The Kalamazoo County Land Bank Authority is soliciting sealed bids for

**HARDEST HIT DEMOLITION, 907 MILLS STREET, KALAMAZOO**

**INVITATION FOR BIDS**

Issued: January 28, 2020

**Bids Due: February 11, 2020; 10:00 AM Local Time**

**Overview**

The Kalamazoo County Land Bank Authority (Land Bank) invites the submission of bids from qualified firms to perform **demolition of the residential structure at 907 Mills Street, City of Kalamazoo.** Activities at this site will include, but may not be limited to, asbestos abatement/household hazardous waste removal, building salvage/demolition, removal/disposal/recycling of waste, capping/plugging/closure of water and sanitary sewer systems, filling of excavations, rough/final grading, and restoration of site.

Award will be made to qualified low bidder. The Land Bank reserves the right to negotiate final terms with the selected vendor.

This project utilizes grant funds provided by the Michigan Homeowner Assistance Nonprofit Housing Corporation (MHA) as part of the Hardest Hit Demolition program. The Land Bank follows its established procurement policies and procedures as well as requirements of the grant agreement. For further information on these requirements, contact Michelle Tombro Tracy, Assistant Director.

Phone: 269-216-9870  
email: Michelle.TombroTracy@kalamazoolandbank.org

Questions about this project or IFB should be directed to Kenn Hartmann; Assets and Construction Manager.

Phone: 269-762-6191  
email: kenn.hartmann@kalamazoolandbank.org

Direct questions concerning demolition permits, ordinances, and codes to the Local Building Official.

Nothing in this IFB shall be construed to create any legal obligation on the part of the Land Bank or any respondent. The Land Bank reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this IFB 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 IFB process, including but not limited to, any and all costs of preparing a response to this IFB or any other costs incurred in reliance on this IFB. No respondent shall be entitled to repayment from the Land Bank for any costs, expenses or fees related to this IFB. All supporting documentation submitted in response to this IFB will become the property of the Land Bank. Respondents may withdraw their interest in the IFB, in writing, at any point in time as more information becomes known.
KALAMAZOO COUNTY LAND BANK AUTHORITY

PROJECT TITLE: HARDEST HIT DEMOLITION, 907 Mills STREET, KALAMAZOO
IFB ISSUE DATE: JANUARY 28, 2020
BID DUE DATE/TIME: FEBRUARY 11, 2020; 10:00 AM
PROJECT AWARD: WITHIN 5 BUSINESS DAYS AFTER DUE DATE
NOTICE TO PROCEED: WITHIN 5 BUSINESS DAYS AFTER AWARD
MOBILIZATION/COMMENCEMENT: MARCH 2020
PROJECT COMPLETION: APPROXIMATELY TWO (2) WEEKS AFTER AWARD

Facsimile Bids Will Not Be Accepted. Internet Bids Will Not Be Accepted. Paper Bids Only.

SUBMIT ONE UNBOUND HARD COPY TO:

Kenn Hartmann
Kalamazoo County Land Bank Authority
1523 Riverview Drive, Suite A
Kalamazoo, MI 49004

Each Respondent shall label the exterior of the sealed envelope containing the bid with the following:

Project Title, Bid Due Date and Time, and Respondent Firm’s Name.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein.

This Invitation For Bid with all pages, documents, and attachments contained herein, and any addenda subsequently issued and made a part hereof, together with those submitted as a fully and properly executed bid will become the Contract between the Land Bank and the successful Bidder(s) once awarded on behalf of the Land Bank by an authorized official or agent of the Land Bank and accepted by an authorized official or agent of the selected vendor.

TABLE OF CONTENTS

Section | Page #
---|---
Overview, Title, Table of Content Pages | 1 - 3
Statement of No Bid | 4
I Instructions to Bidders | 5 - 6
II Scope, Description | 7 - 12
III Bid Pages | 13
IV Special Instructions and Requirements, General Conditions | 14 - 19
V Indemnity and Insurance
VI Contract, Award, Terms, & Conditions

APPENDICES
APPENDIX A Non-discrimination Clause | Exhibit 1 Fraud, Waste, and Abuse form
APPENDIX B Federal Provisions | Exhibit 2 Letter-Attestation, Demo Contractors
| Exhibit 3 Pre-Demolition Clearances Checklist
| Exhibit 4 Blight Letter
| Exhibit 5 Asbestos and Hazardous Waste Survey
| Exhibit 6 Consumers Energy Clearance Notification
| Exhibit 7 Municipal Water Turn Off Confirmation
| Exhibit 8 Municipal Property Record/Location Map
STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Kalamazoo County Land Bank Authority wishes to keep its bidders list file up to date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the bid list for future projects of this type.

If you do not respond to this inquiry with Bid or this Statement of No Bid within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
_____ Specifications are unclear (explain below).
_____ We are unable to meet specifications.
_____ Insufficient time to respond to the Invitation for Bid.
_____ Our schedule would not permit us to perform.
_____ We are unable to meet bond requirements.
_____ We are unable to meet insurance requirements.
_____ We do not offer this product or service.
_____ Remove us from your bidders list for this commodity or service.
_____ Other (specify below).

