

SPECIAL MEETING MINUTES

Wednesday, November 1, 2023
1:00 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners' Meeting Room

Members Present: Rachel Nelson, Chair; Gary Buren, Vice Chair; Julie Griffis, Secretary/Treasurer; Eric Gustad

Members Absent: Greg Carlson

Others Present: Tracy Davis, Housing Ready Program Coordinator; Katie Mehl, Planning Interim Director; Susan Wenzlick, Fishbeck (via Zoom); Therese Searles, Fishbeck (via Zoom); Lindsey Traeger, Recording Secretary

Rachel Nelson, Chair, called the meeting to order at 1:00 P.M. Roll call was taken by the Recording Secretary.

No public comment.

The Land Bank reviewed bids in response to the RFP for Abatement and Demolition of Vacant Residential and Commercial Property (305 1st Street, 1001 Kosciusko Street, 530 Davis Street, 616 Engelman Street) (APPENDIX A). Two bids were received - Bay Area Demolition LLC and Swidorski Bros. Excavating LLC. A summary and budget information were presented (APPENDIX B).

Discussion was had amongst the Land Bank Authority and Ms. Wenzlick and Ms. Searles from Fishbeck. It was noted that there may be an underground storage tank (UST) at 305 1st Street. If that is something that turns up, it will need to be taken care of by a contractor with a HAZWOPER certification. It was also noted that Swidorski's don't have a license, which is a requirement of the grant funding. They submitted the license of Lawrence Kessler DBA Kessler Construction, and stated that he is an on-staff licensed builder/demolition consultant. Ms. Nelson reached out to the State Land Bank Authority to find out if this would be acceptable. They responded that this should be ok if Mr. Kessler provides a signed letter allowing Swidorski's to utilize his license for the project. There was also discussion regarding if Mr. Kessler also needs to have a company license, or just an individual license, which is determined by the type of business (sole proprietor, LLC, etc). It was also recommended that a copy of the contract between Mr. Kessler and Swidorski's be obtained.

There was a motion by Mr. Gustad, supported by Ms. Griffis, to award the RFP for Abatement and Demolition of Vacant Residential and Commercial Property (305 1st Street, 1001 Kosciusko Street, 530 Davis Street, 616 Engelman Street) to Swidorski Bros. Excavating LLC, not to exceed \$86,000, contingent upon the following: a copy of the contract between Mr. Kessler and Swidorski's; a signed letter from Mr. Kessler allowing Swidorski's to utilize his license for the project; verification of Mr. Kessler's type of business and appropriate licensure; and an underground storage tank removal plan, including HAZWOPER certified contractor. Ms. Nelson is authorized to execute the agreement upon satisfaction of all contingent items.

A roll call was taken:

Yeas: 4 (Nelson, Buren, Griffis, Gustad)

Nays: 0

Absent: 1 (Carlson)

Motion carried.

There being no further business to come before the Authority, the meeting was adjourned at 1:57 P.M.

Respectfully Submitted,

Julie Griffis, Land Bank Authority Secretary/Treasurer

**MANISTEE COUNTY LAND BANK
AUTHORITY**

REQUEST FOR PROPOSAL

**ABATEMENT AND DEMOLITION OF VACANT
RESIDENTIAL AND COMMERCIAL PROPERTY**

**305 1st Street, Manistee
1001 Kosciusko Street, Manistee
530 Davis Street, Manistee
616 Engelman Street, Manistee**

**BID RELEASE DATE:
October 16, 2023**

**BIDS DUE:
October 30, 2023, by 3 p.m. EST**

Bids shall be delivered via email to:

Rachel Nelson, Manistee County Land Bank Authority
ranelson@manisteecountymi.gov

and to

Therese Searles, Fishbeck
tsearles@fishbeck.com

Susan Wenzlick, Fishbeck
swenzlick@fishbeck.com

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REQUEST FOR PROPOSAL ABATEMENT & DEMOLITION OF VACANT RESIDENTIAL AND
COMMERCIAL PROPERTY**

