

**Bid Form RFP # 2024LB-Abatement  
 SUBMITTED TO: Clare County Land Bank Authority  
 Clare County Courthouse, 225 W. Main St., P.O. Box 564  
 Harrison, Michigan 48625**

**FOR Invitation to Bid #2024LB Abatement of  
 Hazardous Materials within residential and commercial structures in Clare County**

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TO: Clare County Land Bank

The Bidder, in compliance with your invitation for bids for the abatement of hazardous material within residential and commercial structures, having examined the scope of work and specifications prepared by the Clare County Land Bank, being familiar with all conditions surrounding Hazardous Materials within the listed properties, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the prices stated below.

**UNIT PRICE FOR REMOVAL OF ALL HAZARD MATERIALS**

Removal and disposal of ALL hazardous material as specified in scope of services.

	PARCEL NUMBERS	PROPERTY ADDRESS	BID PRICE
1	18-007-023-100-10	2751 Deer Lake Rd, Harrison, MI	
2	18-007-175-521-00	3805 Lapham, Harrison, MI	
3	18-008-009-100-15	8244 E Stockwell, Harrison, MI	
4	18-015-018-200-02	8400 S Harrison Ave, Farwell, MI	
5	18-013-350-149-00	1691 Maple St, Lake, MI	
6	18-013-530-051-00	9434 Terry St, Lake, MI	

**Time Frame for Completion** \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder, if awarded this contract, hereby agrees to commence work under this contract on or before \_\_\_\_\_ and to fully complete on or before \_\_\_\_\_. Bidder understands that the Clare County Land Bank Authority reserves the right to reject any or all bids and to waive any informalities or irregularities herein.

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates to the Clare County Land Bank Authority within ten (10) days.

## **Instructions to Bidders**

### **1. BID PROPOSAL CONTENT**

Bid proposal documents should include, but not limited to the following:

- Bid Specifications / Proposal
  - Cost per property
- Firm Background / Years in Business / History
- Evidence of financial stability – 2022-2023 audited financial statements, if available; if not, then copies of the last 2 years tax returns filed.
- Description of qualifications and previous experience with ACM abatement
- LARA licensure
- Copies of current and applicable (state and local) licenses, certifications, training completed, etc....
- Evidence of required insurance

### **2. BASIS OF PROPOSAL**

Proposals are solicited for the completion of all work as described in the specifications and/or shown on the plans. Proposals may be withdrawn by bidders prior to, but no later than, the time fixed for the opening of bids. Submit sealed bids, labeled as “**RFP # 2024LB-Abatement**” prior to the opening date, when bids will be opened and read aloud at the Land Bank office. If the Land Bank does not accept the proposal within 45 days, after the opening date, Contractor may withdraw his/her proposal.

### **3. EXAMINATION OF PREMISES**

Contractor shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Any variance of Contract documents from legal requirements and/or field conditions shall be promptly reported to the Land Bank. Contractor shall be responsible for any examination and no allowances will be made on his/her behalf by reason of error and omission. If any part of the Contractor's work depends for proper results upon existing work or the work of another, Contractor shall notify the Land Bank before commencing work of any defects that will affect the results. Failure to notify will constitute his/her acceptance of the conditions.

### **4. CONTRACT**

Please review the draft Contract included with this Request for Proposal (RFP). By submitting a bid, Respondents indicate agreement with its contents. It will be signed in accordance with all documentation required with this RFP.

## 5. SIGNATURES

Respondents shall place on file with the Land Bank, a notarized statement indicating those individuals authorized to sign proposals on behalf of the Corporation, Partnership and/or Individual. (See attached form.) Said notarized statement may be placed on file prior to the submission of any Proposals and updated as the status of the authorized individuals change, or may be submitted with each proposal.

## 6. CERTIFICATE OF INSURANCE

All bidders shall have on file the Land Bank certificates of all such insurance, not less than the limits set below within seven (7) calendar days after receipt of the notice of award, unless said certificates are already on file. Further insurance and certificates must include an endorsement providing for ten (10) days prior written notice to the Land Bank, of termination, expiration, or material change of terms.

- Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability endorsement or equivalent.
- Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of any contract for professional services between the Vendor and the Land Bank with limits of liability of not less than \$1,000,000.00 per claim.
- Additional Insured – Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be Additional Insured's: "The Clare County Land Bank Fast Track Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof."
- Cancellation Notice – All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days written notice of cancellation, nonrenewal, reduction and/or material change shall be sent to: Clare County Land Bank, 225 W Main Street, P.O. Box 564, Harrison, Michigan 48625."
- Proof of Insurance – The Vendor's Insurance Agency shall provide to the Land Bank at the time any contracts are returned by it for execution, copies of certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished. Documentation of certificate will be tracked by method of how it was received for compliance.