REMARKS: ____________________________________________________________

_______________________________________________________________

SIGNED: ___________________________ NAME: ___________________________

(Type or Print)

TITLE: ___________________________ DATE: ___________________________

FIRM NAME: ___________________________, __________ (if any)

ADDRESS: __________________________________________________________

(Street address) (City) (State) (Zip)

PHONE: ___________________________ FAX: ___________________________

EMAIL: ___________________________
SECTION I
INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT- Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the costs for each/all item(s) included on the bid form.

2. EXPLANATION TO BIDDERS- Any request by a prospective bidder for a binding explanation regarding the meaning or interpretation of the Invitation for Bid (IFB) must be received by the Land Bank in writing, at least 5 business days before the bid opening to assure the reply can reach all prospective bidders at least 2 business days prior to the submission of bids. Any such information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of any/all amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions will be avoided and not be binding.

3. QUALIFICATIONS
To qualify to submit a Demolition Services Bid, the Bidder must:

A. Be or employ a Builder holding a current license with House Wrecking designation issued by the State of Michigan (SOM). Include copies of current license(s).

B. Be legally organized and in good standing with the SOM as evidenced by the following documents issued by the SOM Department of Licensing and Regulatory Affairs (DLARA).
   1) A certified copy of contractor’s Articles of Incorporation and Good Standing Certificate (or comparable documentation if not a corporation), or
   2) Certificate of Authority to Transact Business (if a foreign corporation or entity).

C. Provide a complete list of firm’s ownership or board members and officers. Said list shall include full names and position titles.

D. Provide evidence of insurance coverage of the following types and amounts.
   1) Commercial General Liability not less than $2,000,000,
   2) Worker Compensation and Employer Liability not less than $500,000,
   3) Automobile Liability not less than $1,000,000 per occurrence, and
   4) Professional Liability not less than $1,000,000.

E. Provide evidence of financial stability and capacity to complete the work awarded as evidenced by most recent two years of tax returns or audited financials.

F. Provide documentation of successful experience in the demolition industry which includes all the qualifications below:
   1) At least five (5) years of experience in demolition of residential structures.
   2) Detailed knowledge of regulations governing residential demolition.
   3) Sufficient personnel, equipment, and financial ability to complete this demolition within a two (2) week period after commencement. No
excavation may be left unfilled longer than one week after commencement.

Submit evidence of meeting these Qualifications (3.A – 3.F) with your Bid.

By submitting a bid, contractor agrees to comply with all federal, state, and local statutes, laws, regulations, and procedures. Contractor also agrees to comply with any/all requirements of the funding/granting entity.

Bidders considered for Contract Award must not appear in the U.S. HUD Excluded Parties List System or on the U.S. HUD Limited Denial of Participation, Funding Disqualification, or Voluntary Abstention Lists.

All Contractors, subcontractors, and workers must be licensed/certified for the activity which they will undertake and all such licenses/certificates must be received by Land Bank before engaging in such activities. All licenses and/or certificates must be active and remain current and active throughout the duration of the project. A copy of all new or updated licenses/certificates must be submitted to Land Bank prior to that firm/employee beginning work on this project.

4. PREPARATION AND SUBMISSION OF BID- The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and include the complete address and phone number of the bidder.

All bids shall be tightly sealed in an opaque envelope plainly marked “SEALED BID” and identified on the outside by project name, bid opening date and time, and respondent firm name. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Land Bank will guarantee confidentiality of the contents until Bid due date and time. All submitted materials, except Bid Sheet, clearly marked confidential will remain confidential and not be available or released to the public. Bids submitted via Internet or facsimile machine will not be accepted.

Bidder shall provide all information requested herein with their bid. Failure to do so or failure to provide any/all requested post-bid information may be cause for rejecting the bid as non-responsive.

Bids must be received at the specified address on or before the specified due date/time. Late bids will not be considered. The Land Bank reserves the right to conduct the bid opening at its convenience.

5. CASH DISCOUNTS—Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

6. WITHDRAWAL OF BIDS—Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for return of
the bid, but only if the withdrawal is made prior to the exact date and time set herein for receipt of bid.

7. **ALTERNATE BIDS**—Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the Land Bank, result in rejection of the alternate or revised bid.

8. **LATE BIDS**—Any bid received at the office designated herein after the exact date and time specified for receipt will not be considered. (Note: The Land Bank reserves the right to consider bids that have been determined by the Land Bank to be received late due to mishandling by the Land Bank after receipt of the bid and no award has been made.)

9. **UNIT PRICES**—If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

10. **SUBCONTRACTORS**—A list of anticipated subcontractors or other operational agreements related to this project must be submitted with the bid. (See Bid Pages.). If changes are made after award, those changes must be submitted to Land Bank for review and approval before that firm mobilizes to site.

Subcontractor invoices billed to awarded vendor shall be submitted with and in support of Demolition Contractor invoice/pay request. Demolition Contractor bid and payment requests may include no more than ten percent (10%) upcharge to subcontractor invoice.

