

May 13, 2009

**Notice of Release of Request for Quote
Packet #ICLB 09-001 Demolition and Disposal
of properties listed in the Attached Document**

The Ingham County Land Bank is seeking quotes for the Demolition and Disposal of various properties located in Ingham County.

The successful bidder will propose a per house price that will include the tasks delineated in the attached proposal including the demolition and disposal of the listed property, as well as the backfilling, grading and seeding of those properties.

The successful bidder will be given access to twenty (20) properties . The bid should include an estimate of the time frame necessary to conclude the tasks delineated in the Scope of Work.

Quotes must be in the Land Bank Office located at 422 Adams St., Lansing, Michigan 48906 by 5:00 P.M. on May 27, 2009.

Any questions regarding the preparation of the bid packet should be addressed to Art Potter at arthurdpotter@comcast.net

Sincerely'

Mary Ruttan
Executive Director
Ingham County Land Bank

INVITATION TO BID #ICLB 09-001

The Ingham County Land Bank will receive sealed bids marked clearly on the outside of the package with " Packet #ICLB 09-001" at their office at 422 Adams, Lansing, Michigan 48906 for the Demolition and removal of residential structures as designated at each location listed within these documents. Proposals will be accepted until 5:00 P.M. on Wednesday, May 27, 2009. Bids will not be accepted after the date stated in this document.

One set of bid documents will be provided to all Contractors holding a Michigan Demolition Contractors license. These documents may be obtained at the office of the Land Bank at 422 Adams, Lansing, Michigan 48906 after May 13, 2009. Bidders may purchase additional copies at the above office for \$5.00.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent. All responses, inquiries, and correspondence relating to the RFB/ITB and all reports, charts, displays, schedules, exhibit, other documentation, including the Bid Packets after submission become the property of the Ingham County Land Bank. No Bid may be withdrawn for a period of thirty (30) days after submission. Bids offering less than thirty (30) will be considered non-responsive and will be rejected.

The Ingham County Land Bank reserves the right to reject any or all Bids and to waive irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the interest of the Ingham County Land Bank.. It is the intent to award the project to the lowest responsive and responsible bidder for each structure, or group of structures, on the attached demolition list.

In the event that it is evident to a respondent that the Ingham County Land Bank has omitted or misstated a material requirement to this bid, the respondent shall advise the Land Bank at 517-267-5221. The Land Bank, via E-Mail will notify other bidders of the omission or misstatement.

It is the policy of the Ingham County Land Bank that all vendors who provide goods and services to the Land Bank by contract, shall, as a condition of providing goods and services, adhere to all Federal, State, and Local Laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453 as amended.
2. The Persons with Disabilities Civil Rights Act' 1976 P.A. 220, as amended.
3. Section 504 of the Federal Rehabilitation act of 1973' PL 93-112, 87 Stat. 355, as amended, and rules adapted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 thru 12101 et seq.), as amended, and regulations promulgated thereunder.

Furthermore the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to the Land Bank shall be regarded as a material breach of any contract between the Land Bank and the Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

Vendors contracting with the Ingham County Land Bank primarily to perform services are required to pay their employees a "living wage" if the following two (2) conditions apply;

1. The total expenditure of the contract or the total of all contracts the vendor has with the Land Bank exceeds \$50,000 in a twelve month calendar; and,

2. The employer has more than five (5) employees.

Subcontractors providing services who employs five (5) or more employees and where the total value of the contract exceeds \$25,000 are also required to provide a living wage.

“Living Wage” is defined as; an hourly wage rate is equivalent to 125% of the federal poverty level. For 2009 that figure is \$13.78 per hour. Twenty per cent of the “ Living Wage” costs paid by the employer can be for an employee’s health care benefit’ This wage rate applies to part-time and full-time employees.

This Agreement shall be construed according to the laws of the State of Michigan. The Land Bank and the respondent agree that the venue for the bringing of any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations

The Respondent certifies that this bid has not been made or prepared in collusion with any other bidder and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other bidder and will not be so communicated to any other bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

The respondent who is selected shall, at its own expense, protect, defend, indemnify, save and hold harmless the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of/or reimbursed to the Ingham County Land Bank, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan
And with insurance carriers acceptable to the Ingham County Land Bank that have a minimum A.M. Best Company’s Insurance Report rating of A or A- (Excellent).

A. Worker’s Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:

- 1.) Contractual Liability
- 2.) Products and Completed Operations
- 3.) Independent Contractors Coverage
- 4.) Broad Form General Liability endorsement or equivalent

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than

\$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.

E. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "additional Insured": the Ingham County Land Bank, all its elected and appointed officials, all its employees and its volunteers, all its Board, Commissions and/or authorities and Board members, including employees and volunteers thereof.

F. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 422 Adams St., Lansing, Michigan 48906."

G. Proof of Insurance - The respondent shall provide to the Ingham County Land Bank at the time the contracts are returned by it for execution, two (2) Copies of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

The successful bidder will be required to submit an IRS Form W-9 prior to any work being started.

Bid Form #ICLB09-001

SUBMITTED TO: Ingham County Land Bank
422 Adams St.
Lansing, Michigan 48906

FOR: Invitation to Bid #ICLB09-001 Demolition and removal of residential structures in Ingham County

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

TO: Ingham County Land Bank

The Bidder, in compliance with your invitation for bids for the demolition and removal of residential structures, having examined the scope of work and specifications prepared by the Ingham County Land Bank, having inspected the individual properties listed below, and being familiar with all conditions surrounding the demolition and removal of 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.

DEMOLITION AND REMOVAL OF LISTED RESIDENTIAL PROPERTIES

Demolition and removal of residential properties as specified in scope of services.

<u>PARCEL NUMBERS</u>	<u>PROPERTY ADDRESS</u>	<u>BID PRICE</u>
33010103377151	2222 Rheamount Ave	\$
33010106129101	3214 Westmount Ave	\$
33010109176073	1611 N. Capitol Ave	\$
33010109176082	1617 N. Capitol Ave	\$
33010110378281	1024 May st.	\$
33010114378133	500 S. Francis (House only)	\$
33010114379111	538 S. Mifflin Converted Garage in Back only	\$
33010117403331	1115 Chelsea Ave.	\$
33101021481010	1711 Linval St.	\$
33010122305251	1410 Lyons Ave.	\$
33010130478021	3323 Viking Rd.	\$
33010131276081	2610 Greenbelt Dr.	\$
33010133379071	4927 Stafford Ave.	\$
33010508227031	6211 Marywood Ave.	\$
33210114452004	417 S. Detroit St.	\$
33010108231061	1044 Queen St.	\$
33010122257081	1227 Dakin	\$
33010132375031	4625 Christiansen	\$

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 Ingham County Land Bank 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 Ingham County Land Bank within ten (10) days.

CERTIFICATION OF SITE VISIT

The undersigned hereby affirms that it has complied with requirement for visiting the site as detailed in the Instructions to Bidders.

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.

P.O. Box (if applicable) _____
Street _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ E-Mail _____

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

Individual _____

Partnership _____

Corporation _____, State of Incorporation _____

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

This Bid is submitted in the name of:

Contractor

by _____

Title _____

Signed and sealed this ____ Day of _____ 20 __

SCOPE OF SERVICES

DESCRIPTION

This project consists of building and site demolition of buildings and basement/foundation including backfill of the excavation, securing all necessary permits (demolition, water/sewer cuts soil erosion and any other required permits by Local, State or Federal government.) and disconnect water and sewer utilities or cap wells and abandonment of septic (if any).

A description of the work of the contract can be summarized as follows:

1. Site and Building demolition

A. Locate property corners and lot lines accurately to set limit of Demolition

B. Site and building demolition including the removal of structures, basement, footings, landscaping and walls, cut brush and trees and or bituminous/concrete pavement and miscellaneous debris on site.

2. Protection of trees - It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished.

3. Site restoration- Site restoration including fill and compaction all disturbed areas, seeding and mulch as follows; 30% perennial rye, 30% Kentucky Bluegrass, 40% creeping red fescue applied at the rate of 100 lbs per acre, placed upon 3 inches of topsoil and mulched with straw or wood fiber.

4. Except for items indicated to remain the Land Banks property, demolished materials shall become the Contractor's property and shall be removed and disposed of legally.

WORK SCHEDULE

Work should be scheduled for the most efficient operation. Coordinate with utility companies and/or local agencies to verify the shutting off and capping utility services (gas, electric, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to the start of demolition

Once Hazmat and asbestos remediation has been completed and Contractor has been given permission to proceed the Contractor shall submit the required NESHAP notice to the MDEQ and submit to the Land Bank for review a tentative schedule of completion dates and work plan for the aforementioned work. The deadline for substantial completion (defined as all actual field work completed) is July 30, 2001 with total completion (defined as all paper work and bills submitted) scheduled for August 14, 2009

Contractor shall notify the Land Bank's representative 24 hours in advance of any sub-contractor being on site and provide the subs company name, address, telephone and FAX number. Contractor will furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and sub-contractor prior to commencement of work. Certificates shall be sent to the Ingham County Land Bank, 422 Adams St., Lansing, Mi. 48906

CONTRACTORS USE OF PREMISES

During the period of this contract the Contractor shall have full use of the lots occupied by the structures listed in this contract. The Contractors use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded.