## **7. CONFLICT OF INTEREST (2 CFR 200.318 and 24 CFR 570.611)**

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

## **8. ACCEPTANCE AND REJECTION**

A Contract shall be formed between the parties hereto by the Land Bank's acceptance of the Respondent's proposal, and it will be effective on the date stated on the Bid Specification/Proposal form. Upon acceptance by the Land Bank, a written contract substantially consistent with the attached Exhibit A and the terms of this RFP will be returned to the Contractor as his/her official notification of award and for execution by the Contractor. The Contract, however, shall not be in force until the Contractor has complied with all the requirements of insurance from the Land Bank set forth herein. By the execution of the Contract, the Contractor and the Land Bank hereby covenant in respect to any part of this Proposal and Contract. The Land Bank reserves the right to waive irregularities and to reject bids.

## **9. Rights to Inventions Made Under a Contract or Grant Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**SCOPE OF SERVICES  
PROPOSAL TO INCLUDE: HAZARDOUS MATERIALS ABATEMENT**

**DESCRIPTION**

The purpose of the project is to abate hazardous materials present within the building, or within close proximity to the building, before a structure is demolished. Structures have been surveyed for the following materials:

- Asbestos containing building materials (ACBM);
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB);
- Potentially hazardous or regulated materials/waste located in containers and/or drums; and
- Potential mercury containing equipment.

Lead based paint materials do not require removal in preparation for demolition. Painted surfaces in these structures should be assumed to contain lead.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents, including, but not limited to the following:

1. US EPA, 40 CFR Part 61, Subpart M-National Emission Standards for Hazardous Air Pollutants.
2. OSHA, 29 CFR Part 1926.1101/MIOSHA Part 602-Asbestos in Construction Standard.
3. Michigan Public Act 154 of 1974 – “Michigan Occupational Safety and Health Act”.
4. Michigan Public Act of 135 of 1986 – “Asbestos Abatement Contractors Licensing Act”.
5. Michigan Public Act of 440 of 1988 – “Asbestos Workers Accreditation Act”.
6. US DOT, 49 CFR Parts 171 and 172 – Hazardous Materials Regulations.

Abatement activities are to include, but not necessarily limited to:

- Development of a plan for the removal of regulated materials at the site and provide copy to the Clare County Land Bank Authority
- Acquisition of all required permits
- Submission of all necessary regulatory notifications
- Perform required air monitoring for final clearance as applicable, providing sampling records
- Remove and package regulated materials for disposal according to regulatory standards, providing documentation of abatement permits and reconciliation with the hazardous material surveys sent.
- Dispose of regulated materials in licensed landfills with proper transport
- Provide disposal documentation including copies of abatement waste transportation and disposal records to Clare County Land Bank Authority.

**Clare County Land Bank will acquire a 3<sup>rd</sup> party to perform asbestos clearance after the abatement has been completed. All permits, landfill tickets, receipts for disposal, lien waivers, and other proof of compliance shall be presented to the Clare County Land Bank at the time the invoice is submitted.**

## Certifications and Authorized Signatures

*Return with your Proposal Package*

Upon notice of acceptance of this packet, Respondent will execute a Contract Agreement and deliver properly executed insurance certificates to the Land Bank within seven (7) days.

### **ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER**

The undersigned does hereby designate the address given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

Contact Name: \_\_\_\_\_

P.O. Box (if applicable): \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The undersigned does hereby declare that it has legal status checked below:

- Individual
- Partnership
- Corporation, State of Incorporation: \_\_\_\_\_
- Minority Owned Business
- Women Owned Business
- Section 3 Qualified Business

The names and address of all persons indicated in this Bid Proposal are as follows:

<b>NAME</b>	<b>ADDRESS</b>

This Bid is submitted in the name of

\_\_\_\_\_

(Contractor)

Respondent hereby certifies that the information provided in their submittal to the Land Bank is accurate and complete, and they are duly authorized to sign. Respondent hereby certifies that they have reviewed the RFP in its entirety and accepts its terms and conditions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

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

**Clare County Land Bank Authority**  
**Contract for Abatement Services**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between CLARE COUNTY LAND BANK AUTHORITY (hereinafter referred to as “Authority”), with offices at the County Courthouse, 225 W. Main Street, Harrison, MI 48625, and \_\_\_\_\_, at \_\_\_\_\_ (hereinafter referred to as “Contractor.”)