11. **SELECTION AND CONTRACT AWARD**—Selection for award of Demolition Services contract(s) will be from among qualified respondents. Award will be made to low bidder considering demolition costs together with asbestos abatement and household hazardous waste removal costs as submitted to cover quantities/items shown in Asbestos and Hazardous Waste Survey for each site. However, Land Bank reserves the right to award considering other objective criteria as may be required to achieve funder-required benchmarks and Land Bank goals.

12. **PAYMENT AND PERFORMANCE BONDS**—Following issuance of a Notice of Award, Contractor will have five (5) business days to submit payment and performance bonds in an amount equal to one hundred percent (100%) of the total contracted amount, issued by a bona fide company authorized to do business in the State of Michigan.

Failure to timely submit said payment and performance bonds shall constitute breach and the award will be withdrawn.

13. **OTHER POST-AWARD SUBMITALS**—Within five (5) business days following issuance of a Notice of Award, Contractor shall submit to Land Bank the following.
   a) Current Certificate of Insurance with coverage for Contractor as shown in Section V naming Kalamazoo County Land Bank Authority as additional insured party,
   b) Complete copy of W-9 tax form,
   c) Completed and signed copy of Waste, Fraud, and Abuse form (Exhibit 1),
   d) Completed and signed copy of Letter of Attestation for Demolition Contractor (Exhibit 2),
   e) Schedule for completion of the work with dated benchmarks for each work site,
   f) SOM Notification of Intent to Renovate/Demolish for both asbestos and
demolition,
g) Permit issued by municipality.

Upon receipt of the above documents, a Notice to Proceed will be issued.

Failure to submit all required documents within five (5) business days of the receipt of Notice of Award, or failure to complete all required work within the time specified above shall constitute breach of this contract and justify cancellation by the Land Bank. Upon such breach and cancellation of the contract, the bidder shall be liable to the Land Bank for any increased cost caused by the bidder's breach. Any Contractor declared in breach will also be removed from the active bidders list maintained by the Land Bank until such time as any imposed costs have been reimbursed to the Land Bank and/or the matter is otherwise fully resolved to the written satisfaction of the Land Bank.
SECTION II
SCOPE, DESCRIPTION

GENERAL SCOPE OF WORK & PROJECT DESCRIPTION
Asbestos abatement, household hazardous waste removal/disposal, demolition, and restoration. See Bid Pages and Exhibits for additional description.

a) House is two-story, wood frame, two-unit fire-damaged house on masonry basement unless noted otherwise. Floor area of structure is taken from public records (Exhibit 8).

b) A partial Asbestos and Hazardous Waste Survey for this address is included (Exhibit 5).

c) Confirmation of removal of electrical and natural gas utility service lines is included (Exhibit 6).

d) Confirmation of municipal water utility service turn off is included (Exhibit 7). Contractor must also physically verify turn off before demolition commencement.

e) Unless noted otherwise, demolitions shall include pre-demolition abatement/removal of any/all friable asbestos, category 1 non-friable asbestos except asphaltic roof shingles/flashings and category 2 non-friable asbestos not likely to become friable during demolition, as well as household hazardous waste; removal of all above grade structures, basement floors/walls, footings/foundations, all fences, surface paving, and curbs from site interior; excavations filled with compacted and levelled clean Class II sand; repair/replacement of any/all damaged public or off-site private improvements, provision and spreading at least 3” depth of clean processed top soil, thorough seeding with standard grass mix, and application of mulch to assist in moisture retention. Other site conditions and requirements will vary.

f) Any significant unforeseen items or conditions encountered shall be brought to the attention of the Land Bank together with proposed materials, equipment, methods, costs, and time required to address those items or conditions. A written Change Order must be issued prior to commencement of work effecting said items or conditions.

g) Contractor understands that no work may commence until all bonds, licenses, and certificates of insurance have been obtained and all fees paid. Said documents shall be obtained within five (5) business days after receipt of Notice of Award.

h) Household Hazardous Waste removal/disposal may commence immediately after issuance of a Notice to Proceed.

i) Asbestos abatement and demolition activities shall be conducted during such times and dates as contained in original or revised notifications to State of Michigan.

j) Mobilization for abatement/demolition shall commence no later than three (3) weeks after issuance of Notice to Proceed. Demolition activities may consume no more than one (1) week per site.

k) Contractor agrees to complete all work detailed herein in accord with the terms of this contract and within the schedule outlined above.
SECTION III
BID PAGES

The undersigned having become thoroughly familiar with the project sites and understanding all of the special requirements, terms, and conditions incorporated herein, if awarded, agrees to perform the demolition work in strict accordance with all terms and requirements contained in these documents and all governing statutes, ordinances, rules, and regulations as written now and as may be amended including, at a minimum, but not limited to, Chapter 9, Article VI of the City of Kalamazoo Code of Ordinances or other stronger/special local ordinances and regulations as applicable, including provision and furnishing of all equipment, labor, and materials necessary to complete and document in a professional manner all work as awarded for the amount stated below.

