



# Kalamazoo County Land Bank Authority

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Kalamazoo, Michigan 49004  
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[www.kalamazoolandbank.org](http://www.kalamazoolandbank.org)

The Kalamazoo County Land Bank Authority is soliciting sealed bids for  
**RESIDENTIAL DEMOLITION, SPRING 2018**

## INVITATION FOR BID (Ref. IFB No. 163)

Issued: February 16, 2018

**Bids Due: March 2, 2018; 2:00 pm Local Time**

### Overview

The Kalamazoo County Land Bank Authority (Land Bank) invites the submission of bids from qualified firms to perform **demolition of up to seven (7) residential structures on scattered sites within Kalamazoo County**. Activities at each 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, and rough/final grading of site. NOTE: Site restoration (top soil/grading/seeding) will be **completed by others** under separate contract.

Award(s) will be made to low bid respondent(s) on site-by-site or aggregate basis. The Land Bank reserves the right to negotiate final terms with the selected vendor(s). The Land Bank also reserves the right to enter into a contract with more than one firm.

The Land Bank encourages participation by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

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.

The Land Bank follows its established policies and procedures for procurement. For further information on these requirements, contact Assistant Director Michelle Tombro Tracy, ph. 269-216-9870 or email [Michelle.TombroTracy@kalamazoolandbank.org](mailto:Michelle.TombroTracy@kalamazoolandbank.org).

Questions about this project or IFB should be directed to:

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

Phone: 269-762-6191

email: [kenn.hartmann@kalamazoolandbank.org](mailto:kenn.hartmann@kalamazoolandbank.org)

Questions concerning ordinances governing demolition work may be directed to the Local Building Official.

# KALAMAZOO COUNTY LAND BANK AUTHORITY - IFB NO. 163

**PROJECT TITLE: RESIDENTIAL DEMOLITION, SPRING 2018**

**IFB ISSUE DATE: FEBRUARY 16, 2018**

**BID DUE DATE/TIME: MARCH 2, 2018; 2:00 PM**

**PROJECT AWARD: ANTICIPATED WITHIN 5 BUSINESS DAYS AFTER DUE DATE**

**NOTICE TO PROCEED: ANTICIPATED WITHIN 5 BUSINESS DAYS AFTER AWARD**

**MOBILIZATION/COMMENCEMENT: MID-MARCH 2018**

**PROJECT COMPLETION: APPROXIMATELY EIGHT (8) 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 is responsible for labeling the exterior of the sealed envelope containing the bid, with the following:

**IFB Number, 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 and any change orders and/or amendments submitted and accepted post-award will become the Contract between the Land Bank and the successful Bidder(s) once accepted and awarded on behalf of the Land Bank by an authorized official or agent of the Land Bank.

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**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 particular 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 of the items 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) and/or attachments 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 given prior to the opening will be avoided and will 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).
  - 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 current certified financial statement or most recent two years of tax returns.
  - F. Provide documentation of successful experience in the demolition industry which includes all of 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) Able to analyze structural systems integration and load transfer dynamics in residential demolition, and anticipate structural displacement possibilities.
    - 4) Must have sufficient personnel, equipment, and financial ability to conduct simultaneous or sequential residential demolitions resulting in completion of up to ten (10) residential demolitions within a five (5) week period after commencement. No site 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 the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope plainly marked SEALED BID and identified on the outside by solicitation reference number, 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 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. Subcontractor list form is included below. 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 will be required 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(s) for award of Demolition Services contract(s) will be from among qualified respondents. Award(s) 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. The total contracted amount for this entire project (9 sites) is anticipated to be **between sixty and one hundred twenty thousand dollars** (\$60,000 - \$120,000.00), which may be divided amongst several selected respondents.

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 and 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 Contractors (Exhibit 2),
  - e) Schedule for commencement 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.**

