

Marquette County Land Bank Authority
Sealed Bids for Building Demolition/Disposal – 201 Vine, Ishpeming
(mailed June 28, 2017)

Project Summary:

The Marquette County Land Bank Authority will hire one contractor to demolish and dispose of all building materials, including underground footings and walls, along with any garages or outbuildings, at the below locations. Lead and asbestos surveys will be completed on all properties and asbestos remediation will be performed at the Authority's expense prior to demolition. The contractor will be responsible for all required local, state and federal permits, associated fees, and notification. The Authority may identify components of the building that will be salvaged by the Authority, and at no cost to the Authority.

Residential structure; parcel 52-51-203-003-50, 201 Vine, Ishpeming City (Ex. A)

Project Schedule:

The work shall be completed within 30 days of the notice to proceed. It is expected that notice to proceed will be given prior to August 2017. Unless an extension is granted by the Authority in writing, any work not complete will result in a late fee of \$100 per day until project is complete.

Contact Names:

Anne Giroux, Marquette County Land Bank Authority, 234 W. Baraga Ave. Marquette, MI 49855, 906-225-8425, agiroux@mqtco.org

General Requirements:

1. Work must comply with all applicable Federal, State and local codes. The contractor shall be responsible for acquiring and paying for all permits required for this project.
2. Contractor must be able to meet the County of Marquette's insurance standards as set forth in the attached description of required coverage (Exhibit B). **Please provide proof of insurance with your bid.**
3. **A performance bond equal to the bid amount will be required from the successful bidder.**
4. A lump sum payment will be made within 30 days of project completion and acceptance and approval by the Authority. Proof of payment to the Marquette County Landfill for fees related to the project may be required.
5. This project is being funded by a grant from the State of Michigan's Hardest Hit Blight Elimination Program. The Program requires certain documentation be provided by the successful bidder, including but not limited to: copy of residential builder's license, letter from CPA indicating financial ability of company to perform work, other grant-related forms attached in Exhibit C.

Scope of Work:

1. Demolition and disposal of all materials (the entire structure and any out-buildings) from the site, including but not limited to any foundation systems including crawlspace walls, basement walls, footings, piers and basement floors.
2. Hauling all material to an appropriate landfill.
3. Upon removal of any below grade materials all excavations and cavities in the earth shall be filled with clean yellow sand or clay materials and covered with four inches of top soil, seed and mulch. All utilities shall be terminated and/or plugged in accordance with the applicable rules, codes and standard practices. Any permits or fees for utility termination shall be paid for by the Contractor.
4. In some cases, additional debris may be present on the site. Removal of additional debris should be included in the bid estimate.
5. All concrete slabs on grade shall be removed from the site including but not limited to patios, driveways, drive approaches, private sidewalks and any other slabs located on the site. All areas where concrete is removed shall be restored, per Item 3 above, such that the lot is level.
6. It is expected that water will be used to control dust emissions throughout the demolition process.

Pre-proposal meeting

There will be no pre-proposal meeting for this project. The Authority shall make available to all prospective Bidders, prior to receipt of the Bids, access to the buildings in which the work is to be performed, if desired. Access to the sites shall be by appointment by calling 906-225-8425.

Proposals

Sealed Bids will be received by the Marquette County Land Bank Authority (Office of County Treasurer), 234 W. Baraga Ave. Marquette, MI 49855 before **2:30 p.m., July 11, 2017**, promptly after which proposals will be publicly opened and read aloud. Each Bid proposal must be enclosed in a sealed envelope, and indicated as "201 Vine Demolition" on the outside of the envelope.

The Land Bank Authority will award the work to the firm having the combination of price, qualifications, experience, and scheduling most advantageous to the County. The Land Bank Authority reserves the right to reject any or all proposals and to waive irregularities and/or informalities in any proposal.