<table>
<thead>
<tr>
<th>Hardest Hit Demolition, 907 Mills Street, Kalamazoo</th>
<th>BID AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS/TAX ID</td>
<td>HOUSE</td>
</tr>
<tr>
<td>907 Mills ST 06-23-168-011</td>
<td>2 Sty, Wood Frame, 2-Unit, 1403 SQFT</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUB-CONTRACTING INFORMATION

BIDDER –
Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid/proposal. If there are not enough lines in the table below make additional copies as needed. You will have two business days after the bid/proposal opening to update the list as needed.

a) Provide the name and address for each subcontractor providing services or construction activities for this contract.
b) Provide indication of the type of work/supply each subcontractor will perform/supply.
c) Provide the percentage or dollar amount of the contract work they will be performing.

<table>
<thead>
<tr>
<th>Subcontractor Name/Address/Contact information/Nature of Work</th>
<th>$ or % of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID CERTIFICATION
The firm’s identification information provided will be used by the Land Bank for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm, please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): __________________________

Remittance Address: ___________________________________________

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda (if any):

Addendum No: __________ __________ __________ __________ __________

Dated: __________ __________ __________ __________ __________

**By my signature below, I certify that**

a) No employee or owner of this firm has participated in any arrangement or agreement with; nor offered anything of value to, or received anything from an official or employee of the County or Land Bank that would tend to destroy or hinder free competition.

b) The firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law.

c) I have read and agree to be bound by the provisions of the Non-Discrimination Clause found in Appendix A.

**I hereby state that**

a) All information I have provided is true, accurate and complete.

b) I have the authority to submit this bid, which will become a binding contract if accepted by the Land Bank.

c) I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the Kalamazoo County Land Bank Authority that would tend to destroy or hinder free competition.

d) I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: ___________________________ NAME: ___________________________

(TYPE OR PRINT)

TITLE: ___________________________ DATE: ___________________________

FIRM NAME: ___________________________

(If any)

ADDRESS: ___________________________

(Street address) (City) (State) (Zip)

PHONE: ___________________________ FAX: ___________________________

EMAIL ADDRESS: ___________________________
SECTION IV
SPECIAL INSTRUCTIONS AND REQUIREMENTS, GENERAL CONDITIONS

SPECIAL INSTRUCTIONS FOR RESIDENTIAL & LIGHT COMMERCIAL DEMOLITIONS

1. All demolition work shall, at minimum, comply with Chapter 9, Article VI, of the City of Kalamazoo Code of Ordinances or other local demolition ordinances as applicable, and all State and Federal laws, rules and regulations as now written and as amended from time to time. In addition, all demolitions shall conform to the following general specifications.

2. Unless otherwise specified all demolitions shall include all above and below grade structures (including detached accessory structures) at each site as well as poles, posts, interior fences, slabs on grade, private sidewalks, drives, and curbing. The Land Bank will make reasonable efforts to maintain all buildings closed to casual entry until issuance of the Notice to Proceed. All fixtures, fittings, furnishings, trash, and other materials except registered motor vehicles in or upon the demolition site and all specified structures become the property and responsibility of the successful bidder at the time of issuance of the Notice to Proceed.

3. Contractor shall control demolition dust by generous and effective application of water as needed during all demolition and loading operations (except when air temperatures are at or below 32 degrees Fahrenheit). No private water source will be available on the demolition premises. Although use of a municipal water hydrant is very unlikely, contractors may contact the Water Division of Public Services (269-337-8729) to discuss such use and/or availability of bulk water at a central public tap.

4. Unless otherwise specified herein, residential demolitions shall include all costs to remove any asbestos-containing materials (ACM) and/or other hazardous waste material present at each site. All removal shall be performed in strict conformance with Michigan Dept. of Public Health regulations, EPA regulations, DNR regulations, OSHA regulations, the attached Special Demolition Requirements for Asbestos and Hazardous Material/Waste, and all other relevant laws, ordinances, and regulations as adopted and effective as of the NOTICE OF AWARD. Copies of all subcontractor invoices, associated notices, manifests, and any/all other required documentation shall be provided to the Land Bank prior to or along with final request for payment.

5. Trees/shrubs/bushes on site having trunks measuring six (6) inches or less diameter at five feet above current/existing grade, may be removed to facilitate demolition. Disturbed grass areas shall be restored. No other vegetation may be removed except after written authorization.

6. Once demolition has begun, a secure and high visibility fence of at least three (3) feet in height shall be installed and maintained so as to prevent unauthorized access to the site while left unsupervised until debris piles have been removed and excavations have been substantially filled. Compacted excavations with slopes not exceeding natural repose are not considered unsafe and need not be protected by fencing while awaiting remaining fill and restoration materials.

7. Public sidewalks and other public areas shall be properly blocked and protected during demolition as needed by means of substantial barricades, fences, and signage. Barricades remaining during the night shall have lights.
8. Public streets shall not be blocked except as specifically approved in writing prior to such blockage by the appropriate municipal officials.

9. Private streets or shared drives shall not be blocked except that the blockage is approved by each property owner in interest prior to the blockage. Written verification of all approvals shall be provided to the appropriate municipal authorities prior to the blockage.