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Request for Bid
Abatement and Demolition of Vacant Residential and Commercial Property
in the City of Manistee
305 1st Street, 1001 Kosciusko Street, 530 Davis Street, 616 Engelman Street

Section 1: General Information

1. The Manistee County Land Bank Authority (MCLBA) is hereby soliciting proposals from qualified vendors for the abatement and demolition of a commercial building at 305 1st Street and three houses located at 1001 Kosciusko Street, 530 Davis Street, and 616 Engelman Street in the City of Manistee, Michigan. The MCLBA is funding this project through the use of a Blight Elimination Grant from the Michigan State Land Bank Authority, and the project will be conducted in compliance with grant requirements, including reporting requirements. Rachel Nelson, Manistee County Treasurer and Chair of the County Land Bank Authority, is the primary point of contact for the project. Demolition includes decommissioning of any remaining utilities, removal of all contents remaining inside the premises and removal of any trash/debris on the exterior of the properties, demolition of the complete structure, removal of foundation and footings, and removal of any exterior concrete slabs on the properties including removal of concrete driveway aprons and driveway curb cuts. Any voids created through excavation will be backfilled with clean fill, compacted, and seeded with a native (non-invasive) seed mix for grass growth. Asbestos abatement is also a required scope of work.
2. There is a contingency scope of work requested, if applicable, to remove and appropriately manage a potential 550-gallon fuel oil tank that may be associated with the property located at 305 1st Street. Specifications are further described in Section 4.9, and the contractor is asked to provide pricing for this contingency scope of work as a separate line item on the Bid Form.
3. The selected contractor shall have the right to salvage and sell the materials, fixtures, or personal property found on the site.
4. The selected contractor may subcontract work but will be responsible for all work. Subcontractors must be approved in advance by the MCLBA and provide proof of insurance coverage the same as the General Contractor.
5. The issue date of this Request for Proposal (RFP) is October 16, 2023.
6. Modifications to this RFP, if any, shall take the form of one or more written addenda. Such addenda shall be considered as part of the original RFP.

Section 2: Background

2.1 The MCLBA holds title interest in the properties located at 1001 Kosciusko Street and 530 Davis Street. The properties at 305 1st Street and 616 Engelman Street are privately owned. Access and demolition agreements have been signed by the private owners.

2.2 The MCLBA has determined that it is in its best interest to demolish these deteriorating structures.

- 305 1st Street consists of one legal parcel occupying approximately 0.174 acres. The 1,536-square-foot commercial building on a slab foundation is in poor condition and has been vacant since at least 2004. Portions of the building date from 1927. Between 1927 and the early 2000s, multiple businesses were located on the Subject Property, including a paint and wallpaper store, an auto repair shop, a welding shop, a hair salon, a floral shop, a dry-cleaning business, and a Disabled American Veterans Hall. A Phase I Environmental Site Assessment (ESA) was conducted in 2023 (attached). A 550-gallon fuel oil tank may be located on the eastern or western side of the building as the Phase I ESA identified the tank as being associated with the property, but no documentation could be found related to removal. Historical uses as an auto repair and a dry cleaner may have resulted in environmental contamination. A Hazardous Materials Inspection (attached) disclosed various types of asbestos-containing materials, including cementitious siding, and lead paint in the building. Asbestos abatement and lead-safe work practices should be included in bids for 305 1st Street. Management of the underground storage tank (UST), if discovered, is considered a contingency scope of work, and pricing should be identified as a separate line item. Additional training and insurance requirement apply for this contingency scope.
- 1001 Kosciusko Street was built in the early 1900s. A two-story, 3,000-square-foot wood-framed, wood-sided house with a full basement constructed of concrete block and cement will be demolished. Asbestos floor tiles totaling 24 square feet in the first-floor bathroom should be abated by the demolition contractor (report attached). No lead sampling was conducted, but given the home's age, lead paint should be assumed. Asbestos abatement and lead-safe work practices should be included in bids for 1001 Kosciusko Street.
- 530 Davis Street mostly consists of trash and a foundation. After a fire, the primary structure was mostly removed. No lead or asbestos sampling has been conducted at 530 Davis Street. Reasonable precautions should be taken to ensure worker and public health and safety during demolition. Also, an existing retaining wall along the property line should be preserved.
- 616 Engelman Street has a dilapidated home located on the property. The 2,000-square-foot home was constructed in 1920 and has a poured concrete basement and crawl spaces on the front and side of the building. The house has wood siding

overlaid with faux brick. A Hazardous Materials Inspection (attached) disclosed various types of asbestos-containing materials and lead paint were also identified in the building. Asbestos abatement and lead-safe work practices should be included in bids for 616 Engelman Street.

