

December 7, 2011

**Notice of Release of Request for Quote
Packet #NSP2 11-004-01 Removal and Disposal
of Listed Hazardous Materials
at properties listed in the attached document**

The Ingham County Land Bank is seeking quotes for the Removal and Disposal of Hazardous Materials at 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 removal and proper disposal of certain hazardous materials at the listed 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 Ingham County Land Bank NSP2 office located at the Neighborhood Empowerment Center, 600 W Maple Street, Lansing, Michigan 48906 by 11:00 am on December 21, 2011.

Any questions regarding the preparation of the bid packet should be addressed to Shanda Wrozek at hcwrozek@ingham.org.

Sincerely,

Shanda Wrozek
Deputy Director
Ingham County Housing Commission

**Abatement of Hazardous Materials in
Anticipation of Demolition of
Residential Properties in Ingham County**

Invitation to Bid #NSP2 11-004-01

General

The Ingham County Housing Commission, on behalf of the Ingham County Land Bank will receive sealed bids marked clearly on the outside of the package with "Packet #NSP2 11-004-01" at the NSP2 office located at the Neighborhood Empowerment Center, 600 W Maple Street, Lansing, Michigan 48906 for the abatement of hazardous materials as designated at each location listed within these documents.

Proposals will be accepted until 11:00 am on December 21, 2011. Bids will not be accepted after the date and time stated in this document. A bid opening will be held at the above office on December 21, 2011 at 11:01 am.

One set of bid documents will be provided to all Contractors holding a Hazardous Material Abatement certification. These documents may be at the Neighborhood Empowerment Center, 600 W Maple Street, Lansing, Michigan 48906 after December 7, 2011, or on our website at www.inhamlandbank.org. Refer to NSP2 11-004-01.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent.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, inquires, and correspondence relating to the Invitation to Bid and all reports charts, displays, schedules, exhibit, or other documentation, including the Bid Packets become the property of the Ingham County Land Bank after the due date for submission. No bid may be withdrawn for a period of sixty (60) days after submission. Bids offering less than sixty (60) days will be considered non-responsive and will be rejected.

The Ingham County Housing Commission, on behalf of the Ingham County Land Bank reserves the right to reject any or all Bids and to waive any 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 best interest of 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 list.

In the event that it is evident to a respondent that the Ingham County Land Bank has omitted or misstated a material requirement(s) to this bid, the respondent shall advise the Ingham County Housing Commission at hcwrozek@ingham.org (517)676-7226. The Housing Commission will notify other bidders of the omission or misstatement.

Federal and State Requirements

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 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of

Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

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 an 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, 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 Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, vendors will be responsible for compliance with other Federal, State and local laws, ordinances, rules and regulations, and policies, as they may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)
3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).
6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Access and Retention of Records

Respondent agrees to provide access by the City of Lansing, ICLB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.

Respondent also agrees to retain all required records for five (5) years after completion of the work, receipt of final payments and all other pending matters are closed.

Living Wage

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 (12) month period; and
2. The employer has more than five (5) employees.

Subcontractors providing services who employ 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 equivalent to 125% of the federal poverty level. For 2011, that figure is \$13.98 per hour. Up to twenty percent (20%) 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.

Legal Venue

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 bringing of any legal or equitable action under this bid or any resulting 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.

Collusion

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.

Hold Harmless

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, the Ingham County Housing Commission and its 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, the Ingham County Housing Commission and its 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 on behalf of/or reimbursed to the Ingham County Land Bank, its officers, the Ingham County Housing Commission, 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 of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.
2. 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:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
3. 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.
4. 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.
5. 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, agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. 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."
7. 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.
8. Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the Land Bank's satisfaction. It is the Vendor's responsibility to provide evidence of the renewal of any insurance policy.
9. Withholding Payments – The Land Bank may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.

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

Complete inspection reports are available for reference at the Ingham County Land Bank NSP2 office located at the Neighborhood Empowerment Center, 600 W. Maple Street, Lansing, Michigan 48906, Monday through Friday 8:00 am to 5:00 pm.