10. The Land Bank will endeavor to photo-document the condition of all public walks, curbs, and other improvements in the vicinity of the demolition site immediately prior to commencement of demolition and will make staff available to discuss their condition on site at the request of the contractor. Public sidewalks, curbs, or other improvements damaged by contractor’s equipment or otherwise as a result of demolition activities shall be promptly replaced at contractor’s expense. Replacement sidewalks and curbs shall be constructed in accordance with standards and regulations of the appropriate authorities under appropriate permit. Replacement with “cold patch” or asphalt is prohibited. No payment shall be made to contractor until all such repair/replacement has been acceptably completed.

11. Public utilities shall be protected to prevent damage or interruption of service. Prior to backfilling, water and sewer leads shall be properly capped or plugged in accord with the requirements of the local public services department. Private septic tanks and water wells shall be removed/filled/capped/closed in compliance with local health department regulations and guidelines including any permits and payment of fees. Demolition contractor shall receive documented acceptance/approval by the authority having jurisdiction and submit same to Land Bank.

12. All materials shall be removed and disposed of systematically as the demolition progresses to prevent the creation of a fire hazard or danger to the public. Contractor shall list the site(s) that will be used for disposal of waste from each site on the application for demolition/building Permit.

13. All portions of buildings and property improvements shall be demolished and removed including basement walls, footings, and floors. No wood, metal, glass, plastic, rubber, asphaltic, synthetic, or similar materials may be buried. Prior to filling, Contractor shall arrange for an inspection of the site by the local compliance official to verify that all improper materials have been removed and any utility have been properly capped/plugged/removed/closed.

14. Excavations shall be filled with clean sand and compacted in lifts not exceeding eighteen (18) inches with final grade contours to match existing grade(s) at excavation perimeter. No ruts, mounds, ridges, or clumps shall exceed four (4) inches height.

15. All bonds, permits, licenses, or certificates of insurance required for the performance of the work specified herein shall be obtained by the Contractor and proof of same provided to the Project Manager no later than five (5) business days after Notice of Award. No work shall commence until all required permits, licenses have been obtained by the Contractor. Failure to meet any one or more of these requirements shall constitute breach of contract and justify cancellation of the contract by the Land Bank.

16. All records shall be accessible to the Land Bank at reasonable times and under reasonable conditions for the purpose of determining compliance with this Agreement. If the Land Bank desires to audit the Sub-recipient’s books, it may do so and may, at its discretion, retain an
independent certified public accountant (CPA) to audit the Sub-recipient’s books to determine whether there is compliance with this Agreement and with federal, state, and local laws and regulations.

SPECIAL REQUIREMENTS - DEMOLITION

1. **PRE-DEMOLITION INSPECTION/CHECKLIST**

Prior to commencement of demolition activities, Contractor shall thoroughly inspect each work site to confirm there is no occupancy, utilities have been terminated or removed, and no asbestos or other hazardous waste material remains on or within the work site. A Pre-Demolition Clearances Checklist (Exhibit 3) shall be completed by the Contractor or their field supervisor/operator prior to demolition commencement and a copy promptly submitted to the Land Bank.

2. **CONTRACTOR RESPONSIBILITY**

In the event asbestos or hazardous waste material or other hazardous condition is encountered by the contractor, whether prior to demolition or during demolition operations, items 3 through 8 below must be followed.

3. **SUSPENSION, RESUMPTION OF OPERATIONS**

Contractor shall immediately delay/suspend operations which might impact unforeseen hazardous condition, hazardous materials, or their safe removal and immediately notify Land Bank Project Manager of the situation. Suspended operations shall not recommence until Contractor has provided to Land Bank a plan and timeline to resolve the matter together with a written estimate of costs and received written authorization to proceed.

Contractor shall provide and employ all labor, materials, tools, equipment, supplies, permits, fees, disposal fees, and all other incidental costs associated with the lawful removal, transportation, and lawful disposal of asbestos and household hazardous waste materials.

4. **PRECAUTION**

The Contractor shall comply with all relevant laws, ordinances, and standards and use all due precaution in handling, removal, transportation, storage and disposal of all hazardous material to avoid any possibility of danger, accident, or harm to domestic animals, wildlife, air, water, soils, the environment, and to humans whatsoever.

5. **TRANSPORTATION**

The Contractor shall lawfully transport any hazardous material to the disposal site and/or the temporary storage site, as needed. All licenses, fees and other incidental costs associated with transportation shall be the responsibility of the Contractor. The Contractor shall abide by all applicable load restrictions, traffic regulations and ordinances to ensure safe and proper transportation. At minimum, Contractor shall securely cover all hazardous material during transport to disposal site and submit completed manifest(s) and/or waste shipment records to the Land Bank.

6. **TEMPORARY STORAGE**
Temporary on-site storage is prohibited. Temporary off-site storage is permitted only as permitted by appropriate local, state, and federal authorities having jurisdiction.