## SECTION II SCOPE, DESCRIPTION

### SCOPE OF WORK & PROJECT DESCRIPTIONS

- a) Pre-demolition asbestos abatement and household hazardous waste removal/disposal and demolition.
- b) See Exhibit 3 for site addresses and additional descriptions.
- c) Houses are typically one to two-story, wood frame single family house on masonry basement unless noted otherwise. Floor areas of structures included in site description in Exhibit 3 are taken from public records.
- d) A partial Asbestos and Hazardous Waste Survey for each address are included (Exhibit 4).
- e) Utility confirmation of removal of electrical and natural gas utility service lines from all sites are included (Exhibit 6).
- f) Confirmation of municipal water utility service turn off has been requested but not yet received. Contractor must verify turn off before demolition commencement at each site.
- g) 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, 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 Class II sand: and repair/replacement of any/all damaged public or off-site private improvements. Other site conditions and requirements will vary.
- h) 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 regarding or effecting said items or conditions.
- i) 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.
- j) Asbestos Abatement and Household Hazardous Waste removal may commence immediately after issuance of a Notice to Proceed. However, no partial payments will be made.
- k) Mobilization for demolition of first site shall commence no later than eleven (11) business days after Notice to Proceed. Demolition activities may consume no more than four (4) business days per site.
- l) Contractor agrees to complete all work detailed herein and to conform with the terms of this contract and all applicable laws, ordinances, rules and regulations within the schedule outlined above.
- m) **Failure to obtain 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 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 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 (except top soil and seeding is by Others) 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 amounts as stated below.**

<b>KCLBA IFB #163, Residential Demolition, Spring 2018</b>				<b>Bid Amount</b>
#	SITE ADDRESS/TAX ID	HOUSE	Additional Description	Whole Dollars Please
1	1024 CLINTON AV 06-23-368-539	2 Sty, WF, SF 1,448 SQFT	Includes Large Wooden "Yard Barn" in rear yard	
2	447 E STOCKBRIDGE AV 06-22-453-059	1.5 Sty, WF, SF 1,102 SQFT	Shared Garage to remain, N.I.C.; Carefully remove <b>Shed addition</b> from E end of Garage	
3	1307 WASHINGTON AV 06-23-341-005	2 Sty, WF, SF 1,310 SQFT	Includes Wood-frame <b>Garage</b> (approx. 250 SQFT)	
4	915 E STOCKBRIDGE AV 06-23-351-182	2 Sty, WF, SF 1,972 SQFT	<b>Fire damaged/unsafe</b> , Demo as Asbestos-contaminated; Shared drive to E. to remain	
5	1708 N ROSE ST 06-10-340-001	1 Sty, WF, SF 841 SQFT	<b>Fire damaged/unsafe</b> , Demo as Asbestos-contaminated; Garage E. & Shared Drive to N. to remain	
6	1318 N ROSE ST 06-10-395-012	1.5 Sty, WF, SF 1,047 SQFT	N. adjoining Driveway N.I.C.; Approximately 450 SQFT Concrete (Former Garage) Slab near NE corner	
7	1922 N EDWARDS ST 06-10-328-028	1.5 Sty, WF, SF 1,056 SQFT		
<b>Total of all 7 Sites</b>				
<b>Per Site Discount if awarded all 7 Sites</b>				
<b>Discounted Total if awarded all 7 Sites</b>				



**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.

Subcontractor Name/Address/Contact information/Nature of Work	\$ or % of Contract

**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 of the 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. Additional scope, specifications, and requirement details are shown in the Index of Sites with Site Descriptions (Exhibit 3).
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, bushes, and other plantings on site having trunks measuring six (6) inches or less diameter at five feet above current/existing grade, may be removed to facilitate demolition. No other vegetation may be removed except after written authorization.
6. Once demolition has begun and any site will be left unsupervised, 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 considered safe and need not be protected by fencing while awaiting remaining fill materials.
7. Adjacent 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 issuance of the demolition Work Order and share and 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.**
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 and receive documented acceptance/approval by the authority having jurisdiction. 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.
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 smoothly-blended 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** and, when required, approved by the local Building Official, and/or until all required fees have been paid. No permit shall be issued until all documents required by statute, ordinance, law, rule or regulation have been obtained and all required fees paid. 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 5) 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 of the 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 to be 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 and Award 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 of the terms, conditions and requirements of the contract; however, the prime Contractor(s) shall be responsible for the performance of the total 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 Manger 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 owners(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 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 the work in the contract.