Do not disturb portions of the site beyond the areas which the work is indicated.

1. Driveways and Entrances: Keep driveways and entrances servicing adjacent properties

clear.

2. Drive approaches located between the sidewalk and curb must be left as is.
3. Any debris or sedimentation deposited in the road right-of-way shall be properly removed by the Contractor at the Contractors expense.

PROJECT CONDITIONS

Dust Control

1. The Contractor will use all means necessary to control dust on and near the work and on or near all off-site areas if such dust is caused by Contractors operations during performance of the work or if it results from the condition in which the contractor leaves the site.
2. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.

Protection

1. The Contractor will use all means necessary to protect adjacent property before, during and after demolition work.
2. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the Land Bank and at no cost to the Land Bank.

Safety

The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.

PRODUCTS

Fill Material

All fill material except MDOT Class II Granular Material shall be subject to the approval of the Land Bank.

For approved fill material, notify the Land Bank in advance of the intention to import material, its location and the sources name, address, and telephone number.

Provide either analytical data or certification from the source documenting that all off-site materials to be used as backfill or fill is uncontaminated. The following tests shall be performed, by the source or by the Land Bank at the Contractors expense, for certification of contaminate free fill

1. Volatile Organics (Method 8260)
2. Semi-volatile Organics (Method 8270)
3. Pesticides/PCBs (Method 8080) and
4. Metal tests for arsenic, barium, cadmium, copper, lead, , mercury, selenium, silver and zinc matter.

Fill material shall be free of rocks or lumps larger than 6 (six) inches in greatest dimension.

Pulverized building materials shall not be used as fill material.

Fill from off-site shall be from a commercial source.

EXECUTION

Preparation

1. Protect structures, utilities, sidewalks, pavements and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

2. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, drives and walkways.

3. Protect existing trees to remain.

Dewatering

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, or flooding project site and surrounding area.

2. Protect sub-grades from softening and damage by rain or water accumulation.

Excavation

1. Do not use explosives.

2. Excavation is unclassified and includes excavation to required sub-grade elevations regardless of the character of materials and obstructions encountered.

Stability of Excavations

Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

Approval of Sub-grade

1. Notify the Land Bank when excavations have reached required sub-grade.

2. When the Land Bank determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.

3. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities.

Backfill

Backfill excavations promptly, but not before completing the following:

1. Receipt of approval from the Land Bank
2. Acceptance of removals below finish grade
3. Removal of trash and debris from excavation
4. Removal of temporary shoring and bracing and sheeting.

Fill

Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface

When sub-grade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.

Place fill in layers to an elevation of between 6" to 12" above adjacent undisturbed ground.

Moisture Control

Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry satisfactory soil that is too wet to compact to specified density.

Compaction

Place backfill or fill materials in layers not more than 12 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by the land Bank. Heavy Equipment such as loaders, bulldozers, etc. may be used to achieve compaction. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

Grading

General: Uniformly grade areas to a smooth surface, free from irregular surface changes

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

Site Grading: Slope grades to direct water to adjacent right-of-ways. Provide a uniform finished

surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

Protection

All trees 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged the Contractor shall replace damaged tree if directed by the Land Bank.

Protecting Graded Areas: Protect newly graded area from traffic, freezing, and erosion. Keep free of trash and debris.

Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.

Settling: Where settling occurs during the project correction period, remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.

Disposal of Surplus and Waste Material

Disposal: Remove surplus satisfactory soils and waste material, including unsatisfactory soil, trash, debris and legally dispose of it off of Land Bank Property.

The work of excavating, filling, and grading shall be included in the lump sum project cost.. The work of grading shall include all labor, materials, and equipment necessary for filling and compacting the sub-grade prior to placing any improved surface. Any areas disturbed by construction activities shall be regarded and reseeded as necessary.

All permits, Landfill tickets, receipts for disposal, and other proof of compliance shall be presented to the Land Bank once approval of work by the Land Bank has been obtained. Payment will be made within two (2) weeks of all paperwork being turned in to and approved by the Ingham County Land Bank.