201 Vine, Ishpeming

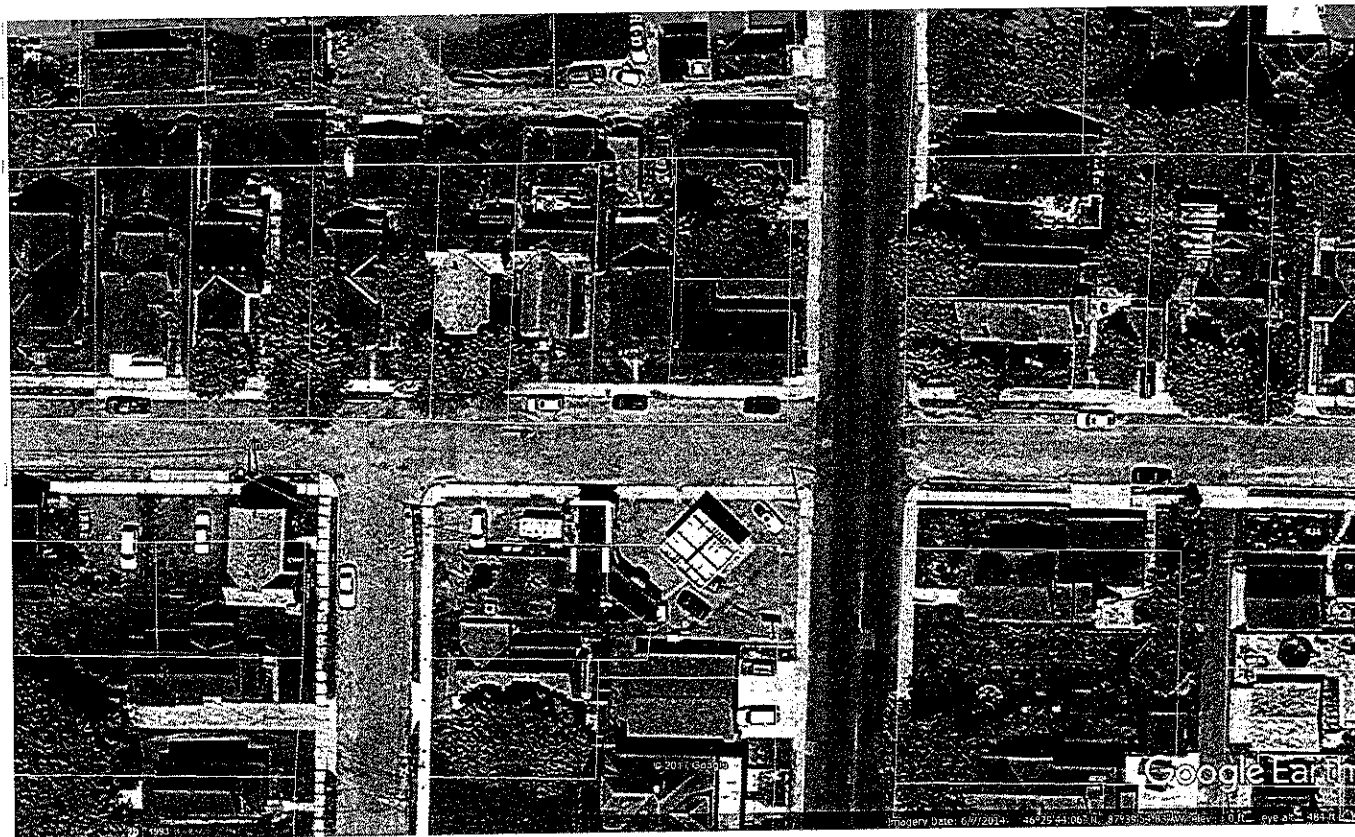


EXHIBIT B: ADDENDUM TO CONTRACT

INDEMNIFICATION

To the fullest permitted by law, the Contractor shall indemnify, defend, and hold harmless the County of Marquette, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any of its officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits. In order to assure a source of funding to meet this indemnification obligation, the Contractor shall, at its sole cost and expense, obtain and maintain the following described insurance coverages:

LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by the County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, employees, elected and appointed officials, and volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by the County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, agents, employees, elected and appointed officials, and volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages:
 - a. Contractor hereby releases County from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.
 - b. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by the County, insurers must be identified as authorized and eligible by the Michigan Insurance Bureau. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish the County with certificates of insurance and with any and all original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The said certificates and endorsements shall be forwarded with the contract number to the individual identified below:

CONTRACT NUMBER _____

James A. Kent, Risk Manager
234 West Baraga Avenue
Marquette, MI 49855
(906) 225-8165 or Fax (906) 225-8155

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by the County does not waive the insurance requirements provided in the foregoing paragraphs. Should the County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify the County for any such loss. This indemnification shall occur regardless of whether or not the County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that the County of Marquette shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents, and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

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



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

Exhibit 3

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 (LLC) 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 issued 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 ordinance.
- 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 1 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, 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.

Signature

Date signed _____

Print
Name:

Partner
Entity