### 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 shall 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 to be 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:

	<b>Constructions *</b>	<b>Non-Construction</b>
Bodily Injury	\$2,000,000/ea.	\$500,000/ea.
	\$2,000,000 occurrence	\$500,000 occurrence
Property Damage	\$2,000,000 occurrence/	\$250,000 occurrence/
or	\$2,000,000 aggregate	\$250,000 aggregate
Bodily Injury/ Property Damage	\$2,000,000 CSL	\$500,000 CSL

- (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:

	If vehicles <b>are</b> required for construction work	If vehicles <b>are not</b> required for construction work
Bodily Injury	\$1,000,000/ea.	\$500,000.00/ea.
	\$1,000,000 occurrence	\$500,000.00 occurrence
Property Damage	\$ 300,000 occurrence/	\$250,000 occurrence/
or	\$ 300,000 aggregate	\$250,000 aggregate
Bodily Injury/ Property Damage	\$1,000,000 CSL	\$1,000,000 CSL

- (D) Professional Liability Insurance                      \$1,000,000                      \$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, 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 similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount 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(s)** whose bid(s), 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 commitments and goals with regard to 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, 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 and 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. **Top Soil Ticket(s)** (with source location, if applicable)
12. **Permit Inspection Report** (confirming proper capping/grade)

D. Invoices 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

The Contractor shall keep fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall comply with such laws, ordinances and regulations at all times.

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

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

**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 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 contracts by either or both of the Land Bank.

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.

## APPENDIX A

### NON-DISCRIMINATION CLAUSE

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the agency with which it is under contract who are duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.



## **APPENDIX B**

### **FEDERAL PROVISIONS**

#### **1. *Equal Employment Opportunity***

The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **2. *Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended***

For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).

#### **3. *Debarment and Suspension (E.O.s 12549 and 12689)***

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**EXHIBIT 1**

FRAUD WASTE AND ABUSE AFFIDAVIT

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_ (the "Demolition Contractor"), hereby certify that the Demolition Contractor has been retained by the \_\_\_\_\_ (Blight Partner) to demolish certain residential structures in \_\_\_\_\_ (City or County). I acknowledge on behalf of the Demolition Contractor that all or a portion of that demolition may be financed by the Michigan Homeowner Assistance Nonprofit Housing Corporation ("MHA") through its Help for Hardest Hit Demolition program. I certify that the Demolition Contractor has received a copy of MHA's policy on fraud waste and abuse. The Demolition Contractor will report any instances of suspected misconduct, fraud, waste, or abuse to MHA at:

Step Forward Michigan  
ATTN: FWA Review  
P.O. Box 30632  
Lansing, MI 48909-8132

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Demolition Contractor)

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

Its: Authorized Representative

## EXHIBIT 2

(To be completed prior to payment for each property.)

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### Helping Michigan's Hardest-Hit Homeowners

MICHIGAN HOMEOWNER ASSISTANCE NONPROFIT HOUSING CORPORATION (MHA)

STEP FORWARD MICHIGAN

PO BOX 30632, LANSING, MICHIGAN 48909-8132

PHONE: (866) 946-7432 FAX: (517) 636-6170

WWW.STEPFORWARDMICHIGAN.ORG

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### LETTER OF ATTESTATION FOR DEMOLITION CONTRACTORS

I hereby make the following attestations on behalf of \_\_\_\_\_  
(Contractor)

with respect to the property located at the following address \_\_\_\_\_  
(Property)

- Contractor acknowledges receipt of all policies and procedures provided by HHF Blight Partner applicable to the Help for Hardest Hit Demolition program (Blight Program), administered by the Michigan Homeowners Assistance Nonprofit Housing Corporation (MHA), .
- All documents submitted with respect to the Property, such as bid packages and invoices were true, correct and complete as of the date submitted.
- Contractor has not engaged in collusion or any anti-competitive practices in connection with the preparation or submission of any bid relating to the Property.
- The following have been supplied to the blight partner:
- Evidence of financial stability-2 years corporate tax returns.
- Evidence of License and Certification as required (State/Local as needed) and Contractor will continue to keep them current.
- Evidence of Insurance: Commercial general liability coverage of no less than \$2,000,000; workers compensation and employer's liability coverage of no less than \$500,000; automobile liability with limits not less than \$1,000 per occurrence; professional liability with coverage no less than \$1,000,000;
- Evidence of legal standing- by verifying a Certificate of Good Standing (corporate or Certificate of Existence (LLC0 issued by LARA or Articles of Organization);
- Evidence of experience proven to the blight partner with a minimum of Five (5) years providing professional licensed demolition services or similar scope/scale;
- Surety/Performance Bond-Must be in an amount equal to one hundred percent (100%) of the total contract amounts. Bonds must be issues by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations
- Contractor has no State or Federal debarments/suspensions, conflict of interest or gross program violations.
- If a sub-contractor was utilized, the name of the sub-contractor and the invoice has been supplied to the blight partner.
- Contractor attests that all subcontractors are in compliance with all state and local laws, regulations and ordinances, to the best of contractor's knowledge
- Any and all subcontractor invoices have not been up-charged by more than 10%.
- Contractor has adhered to all applicable City, State and Federal laws, regulations and ordinances.
- Contractor was awarded contract on the Property through a competitive bid process.