Section 3: Scope of Services

3.1 The selected contractor shall be responsible for all elements associated with the safe demolition of each structure, the basement, foundation and footings, concrete slabs, removal of driveway aprons and curbing, cutting and capping any utilities (e.g., sewer and water), removal of building contents, exterior debris removal, and vegetation as necessary, as well as obtaining necessary permits. Sidewalks are not to be removed and should be protected during demolition. Any damage as a result of demolition activities will be repaired at the contractor's expense.

3.1.1 The contractor will work with the MCLBA and its representatives to arrange for the termination of utilities. Gas and electric termination will be initiated by the MCLBA or the prospective private property owners. Confirming utilities have been terminated is a responsibility of the contractor. After locating the sewer line, the contractor should plug with an expandable sewer plug with a minimum of 1 foot of pipe length remaining at the property line. This location should be photographed at the open hole and marked with a 4"x4" painted brown. The contractor should verify with the City of Manistee that the water has been shut off or request that the water be turned off at the curb stop prior to demolition. The contractor should properly cap the water line at the property line, photograph the open hole at location of capping, and mark with a 4"x4" painted blue.

3.1.2 Following demolition, the contractor shall be responsible for disturbed areas. They shall be graded, filled, compacted, and seeded as necessary to stabilize the site and provide desired topography. Driveways and driveway aprons should be graded for drainage following removal. Erosion mats should be used on the slope of the 530 Davis Street property and any other areas determined to be needed. The City of Manistee requires an inspection of the excavated footings prior to backfill as part of the permit requirements. Replacement of removed curb cuts is not required.

3.2 Asbestos. The MCLBA has knowledge of asbestos associated with each structure except at 530 Davis. Please refer to the attached Hazardous Materials Inspection Reports. The contractor is responsible for asbestos abatement prior to the demolition. Therefore, the appropriate level of training and accreditation is required to complete this scope of work. Any subcontractors that will be utilized should be identified at the time of bid submission and must comply with insurance requirements as well as accreditation and training commensurate to complete the subcontracted scope of work. Any suspect material not identified within the surveys and discovered during demolition should be assumed to be asbestos-containing and handled accordingly or demolition stopped and the material sampled to determine asbestos content.

3.3 Lead-Based Paint. The MCLBA has knowledge of lead in painted surfaces at 305 1st Street and 616 Engelman Street. Please refer to the attached Hazardous Materials Inspection Reports. No lead sampling was conducted at 1001 Kosciusko Street, but given the building's age, lead paint may be assumed. Lead abatement is not required. However, any amount of lead triggers the MIOSHA Lead Standard, and lead-safe work practices should be performed in compliance with MIOSHA Part 603, Lead Exposure in Construction Standard.

3.4 Universal Wastes. Prior to demolition, the contractor should determine whether environmentally regulated/universal waste items, such as fluorescent light bulbs and ballasts, fire extinguishers, mercury thermostats, etc. exist within the building. These materials should be removed from the structure in accordance with the Resource Conservation and Recovery Act (RCRA) prior to demolition.

Section 4: General Requirements

4.1 The selected contractor shall be responsible for determining the applicability and obtaining all necessary permits required for the project, including but not necessarily limited to a demolition permit and SESC permit through the City of Manistee and Manistee County, and for arranging any necessary inspections as required pursuant to those permits. As part of the demolition permit process, a walkthrough will be scheduled with the selected contractor and the City of Manistee Police Department prior to demolition to assess for any potential hazardous materials or illegal substances. A post excavation inspection after foundation and footings are removed and prior to backfill is also required as part of the permit process.