7. **DISPOSAL**

The Contractor shall provide for lawful disposal of hazardous material. All applicable state, federal, and local permits and approvals shall be secured by the Contractor prior to loading, unloading and disposal of the hazardous material and at the earliest possible date without delay. The Contractor shall be required by the Land Bank to participate in a manifest system with the purpose of accounting for each load of hazardous material removed. The manifest forms will be supplied by the Contractor. Contractor shall secure the signature of the transporter and disposal site operator verifying that the hazardous material has been properly transported, received, and disposed of. Each document shall contain, at minimum, the origin address, type of material, and date of disposal, legibly entered upon the document. Any failure of the Contractor to account for each and every load of hazardous material shall be deemed a violation of the terms of this contract and just cause for default of contract and prosecution to the fullest extent possible under the law.

8. **CONTAINERS**

The Contractor shall supply containers for use in the temporary storage and/or transport of hazardous material when required. The Contractor shall furnish and use container covers for use in transport and temporary storage when deemed necessary by the authority having jurisdiction or required by any other statute, law, regulation, or ordinance.

Any and all containers, as may be required by law, shall conform, be labeled, placed, moved, handled, and transported in accordance with all local, state, and federal laws, rules, and regulations.

9. **SUBCONTRACTORS**

Contractors shall list on the Bid Pages any/all subcontractors to be associated with their bid, including the type work to be performed and the contact information for each. Any and all subcontractors shall be bound by all terms, conditions and requirements of the contract; however, the Demolition Contractor shall be responsible for the performance of all work requirements.

**GENERAL CONDITIONS**

1. **PROJECT MANAGER**

1.1 The Project Manager or his/her duly authorized representative shall have the duties and responsibilities as provided in the contract.

1.2 The Project Manager shall have the authority to reject any work or materials that do not conform to the contract and to decide questions or make interpretations that may arise from the contract documents.

1.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission that may be apparent in the contract documents and shall not proceed with work until the Project Manager or his/her representative has resolved the error or omission.

1.4 The Project Manager shall have authority to stop work whenever such stoppage may
be necessary to ensure the proper execution of the contract.

2. CONSTRUCTION SCHEDULE AND COORDINATION

2.1 TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein. Failure on the part of the Contractor to complete the work within the stated time they set forth and agree to herein, shall constitute default by the Contractor. Regardless of any other provision of this contract, Contractor shall be liable to the owner(s) for any damages incurred by the owner(s) caused by the default conditions.

2.2 The Contractor shall supply the Project Manager with an agreeable work schedule before commencing work on each site. This schedule shall detail beginning and completion dates for each major component of the project.

2.3 Through communications with Land Bank, the Demolition Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.

2.4 The Contractor is required to keep the Project Manager fully informed of any proposed work that will tend to interfere with the scheduled operations at the site.

2.5 The Contractor shall schedule all work to accommodate the Land Bank's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

3. PROTECTION OF WORK, PERSONS

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract. Contractor(s) shall provide and maintain all barricades, lights, fences, watchpersons, or other facilities necessary to protect all persons from danger or hazardous conditions resulting from their work.

4. PROTECTION OF PROPERTY

4.1 The Contractor shall confine their equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf that are not required to be disturbed by the scope of work.

4.2 The Contractor shall be responsible for determining the location of and protecting from damage any utilities or other improvements not included in the work...

5. REMOVAL OF RUBBISH

The Contractor shall daily remove all rubbish and all waste materials accumulated due to their activities in this project.
6. RESPONSIBILITY OF CONTRACTOR

6.1 Contractor shall be responsible for his/her own work and every part thereof and all work of every description used in connection with this contract. Contractor shall specifically and distinctly assume and does assume all risk of damage from any action or operations under the contract or in connection with their work. Contractor undertakes and promises to protect and defend the owner(s) against all claims on account of any such damage or injury.

6.2 The Contractor shall be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. Contractor shall provide, without extra cost incidental items required as a part of his/her work even though not directly specified or indicated.

6.3 The Contractor shall personally superintend the work or have a competent person at the site at all times to act for him/her.

6.4 The Contractor shall ensure that the Contractor and all Subcontractors and laborers on the worksite are licensed and/or certified by the State of Michigan in their activities.

7. SITE SECURITY

The Contractor shall be responsible for work site security of all equipment, materials, and tools provided by him/her in connection with the work and no claim for loss or damage will be considered by the Land Bank.

8. SITE ACCESS

The Project Manager will provide fair and reasonable access to the job site within the working schedules of both parties.

9. MATERIALS INSPECTION AND RESPONSIBILITY

9.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

9.2 Any material, equipment, component or completed work which does not comply with contract specifications or applicable local and state codes may be rejected by the Land Bank and shall be replaced by the Contractor at no cost to the Land Bank.

9.3 Any reference in these documents to standard specifications shall mean the latest revisions of those specifications and shall become a part of this contract. Any part of the work not completely detailed in these documents, or referenced to a standard specification, shall be governed by the latest edition of the proper industry document.

10. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work that fail to function or perform or be found defective, without cost to the Land Bank.

11. SAFETY
The Contractor shall comply, at minimum, with all applicable OSHA and MIOSHA regulations.

12. **UNDERGROUND UTILITIES**

For protection of underground utilities, the Contractor shall dial Miss Dig at 1-800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All “Miss Dig” participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the “Miss Dig” alert system.

