible for construction means, methods, techniques, sequences or procedures used by it and its Asbestos Contractor's Agents, including the Subcontractors, in performance of the Subcontracts and shall be responsible to Owner for the failure of any Asbestos Contractor's Agent in its performance.

7. **Changes in Project; Work by Owner.**

7.1 During the course of the Work, Owner or Asbestos Contractor may request changes in the Work at any time prior to the date of Completion ("**Change Order**"), but Asbestos Contractor's consent shall not be unreasonably withheld. Asbestos Contractor shall not perform, and shall not be obligated to perform, any changes in the Work unless and until Owner (through Owner's Project Manager) and Asbestos Contractor agree in writing to such changes, and any necessary extension of the Asbestos Removal Schedule and adjustment in the Contract Sum. Asbestos Contractor shall not have the right to authorize minor deviations in the Work.

7.2 Owner may, without invalidating this Agreement, unilaterally order changes in the Work at any time prior to the date of Completion. If Asbestos Contractor does not agree to issue a Change Order, Owner may issue a Change Directive ("**Change Directive**"). If the Change Directive changes the Work for which an adjustment in the Contract Sum is warranted, the adjustment shall be based on Owner's and Asbestos Contractor's agreement of a lump sum cost or some other formula mutually agreed upon by the Parties. If there is no mutual agreement between the Parties, the Contract Sum shall be adjusted based the actual cost of the services incurred or no longer required, as applicable, plus the applicable fee for the cost of such services added or deleted, as Owner shall set forth in the Change Directive. In addition, unless otherwise agreed between the Parties, reasonable adjustments may

need to be made in the Asbestos Removal Schedule based on the Change Directive. If Owner and Asbestos Contractor subsequently reach full agreement on the subject matter of the Change Directive, it shall be converted into a Change Order.

8. **Insurance; Indemnity.**

8.1 Asbestos Contractor shall procure and keep in effect during the period in which it performs any Work on or for the Project commercial general liability and property damage insurance with respect to the Project and Asbestos Contractor's use and occupancy thereof, protecting Owner and Asbestos Contractor from all causes, including their own negligence, naming Owner and its consultants as additional insured parties and having minimum limits of liability as provided in **Exhibit B** attached to this Agreement ("**Insurance Requirements**"). Asbestos Contractor also agrees to carry employer's liability insurance, and workers' disability compensation insurance, in such amounts as set forth in an Acord Certificate to be set forth in **Exhibit B**, and which is acceptable to Owner in its own discretion. Asbestos Contractor shall be responsible at its sole expense to pay any deductibles or self-insured retention. All insurance obtained by Asbestos Contractor shall be obtained from reputable companies in good standing under the laws of the State of Michigan, and all liability policies shall contain clauses that the insurer will not cancel or change the insurance without first giving Owner fifteen (15) calendar days' prior written notice. Asbestos Contractor shall comply with all terms, conditions and agreements contained in all such policies. If Asbestos Contractor fails to obtain any insurance required by this Section, Owner, at its option, may obtain the same for Asbestos Contractor and deduct the cost thereof from any payments to be made by Owner under this Agreement. Certificates of insurance fully-executed and the additional insured endorsement, and, if requested by Owner, certified copies of policies of insurance acceptable to Owner evidencing the required insurance policies, minimum coverages, and other required insurance details in this Agreement shall be filed with Owner within ten (10) business days after the execution of this Agreement and prior to the commencement of any Work. The Asbestos Contractor's insurance is primary to any insurance maintained by Owner, as Owner's insurance is considered excess, contingent and non-contributory. The amount of the Asbestos Contractor's and Subcontractors' insurer's liability under its respective insurance policy shall not be reduced by the existence of such other insurance carried by Owner. With respect to the Asbestos Contractor's liability policies, they shall provide for cross-liability or severability of interest clause. Each policy of Asbestos Contractor (except employer's liability and workers' compensation) shall include a waiver of subrogation and Asbestos Contractor hereby waives all rights against Owner and its representatives for damages caused by fire or other causes of loss to the extent covered or required herein to be covered by insurance.

8.2 Asbestos Contractor shall indemnify, defend and hold Owner and its representatives and any of its employees, servants, and agents harmless from and against any and all losses, claims, damages, demands, suits, costs, fees, expenses and liabilities (including reasonable attorneys' fees) for bodily injury, sickness, disease (including death resulting therefrom) to any person or damage to or destruction of any property, including loss of use of property, arising from or relating to the actual or alleged acts or omissions, negligent or otherwise, of Asbestos Contractor and/or its Asbestos Contractor's Agents, in the performance or non-performance of its duties under this Agreement or breach of this Agreement, except to the extent caused by the negligence of agents or employees of Owner. If any person asserts a lien against Owner's Property as a result of services procured by, through, or at the direction of Asbestos Contractor, or its Asbestos Contractor's Agents, the Asbestos Contractor shall defend, indemnify, and hold Owner and its representatives harmless from all damages, liability, losses, and costs, including actual attorney fees.