4.1.1 The contractor will be required to submit the Notification of Intent to Renovate/Demolish form required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Department of Licensing and Regulatory Affairs (LARA) pursuant to the National Emissions Standards for Hazardous Air Pollutants program. There is a 10-day waiting period after the Notification is filed. Therefore, the Notification will need to be filed with the State of Michigan immediately upon receipt of a Notice to Proceed. The asbestos abatement should be scheduled as soon as feasible with the demolition immediately following. Notifications should also be submitted to the State of Michigan for demolition projects that do not require abatement.

4.1.2. The contractor is required to have commensurate training required to complete building demolitions as well as hold a Residential Builder's License or a Maintenance and Alteration License with a House Wrecking Classification.

4.2 The contractor shall be responsible for arranging for the identification of all underground utilities by contacting MISS DIG at least 72 hours in advance. The MCLBA, or the private property owners, are initiating termination of all utilities for demolition services. However, the contractor shall be responsible for confirming the disconnection of utilities prior to the start of demolition activities. The contractor shall be responsible for cutting and capping of all utilities, including sewer (expandable plug) and water lines servicing the structures and requiring

demolition, if applicable, and pay all costs involved, including the temporary or permanent relocation of power, light, telephone, and other service poles and appurtenant structures, if needed. **Any capped utilities should be photographed in the open hole stage and marked at ground level. Please see section 3.1.1 for further detail.**

4.3 The contractor shall be responsible for obtaining all signs, barricades, fences, and the like necessary to warn the public and prevent members of the public from entering the site in such a manner as to risk injury. The contractor shall be responsible for operating the site in a manner to minimize the risks associated with its being an attractive nuisance during times when demolition activities have been suspended and the site is not occupied by the contractor or its employees or subcontractors. Site security during the entire scope of demolition activities is the contractor's responsibility.

4.4 The contractor shall be responsible for keeping all dust, debris, and demolished material within the project site except when they are being transported to the landfill. Access to water will be provided by the City of Manistee at no cost to the contractor. Coordination with the City Water Department will be the contractor's responsibility.

4.5 The contractor shall submit copies of all landfill weight tickets or similar documentation demonstrating that demolition debris was deposited in a landfill approved for receipt of such materials. Based on grant submittal requirements, all documentation for the 305 1st Street commercial structure should be separate from the documentation associated with the other three residential properties. Further, disposal loads should not contain mixed construction debris from 305 1st Street with any debris from another site address to maintain accurate and separate disposal documentation.

4.6 Time of Work and Completion. The MCLBA has deadlines with the State Land Bank Authority for completing all grant-funded work. Therefore, it is desired that demolition activities commence as soon as feasible. The contractor shall commence pre-demolition work (i.e., obtaining permits, MISS DIG, submitting Notification, etc.) within 48 hours following receipt from the MCLBA's Notice to Proceed. Abatement should be scheduled for immediately following the 10-day waiting period from the State of Michigan. The contractor shall complete all work activities within 30 days thereafter. The contractor shall provide a proposed demolition schedule with the bid submission. The contractor shall inform the MCLBA in writing prior to commencing work on site and not discontinue work for more than five consecutive calendar days without the prior written approval of the MCLBA. The work to be completed pursuant to this RFP will be scheduled between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No work shall be done between the hours of 6:00 p.m. and 7:00 a.m. including the idling of engines in the "warming-up" process.

4.7 Maintenance of Project Site.

4.7.1 The contractor shall not work, store, or operate equipment outside designated work areas without the permission of the MCLBA. Demolition debris should also not be burned, buried, or allowed to accumulate on site.

4.7.2 The contractor's operations shall not interfere with street traffic and shall be conducted to permit access to local residents and emergency vehicles utilizing the public right-of-way.

4.7.3 The contractor shall furnish and maintain all passageways, barricades, guard fences, and lights as necessary to provide for the safety and security of the site.