13. **FOR DEMOLITION CONTRACTS**

13.1 All protection and control devices within the area of demolition shall be considered as incidental to the completion of the work and no extra payment, therefore, will be made. For purposes of this contract, the area of demolition shall be considered any area in which work is in such a stage of demolition so that safe travel of the public is affected.

13.2 Streets/roads shall remain open for access to frontage properties, as much as practicable, where such will not unduly interfere with the prosecution of the work. The portion of the streets open to through traffic shall be maintained in a passable condition. The procedures shall follow MDOT 6.31 Maintaining Traffic regulations. Maintaining traffic is considered incidental to the work and no extra payment, therefore, shall be made.

14. **DOCUMENTS, FEES, AND NUMBER OF DAYS**

All bonds, licenses, and certifications of insurance required for the performance of the work specified herein shall be obtained and paid for by the Contractor, and proof of same provided to the Land Bank within five (5) business days after notification of the contract award. All work under the contract shall be completed in compliance with the time requirements as detailed herein or as subsequently agreed to in writing by Land Bank.

Copies of all required permits and notifications shall be obtained and paid for by Contractor and same shall be submitted to Land Bank a minimum of two weeks prior to the scheduled commencement of that portion of the work.

15. **ORDINANCES**

All demolition work shall comply with all applicable statutes, ordinances, laws, rules and regulations. Contractor affirms that they are and will remain aware of all statutes, ordinances, laws, rules, and regulations which relate to the activities and services to be carried out in this project.
SECTION V
INDEMNITY AND INSURANCE

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers or subcontractors, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the Kalamazoo County Land Bank Authority and the County of Kalamazoo, and their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

The Contractor shall furnish within ten (10) business days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

(A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of $500,000.

(B) Commercial Liability Insurance - Including premises and operations, including XCU coverage, if the nature of the contract requires XC or U work. Product and completed operations, contractual and independent contractor's protection with limits as follows:

<table>
<thead>
<tr>
<th>Construction</th>
<th>Constructions</th>
<th>Non-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$2,000,000/ea.</td>
<td>$500,000/ea.</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 occurrence</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$2,000,000 occurrence/</td>
<td>$250,000</td>
</tr>
<tr>
<td>or</td>
<td>$2,000,000 aggregate</td>
<td>$250,000</td>
</tr>
<tr>
<td>Bodily Injury/Property Damage</td>
<td>$2,000,000 CSL</td>
<td>$500,000 CSL</td>
</tr>
</tbody>
</table>

(C) Automobile Liability Insurance - Including owned, non-owned and hired motor vehicles as well as Michigan Property Protection Insurance as required by statute. Limits as follows:

<table>
<thead>
<tr>
<th>Construction</th>
<th>Constructions</th>
<th>Non-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury not required</td>
<td>If vehicles are required for construction work</td>
<td>If vehicles are for</td>
</tr>
<tr>
<td></td>
<td>$1,000,000/ea.</td>
<td>$500,000.00/ea.</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 occurrence</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Property Damage occurrence</td>
<td>$300,000 occurrence/</td>
<td>$250,000</td>
</tr>
<tr>
<td>or</td>
<td>$300,000 aggregate</td>
<td>$250,000</td>
</tr>
<tr>
<td>Bodily Injury/Property Damage</td>
<td>$1,000,000 CSL</td>
<td>$1,000,000 CSL</td>
</tr>
</tbody>
</table>

(D) Professional Liability Insurance $1,000,000

The above requirements should not be interpreted to limit the liability of the Contractor under this contract.

All Insurers shall be either licensed or authorized to do business in the State of Michigan.
These coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

The Kalamazoo County Land Bank, its Governing Board, and their officials, agents and employees shall be included as additional insured with respect to all liability policies herein.

A thirty (30) day cancellation clause with notice to those additionally insured shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken.

It shall be the Contractor's responsibility to provide coverage for each subcontractor or to provide evidence that each subcontractor carries insurance in like amounts prior to the time such subcontractor proceeds to perform under the contract.
SECTION VI
CONTRACT, AWARD, TERMS, AND CONDITIONS

1. COMPLETE CONTRACT

This Invitation for Bid (IFB), together with any addenda, exhibits, amendments, attachments, and modifications, along with the Contractor's Bid Packet as submitted and the executed Notice of Award and Contract, becomes the complete Contract between the parties hereto once fully executed, and no oral promises or representations made in conjunction with the negotiation of this Contract shall be binding on either party.

2. AWARD OF CONTRACT

A. This Contract is/will be awarded to one or more responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the Land Bank, price and other factors considered. The Land Bank reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, capacity/availability of respondent, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

NOTICE OF AWARD will be issued in writing by the Land Bank. Upon notification, the Contractor(s) shall submit to the Land Bank any/all such other documentation as may be required hereunder or reasonably requested by Land Bank. Upon receipt and subsequent approval of such documents by the Land Bank, the Land Bank will forward to the Contractor a written NOTICE TO PROCEED. Work shall not start until such NOTICE TO PROCEED is received by the Contractor.