9. **Licenses, Permits, and Approvals.** Asbestos Contractor shall be solely responsible for securing and maintaining all licenses, permits and approvals, and make any notifications, as are necessary for the completion of the Work as soon as reasonably possible and in accordance with the Project Schedule. Asbestos Contractor further represents and warrants that the Asbestos Contractor and all employees have received, and are in good standing with, all training, certifications and licensing required to perform the Work, and shall provide copies of same prior to commencement of the Work.

10. **Clean-Up.** Upon completion of the Work for the Project and as a condition precedent to final payment, Asbestos Contractor shall remove all waste materials and rubbish from the Property (whether or not the materials or rubbish contain ACMs), as well as its tools, construction equipment, machinery, supplies and excess materials, and leave the Project "broom clean." In addition, during the period of ACM removal, Asbestos Contractor shall maintain the Property in a reasonably neat and clean condition.

11. **Warranties.** Asbestos Contractor represents and warrants, on behalf of itself and any Subcontractors, to Owner the following, which are in addition to, and not in lieu of, any and all other liability imposed upon the Asbestos Contractor by law with respect to Asbestos Contractor's duties, obligations and performance under this Agreement: (a) That Asbestos Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations required by this Agreement; (b) That Asbestos Contractor is responsible for all acts or omissions of its employees and all other persons working by or through Asbestos Contractor on this Project; (c) That Asbestos Contractor is entering into this Agreement as an arms-length transaction and is an independent contractor; (d) That Asbestos Contractor is properly licensed by the applicable authority to perform the Work if required by applicable laws, is authorized to do business in Michigan, and the person signing this Agreement on behalf of Asbestos Contractor is authorized to bind Asbestos Contractor to the terms of this Agreement; (e) That it possesses a high level of experience and expertise in the business administration and ACM removal of projects of this size, complexity, and nature of this Project, and it will perform the Work with the care, skill and diligence of such an asbestos Contractor; and (f) That the Work will be free from defects, will not violate the rights of third parties will comply with all performance standards and applicable laws, and conforms to the requirements of this Agreement.

12. **Environmental Matters.** Asbestos Contractor confirms that it has received and reviewed: a) the Asbestos Building Inspection for the Property prepared by _____ and dated _____; and b) other reports that describe the hazardous materials and substances on the Property. The Asbestos Contractor shall be wholly responsible for the presence of any hazardous material or substance that is caused by the acts or omissions of the Asbestos Contractor or the Asbestos Contractor's Agents and shall be responsible for any damage caused by the Asbestos Contractor's failure to take reasonable precautions as required above. In such case, the Asbestos Contractor shall reimburse Owner for all costs and expenses incurred by Owner.

13. **Dispute Resolution.**

13.1 If a dispute shall arise between Asbestos Contractor and Owner, as the first step in resolving such dispute, the dispute shall be submitted to the other Party's Project Manager. In the event that the dispute has not been resolved by the Project Managers, Asbestos Contractor and Owner shall each appoint a senior representative with decision-making authority to meet for the purpose of resolving such dispute. The meeting shall take place within fourteen (14) calendar days of written request to the other Party to negotiate with senior representatives.

13.2 If after seven (7) calendar days of negotiation the dispute is not resolved, either Party may file a claim with a Michigan court of competent jurisdiction provided the venue shall be in Kalamazoo County, Michigan. A dispute pursuant to this Agreement may be joined with any dispute involving common issues of law or fact between the Owner, Asbestos Contractor, any of Asbestos Contractor's Agents and/or any consultants of Owner, including without limitation, any architect or contractor. All Subcontracts shall mandate participation in dispute resolution via consolidation and joinder.

14. **Default.**

14.1 In the event of a default by either Party under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement without prejudice to any other remedy upon not less than five (5) business days' prior written notice to the defaulting Party at its address stated above. However, such right to terminate shall only be effective if such default is not cured within the 5-day period or a reasonable time thereafter if the default cannot reasonably be cured within such time period and the defaulting Party is diligently working in good faith to cure the default. In the event of an uncured default beyond the five (5) day notice period, the non-defaulting Party shall have the right, with or without terminating this Agreement, to cure the defaulting Party's default and recover the non-defaulting Party's costs to do so and to pursue all other remedies available under this Agreement and permitted by law or in equity, including recovery of damages and specific performance. In any such proceeding, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees.