**False Statements and Criminal Penalties**

I (we) acknowledge that if any person, with an intent to defraud or cheat, designedly by false pretense, including any false statement or misrepresentation, obtains money, real or personal property, or the use of any instrument, facility, article or other valuable thing or service pursuant to my (our) participation in any Michigan State Housing Development Authority program, shall be guilty of a crime. Such person may be guilty of either a misdemeanor or a felony, punishable by imprisonment for not more than 10 years or a fine or both, all as set forth in Section 47 of Act No. 346 of the Public Acts of 1966, as amended (MCL 125.1447). Contractor acknowledges that providing false or misleading information in connection with the Blight program may violate Federal, state and/or local laws (including but not limited to 18.U.S.C.§ 1001) and result in criminal or civil liability. Any such matters will be referred to the appropriate law enforcement authority for investigation and prosecution.

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Blight program, or any other program funded through the Troubled Asset Relief Program, please contact the SIG TARP Hotline by calling 1-877-SIG-2009 (toll free) or 202-622-4559 (fax), or at [www.sigtarp.gov](http://www.sigtarp.gov), and provide them with your name and the reason for escalation. Mail can be sent to Hotline Office for the Special Inspector General for Troubled Asset Relief Program, 1801 L St NW, Washington, D.C. 20220

I hereby certify under penalty that all statements set forth in this document are true, correct and complete as of the date hereof.

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Date signed: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Position Title

KALAMAZOO COUNTY LAND BANK AUTHORITY

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Partner Entity

**EXHIBIT 3**  
**Index of Sites with Site Descriptions**

KCLBA IFB #163, Residential Demolition, Spring 2018			
EXHIBIT 3: Index of Sites with Descriptions, All within city of Kalamazoo			
#	SITE ADDRESS/TAX ID	HOUSE	Additional Description
1	1024 CLINTON AV 06-23-368-539	2 Sty, WF, SF 1,448 SQFT	Includes Large Wooden "Yard Barn" in rear yard
2	447 E STOCKBRIDGE AV 06-22-453-059	1.5 Sty, WF, SF 1,102 SQFT	Shared Garage to remain, N.I.C.; Carefully remove <b>Shed addition</b> from E end of Garage
3	1307 WASHINGTON AV 06-23-341-005	2 Sty, WF, SF 1,310 SQFT	Includes Wood-frame <b>Garage</b> (approx. 250 SQFT)
4	915 E STOCKBRIDGE AV 06-23-351-182	2 Sty, WF, SF 1,972 SQFT	<b>Fire damaged/unsafe</b> , Demo as Asbestos-contaminated; Shared drive to E. to remain
5	1708 N ROSE ST 06-10-340-001	1 Sty, WF, SF 841 SQFT	<b>Fire damaged/unsafe</b> , Demo as Asbestos-contaminated; Garage E. & Shared Drive to N. to remain
6	1318 N ROSE ST 06-10-395-012	1.5 Sty, WF, SF 1,047 SQFT	N. adjoining Driveway N.I.C.; Approximately 450 SQFT Concrete (Former Garage) Slab near NE corner
7	1922 N EDWARDS ST 06-10-328-028	1.5 Sty, WF, SF 1,056 SQFT	

**EXHIBIT 4**

**Asbestos and Hazardous Waste Surveys**

**These surveys are provided in separate file(s) and are part of this IFB 163 and any subsequent contract arising therefrom as if fully set forth therein.**

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**EXHIBIT 5**

Kalamazoo County Land Bank Authority  
**PRE-DEMOLITION CLEARANCES CHECKLIST**

To be completed by Demolition Contractor prior to commencement of demolition activities.

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Property Address

On this date, I have physically confirmed the following:

- Electrical Service lines have been disconnected from the premises.
- Natural Gas Service line has been disconnected from the premises.
- Water Service has been turned off exterior to the building.
- Asbestos abatement has been completed at this premises.
- No persons reside in or occupy this structure.

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Signature

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date

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Printed or typed name

---

Printed or typed firm name

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**EXHIBIT 6**

**Consumers Electric Clearance Notifications**

**These notifications are provided in separate file(s) and are part of this IFB 163 and any subsequent contract arising therefrom as if fully set forth therein.**

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**END OF IFB 163**

**RESIDENTIAL DEMOLITION, SPRING 2018**

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