WHEREAS, the Authority wishes to abate hazardous materials within residential and commercial structures in Clare County located at/further identified as:

Residential structure; parcel 18-007-023-100-10 - 2751 Deer Lake Road, Harrison – Hayes Township (mobile plus shack)

Residential structure; parcel 18-007-175-521-00 - 3805 Lapham, Harrison – Hayes Township (modular)

Residential structure; parcel 18-008-009-100-15 – 8244 E. Stockwell Road, Harrison – Hamilton Township (mobile)

Residential structure; parcel 18-015-018-200-02 - 8400 S. Harrison Avenue, Farwell – Grant Township (mobile plus attachments)

Residential structure; parcel 18-013-350-149-00 – 1691 Maple Street, Lake – Garfield Township (mobile)

Commercial structure; parcel 18-530-051-00 – 9434 Terry Street, Lake – Garfield Township (commercial building plus garage)

and wishes to retain the services of the Contractor to accomplish this work;

NOW, THEREFORE, the Authority and Contractor agree as follows:

**A. SCOPE AND NATURE OF WORK**

The Contractor shall provide all labor, tools, materials, equipment, transportation, and all incidental supplies necessary to complete the hazardous material abatement of the above identified properties as listed in the attached Request for Proposals (Exhibit 1).

**B. TRADE STANDARDS**

The Contractor shall complete work in compliance with all applicable trade standards, and all applicable Federal, State, and local codes and regulations.

**C. OPEN HOLE INSPECTION**

Contractor must accommodate Authority staff and allow for an open hole inspection prior to backfill on each site, if applicable.

#### D. COMPLETION TIME

The Contractor shall complete all work in a timely and workmanlike manner, but in no case later than \_\_\_\_\_.

#### E. PERMITS

The Contractor shall obtain and pay for all applicable permits for this project.

#### F. PAYMENT

The Authority agrees to pay the Contractor a sum not to exceed \_\_\_\_\_ within thirty (30) days after satisfactory completion of the project, proof that all landfill invoices have been paid to the respective municipalities, and all required inspections and approvals and documentation has been provided.

#### G. SAFETY MEASURES

The Contractor shall be responsible for the implementation and maintenance of safety measures in the areas where work is being performed.

#### H. GENERAL TERMS AND CONDITIONS

1. Cancellation: CANCELLATION OF THIS AGREEMENT by the Authority may be for (A) default by the Contractor, or (B) lack of further need for the service. Default is defined as the failure of the Contractor to fulfill the obligations of this contract, and in this case, cancellation may be immediate. The Authority may also cancel this Agreement for any reason by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
2. Assignability: This contract is not assignable by the Contractor, either in whole or in part, without the prior written consent of the Authority.
3. Records, Accounts, and Audits: The Contractor shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, and other necessary documentation to assure a proper accounting of all contract funds. Such records shall be made available to the Authority upon request for audit purposes.
4. Officials Not to Benefit: No member of the Authority or any individual employed by the Authority shall be permitted to share in this contract, or any benefit that arises from it.
5. Nondiscrimination: The Contractor agrees to comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.



6. Oral Agreements: This contract is to be considered a complete document between the Authority and the Contractor and each warrants that there are no mutual oral agreements.
7. Additional Federal and State Provisions: Contractor shall be bound by the additional federal and state provisions outlined on the attached Exhibit 3 which are hereby incorporated by reference.

#### I. INSURANCE AND INDEMNIFICATION

The Insurance and Indemnification provisions contained in the attached Request for Proposals (Exhibit 1) are incorporated in, and made a part of, this Agreement as though fully set forth herein. Prior to work commencing, an Insurance Certificated identifying the Clare County Land Bank Authority as an additional insured shall be provided.

#### J. STATE LAND BANK GRANT FUNDING

It is understood that part or all of the funding for the demolition of the properties included in this contract is coming from the State Land Bank Authority per Grant Agreement # SLBA-00331. Certain documentation may be required per the grant requirements. The full grant agreement is included in Exhibit 2.

#### K. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor is an independent contractor, and that its employees, servants, and agents shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the Authority. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits from the Authority such as, including but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity pay. The Contractor shall be responsible for paying any salaries, wages, or other compensation due to its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including but not limited to income, social security, and unemployment taxes to the proper Federal, State, and local governments. The Contractor shall carry Worker's Compensation insurance coverage for its employees as required by law and shall provide the Authority with proof of such ongoing coverage.

#### L. WARRANTIES

The Contractor shall at its own expense correct any defect arising from its work, including materials and labor, for a period of not less than one (1) year from the date of final acceptance by the Authority.

All manufacturers' written warranties, if any, for any material used in this project are to be provided to the Authority upon completion of the project.

M. ENTIRE AGREEMENT

The Authority and the Contractor agree that this document and all exhibits attached hereto constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CLARE COUNTY LAND BANK AUTHORITY, \_\_\_\_\_,

\_\_\_\_\_  
Jenny Beemer-Fritzingler,  
Clare County Land Bank Authority Chair

DATE \_\_\_\_\_

DATE \_\_\_\_\_