4.7.4 The contractor shall protect all public and private neighboring property from injury or loss and shall defend and save the MCLBA harmless from all such damages, injuries, and loss occurring because of their work. Costs of cleaning, repair, relocation, or replacement of structures and utilities which interfere with demolition scope of work or are damaged as a result of contractor's operations shall be the contractor's responsibility. **Specifically, please note that all sidewalks on each property need to be protected, along with an existing retaining wall along the property line of the 530 Davis Street property. Photographs of existing condition prior to demolition should be taken.** Means and methods, including safety considerations and protection measures, should be described in the questions included in the Bid Form submitted prior to the start of work activities.

4.7.5 The contractor shall assume full responsibility for loss or damage to the site during the entire demolition period resulting from conditions and from all other causes whatsoever not directly due to the acts or neglect of the MCLBA, including fire, vandalism, and malicious mischief.

4.8 Irregularities or Changes in Scope of Work. The contractor shall notify the MCLBA immediately of any irregularities or changes in the scope of the work.

4.9 Contingency Scope of Work: Management of UST, if discovered. The Phase I ESA conducted on the property located at 305 1st Street identified a buried 550-gallon fuel oil tank associated with the site. Further, documentation for the removal of said tank could not be found. Therefore, there is potential presence of a tank, located either east of west of the structure, and information regarding tank contents is unknown. If discovered, the MCLBA should be notified before any further work commences. A fuel oil tank for onsite consumption is not considered a regulated tank. However, the tank would need to be emptied, rinsed clean, removed from the ground and staged on poly if not immediately placed in a truck to haul offsite, and recycled or disposed. Any contaminated soil should be staged on poly and covered until waste characterization can be performed by the contractor. Once waste acceptance is received, any contaminated soil should be properly disposed of in an appropriate landfill, i.e.,

Type II. All associated documentation such as waste characterization, waste acceptance, waste manifests, etc. should be provided to the MCLBA. The contractor is asked to provide a separate line item to appropriately manage the tank, if discovered. The company completing the UST removal, whether that is the demolition contractor or a qualified subcontractor, would be required to possess current HAZWOPER training and Pollution Liability Insurance (further defined in Appendix A). As this is a contingency scope of work, the responding bidder does not need to possess these credentials. However, the responding bidder does need to be prepared to subcontract this out to a qualified subcontractor that meets these requirements should the tank be discovered.

4.10 Performance and Labor and Materials Bonds. Performance and Labor and Materials Payment Bonds are not required for this project.

Section 5: Specifications

5.1 This RFP identifies the requirements that are considered the minimum by the MCLBA. Specific details described within this RFP notwithstanding, it will be the obligation of the selected vendor to adhere to accepted industry standard methods and practices in completing work and to comply with such local, state, and federal laws and regulations as are applicable to this work.

5.2 Demolition. The contractor shall demolish, remove from the site, and properly dispose of each structure located on each site, including any personal property, materials, and debris found inside and outside the structures, and including asbestos and/or lead-based paint as provided in section 3.2.

5.2.1 The selected contractor shall completely remove all structures, inclusive of garages, basement foundations, footings, any concrete or asphalt slabs including driveway aprons and driveway curb cuts, interior contents, exterior debris, and all other demolition debris from the site.

5.2.2 Demolition will include placement of clean sand backfill, compacted with 12-inch lifts, and grading. The contractor shall indicate what means and methods—e.g., use of rake, handpicking, etc.—will be employed to ensure no debris larger than 3 inches in size shall remain prior to backfill.

5.2.3 Demolition of the structure shall include the demolition or removal of any attachments to the structure such as antennas, chimneys, vents, and the like.

5.2.4 Any damage to surrounding public or private property as a result of demolition activities will be repaired or replaced at the contractor's expense. Photographs should be taken prior to the start of demolition.

5.3 Vegetation. The contractor shall remove all trees, shrubs, and other woody plants growing within 3 feet of the foundation. Stumps of trees shall be ground below surrounding grade level, chips removed, and the hole filled with screened topsoil to a minimum depth of 4 inches. Small immature trees or shrubbery in poor condition may be removed. All other healthy trees and vegetation not in the way of demolition activities shall be preserved.