Bid Form #NSP2 11-004-01
SUBMITTED TO: Ingham County Land Bank – NSP2
Neighborhood Empowerment Center, 600 W. Maple St.
Lansing, Michigan 48906
FOR Invitation to Bid #NSP2 11-004-01 Abatement of
Hazardous Materials within residential structures in Ingham County

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

TO: Ingham County Land Bank

The Bidder, in compliance with your invitation for bids for the abatement of hazardous material within residential structures, having examined the scope of work and specifications prepared by the Ingham 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	33-01-01-09-126-071	202 Russell	
2	33-01-01-09-476-031	810 Center St.	
3	33-01-01-09-255-101	1419 Center	
4	33-01-01-09-255-111	1425 Center	
5	33-01-01-09-226-091	1917 Polly	
6	33-01-01-03-353-181	716 Vance	
7	33-01-01-03-352-101	800 Vance	
8	33-01-01-10-179-011	1536 Vermont	
9	33-01-01-10-132-241	1635 Vermont Ave	
10	33-01-01-10-252-091	1504 Ohio Ave.	

TOTAL \$ _____

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

Ingham County Housing Commission 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 Housing Commission within ten (10) 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
- Woman Owned Business

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

NAME	ADDRESS

This Bid is submitted in the name of

(Contractor)

By _____

Title _____

Signed and sealed this _____ day of _____, 20____.

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.

If removal of windows is necessary during the abatement of hazardous materials, steps must be taken to secure the opening left after the removal. (ie: OSB board).

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 Ingham County Housing Commission
- 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 hazardous material survey in Appendix A.
- Dispose of regulated materials in licensed landfills with proper transport
- Provide disposal documentation including copies of abatement waste transportation and disposal records to Ingham County Housing Commission.

APPENDIX A

HAZARDOUS MATERIAL & ASBESTOS REMOVAL SURVEY SUMMARY

List of Hazardous Materials and Asbestos Containing Materials which are friable:

Note: Other ACM, generally asphalt shingles, transite siding, and vinyl floor tile, do exist, but are not friable in current condition.

Address	Location	Material Description	Qty
202 Russell St	1st and 2nd Floor (in the wall between)(4 on 1 st - 1 on 2 nd)	Duct/boot wrap	10 ft.
		Fluorescent bulbs – all lengths	1
		Smoke Detectors	1
		Mercury Switches	1
		Auto and Truck Tires	1
800 Vance St		Smoke Detector	1
		Mercury Switch	1
		Auto and Truck Tires	1
716 Vance St		Mercury Switches	1
		Paint can – 1 gallon or less	4
		Auto and Truck Tires	1
		Household Chemical Containers	45
810 Center St		Fluorescent bulbs – all lengths	1
		PCB Ballasts	4
1419 Center St		Fluorescent bulbs – all lengths	4
		PCB Ballasts	4
		Mercury Switches	1
		TVs and Computer Monitors	2
		Paint Can – 1 Gallon or Less	5
		Auto and Truck Tires	2
		Cans w/Liquid 1-15 gal.	4
		Fire Extinguisher	1
	Exterior Windows	Asbestos Containing Window Caulk	22 exterior windows
	Family Room	Asbestos Containing 9x9 Floor Tiles	400 ft2
	2 nd Floor Kitchen	Asbestos Containing Linoleum	100 ft2
	1 st Floor	Duct/boot Wrap	4
	Basement	Duct/boot Wrap	40 ft
1425 Center St		Mercury Switches	1
	1st and 2nd Floor (in the wall between)	Duct/boot Wrap	10 ft
	1 st Floor	Duct/boot	3 Boots

Address	Location	Material Description	Qty
1425 Center St cont...	2 nd Floor	Duct/boot	1 Boot
1504 Ohio St		Household Chemical Containers	1
1536 Vermont Ave		Fluorescent bulbs – all lengths	4
		PCB Ballasts	2
		Mercury Switches	1
		AC Units	1
	Basement and 2 nd Floor	Asbestos Containing 9x9 Floor Tiles	1,000 ft2
1635 Vermont Ave		Paint Can – 1 gallon or less	1
		Cans w/liquid 1-15 gal.	1
1917 Polly		Fluorescent bulbs – all lengths	2
		PCB Ballasts	1
		Smoke Detectors	1
		Mercury Switches	1
		Computer/Electronic Equipment	2
		Paint Can – 1 gallon or less	27
		Household Chemical Containers	1
		Fire Extinguishers	1
	Exterior Siding	Asbestos Containing Transite Siding	1,500 ft2
	Basement	Duct/boot Wrap	5 ft.
	Basement	Duct/boot	2