B. Unilateral changes in bid prices shall not be allowed. However, the Land Bank, at their sole option, reserves the right to re-bid or negotiate with bidders in the event of, but not limited to:
   1) No bids received;
   2) A single bid being received; or
   3) Prices quoted are over budget and/or unreasonable.
   4) Changes in law, regulation, or funding which necessitates such change.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. Subsequent to award, no subcontract may be assigned to another subcontractor without first having informed Land Bank and receiving written approval for that change.

The Contractor shall cooperate with the Land Bank in meeting their commitment and goal of maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the Land Bank.

4. TAXES
The Land Bank is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the Land Bank makes no representation as to any such exemption.

5. **INVOICES, SUPPORTING DOCUMENTATION, AND PAYMENTS**

   A. Upon completion, each address must be invoiced separately, with separate lines showing costs for asbestos abatement, demolition, site restoration, and any other activities (e.g. Household Hazardous Waste, Change Order, etc).

   B. Each invoice shall include a date of invoice, date of completion, name and address of billing party, complete name and address of party being billed, project name/reference number, address of work, itemized list of activities, and the contracted sums as stipulated herein for services completed and accepted, together with required supporting documentation (e.g. signed Letter of Attestation for Demolition Contractors (Exhibit 2), manifests, waste tickets, final permit approval, etc.).

   C. The following supporting documents are required by this project’s funder. These documents must be filled out completely and legibly and submitted timely. At minimum, each document must contain Contractor name, site address, and date. Land Bank is not able to process invoices for payment until all supporting documentation has been received.

   1. Letter of Attestation by Demolition Contractor
   2. Permit (with number and date issued)
   3. Notification of Intent to Renovate/Demolish (Asbestos Abatement, if applicable)
   4. Notification of Intent to Renovate/Demolish (Demolition)
   5. Asbestos Manifest(s) and Asbestos Disposal Ticket(s) (if applicable)
   6. Abatement Contractor Invoice (if subcontracted)
   7. Pre-Demolition Clearances Checklist (completed prior to commencement)
   8. Concrete/Metal Recycling Tickets (if any)
   9. Landfill Demolition Waste Ticket(s)
   10. Fill Soil Ticket(s) (with source location)
   11. Topsoil Ticket(s) (with source location, if applicable)
   12. Final Permit Inspection/Approval Report (confirming proper capping/grade)

   D. Invoice for each site shall be submitted to the Kalamazoo County Land Bank Authority at the address provided within thirty (30) days following completion and acceptance by the Land Bank.

   E. Processing of payment requests will commence promptly upon receipt of a complete and accurate original invoice and supporting documentation, as above, from the Contractor. Payments will be processed as expeditiously as possible as funds are released by the funder. However, due to this process involving several entities, payment within thirty (30) days of receipt of invoice cannot be assured.

6. **CHANGES AND/OR CONTRACT MODIFICATIONS**

   The Land Bank reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated
extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the Land Bank.

Changes of any nature after contract award which reflect an increase or decrease in time, scope, or costs shall not be permitted without prior written approval by the Land Bank. SUCH CHANGES, IF PERFORMED IN ADVANCE OF SUCH APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

7. **LAWS, ORDINANCES AND REGULATIONS**

This Contract shall be governed by the laws of the State of Michigan.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and fees paid by the Contractor.

8. **RIGHT TO AUDIT**

The Land Bank or their designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

A. Contractor compliance with contract requirements,

B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

9. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the Kalamazoo County Land Bank, and their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

10. **DEFAULT/BREACH**

The Land Bank may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

C. The unauthorized substitution of articles for those as bid and specified.

D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

E. Failure to perform in compliance with any provision of the contract.
F. Standard of Performance - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be met.

Upon notice by the Land Bank of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the Land Bank.

G. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the Land Bank.

Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the Land Bank.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the Land Bank caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The Land Bank reserve the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the Land Bank may bar the Contractor from being awarded any future Land Bank contracts.

All remedies available to the Land Bank herein are cumulative and the election of one remedy by the Land Bank shall not be a waiver of any other remedy available to the Land Bank.

11. TERMINATION

This Agreement may be terminated by either one of the Land Bank or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

A. In the event of such termination by the Firm, the Land Bank, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the Land Bank or another firm. In the event that the Land Bank incur additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the Land Bank shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

B. In the event of such termination by the Land Bank, the Land Bank shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

12. INDEPENDENT CONTRACTOR
At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as employees of the Land Bank or Kalamazoo County. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire, and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance, or workers' unemployment compensation or the like.

13. **PROJECT SUPERVISOR**

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and to the Project Manager at all times by use of a cell phone or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance, and punctuality; and work closely with the Project Manager in assuring contract compliance.

14. **MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) business days after the request; and, if in the sole opinion of the Project Manager, the severity of the circumstance warrants, no more than one (1) working day.

15. **INSPECTION OF WORK SITE**

Before commencing demolition work, the Contractor shall be responsible for examining the work site and resolve any questions and/or uncertainties as to the existing conditions under which they will be obligated to operate, or that in any way effects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.