14.2 Owner may, at any time upon two (2) business days' notice to Asbestos Contractor, terminate this Agreement in whole or in part for Owner's convenience and without cause and Asbestos Contractor will be paid for all Work properly performed in accordance with this Agreement through the date of such notice of termination.

14.3 In the event of a termination of this Agreement prior to Completion, Asbestos Contractor shall secure all Work and loose debris remaining on the Property and shall not commit waste on the Property.

15. **Miscellaneous.**

15.1 If any provision of this Agreement is unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement as circumstances require, and this Agreement shall be construed as if such provision had been incorporated in this Agreement as so limited, or as if such provision had not been included in this Agreement, as the case may be.

15.2 This Agreement shall be governed by and construed under the laws of the State of Michigan.

15.3 All notices, approvals, consents and other communications, including without limitation, any changes to the Work (collectively, "Notices") shall only be hand delivered, sent via a recognized national overnight courier that tracks receipt of packages, such as Federal Express, or electronic mail to the following:

To Owner:

Kalamazoo County Land Bank
c/o Reality Rojas
1523 Riverview
Kalamazoo, Michigan 49004
Email: reality.rojas@kalamazoolandbank.org

To Asbestos Contractor:

Email:

With a copy to:

Rachel J. Foster, Esq.
Warner, Norcross + Judd LLP
180 East Water Street, Suite 700
Kalamazoo, Michigan 49007

Email: rfoster@wnj.com

Notices shall only be effective upon receipt if hand delivered, or upon delivery or refusal if sent via recognized national overnight courier or upon acknowledgement if emailed. Whenever Owner's consent or approval is required under this Agreement, such consent or approval shall be effective only if given in writing by Owner's Project Manager. Owner's consent or approval may be withheld in its sole discretion.

15.4 Time is of the essence in this Agreement.

15.5 This Agreement may be executed in several counterparts, all of which together shall constitute one and the same document.

16. **Enforceability; Entire Agreement; Amendment.** This Agreement shall inure to the benefit of, be binding upon, and be specifically enforceable by Asbestos Contractor and Owner, and their respective heirs, personal representatives, successors and assigns. This Agreement contains all of the representations and statements by each Party to the other and expresses the entire understanding between the Parties with respect to this Project. All prior written and verbal communications, agreements and understandings concerning the Project, are merged into and replaced by this Agreement. This Agreement may only be amended by written agreement signed by the Parties, and shall supersede any terms or conditions contained in any quote, proposal, scope of work or any other document proposed by the Asbestos Contractor.

This Asbestos Removal Agreement has been entered into by the Parties on the date first written above.

Kalamazoo County Land Bank

By _____

By _____

Its _____

Its _____

Exhibit A

Work

See attached RFQ dated _____, 2022, for the Project located at _____,
Kalamazoo, Michigan.

Exhibit B

Asbestos Contractor and any Subcontractor shall procure and maintain at their own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate; the policy shall name Owner as an additional insured with respect to liability arising, in whole or in part, out of Asbestos Contractor's performance of services under this Agreement
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; the policy shall name Owner as an additional insured with respect to liability arising, in whole or in part, out of Asbestos Contractor's performance of services under this Agreement
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage;
- (e) Umbrella/excess liability in the amount of \$6,000,000 per occurrence and \$6,000,000 in the aggregate; the policy shall name Owner as an additional insured with respect to liability arising, in whole or in part, out of Asbestos Contractor's performance of services under this Agreement; and
- (f) Workers' Compensation insurance and employer's liability insurance complying with the laws of the State of Michigan, with limits of not less than \$1,000,000 per accident/\$1,000,000 per disease/each employee.

Asbestos Contractor shall also maintain or self-insure equipment insurance covering all materials, tools, equipment, and items (whether owned, rented, or borrowed) intended for use in the performance of services under this Agreement.

Except for the Acord Certificate to be attached to this Exhibit B, certificates of insurance and the underlying policies shall be provided to Owner upon request in writing, detailing any specific requirements. Requirements may include, but are not limited to, listing Owner as an additional insured and waiver of subrogation. Such requests shall thereafter become a part of this Agreement. Asbestos Contractor agrees to purchase additional insurance as reasonably requested by Owner (presuming such insurance is available) provided the premiums for such additional insurance are paid by Owner.

Asbestos Contractor hereby waives any and all rights of recovery against Owner and/or its officers, directors, members, partners, agents, employees, and representatives for loss or damage to the extent such loss or damage is insured against under any insurance policy carried by Asbestos Contractor.