5.4 Site Restoration. After inspection by the City of Manistee, the contractor shall fill subsurface voids resulting from demolition and removal of the structure. These areas shall be filled with clean sand and compacted in 12-inch lifts, to a depth of 4 inches below the surrounding grade. Four (4) inches of clean topsoil that has grass seed conducive to that growing area shall be placed to bring the level to the surrounding grade and sloped to minimize run-off onto adjacent properties. Mulch blankets, or equivalent, shall be utilized to assist with vegetative growth and stabilization as necessary, especially on the slope of the 530 Davis Street property.

Section 6: Terms and Conditions

6.1 The RFP is not an offer of contract. Receipt of a proposal neither commits the MCLBA to award a contract to any vendor, even if all requirements stated in this proposal are met, nor limits the MCLBA's right to negotiate in its best interest. The MCLBA reserves the right to contract with a vendor for reasons other than lowest price.

6.2 Expenses incurred in the preparation of proposals in response to this RFP are the bidder's responsibility.

6.3 No work performed by the contractor that is out of the scope as defined by the vendor's proposal will be reimbursed unless specifically authorized by the MCLBA in writing.

6.4 The contractor, subcontractors, and their employees shall be considered independent contractors and shall not be deemed employees of the MCLBA for any reason.

6.5 All proposals are subject to the Michigan Freedom of Information Act. Once bids are opened, the information contained therein becomes freely accessible by the public.

6.6 See Appendix A for insurance requirements.

6.7 Payment Terms. This is a grant-funded project, and the Michigan State Land Bank Authority will not release funds to the MCLBA until all final documentation is provided and approved. The contractor shall submit two separate invoices to the MCLBA upon completion of the project: one invoice for the commercial structure located at 305 1st Street and one invoice for the three residential structures located at 1001 Kosciusko, 530 Davis Street, and 616 Engelman Street. All project documentation not previously submitted should also be submitted at this time. The MCLBA intends to pay the submitted contractor invoice with net 30 terms, provided all required documentation has been received.

Section 7: Site Inspection Prior to Bid and Proposal Requirements

7.1 A formal bid walkthrough is not included in this proposal process. Bidding contractors will have the opportunity to inspect each property for a self-guided tour to assist with preparation of the bid. Each property will be open from **Wednesday, October 18, through Friday, October 20, 2023**. No representative will be on site; all properties are known to be in a dilapidated condition, and bidders should enter at their own risk and hold the MCLBA and Fishbeck harmless from any injuries that may result from unguided access to the property. Inspecting the property is not required but is encouraged. Any misunderstanding of the project scope or level of effort required to complete the requested scope of work that comes from a contractor not inspecting the property will not release the contractor from any responsibility outlined within this RFP.

7.2 Questions regarding this RFP shall be submitted in writing by **October 20, 2023, at 12 p.m. (noon)**, directed to Rachel Nelson and submitted to both ranelson@manisteecountymi.gov and tsearles@fishbeck.com. Phone calls can be utilized for clarification if necessary prior to submitting an email. Responses will only be generated for questions received in writing. A written response to all questions asked will be provided to all responding bidders via email by **October 23, 2023**.

For clarification purposes only:

Rachel Nelson
Manistee County Land Bank Authority
Manistee County Treasurer
231.723.3173
ranelson@manisteecountymi.gov

Therese Searles
Fishbeck
Consultant to the Land Bank
269.377.3101
tsearles@fishbeck.com

7.3 The following shall be the minimum contents of the proposal: the completed Bid Form, a copy of the contractor's Residential Builder's License or a Maintenance and Alteration License with a House Wrecking Classification, and proof of insurance or a letter from contractor's insurance company indicating insurance can be obtained in accordance with the specific terms identified in Appendix A.

7.4 The Bid Form and proof of insurance shall be submitted via email to Rachel Nelson of the MCLBA at ranelson@manisteecountymi.gov, as well as Therese Searles of Fishbeck at tsearles@fishbeck.com and Susan Wenzlick of Fishbeck at swenzlick@fishbeck.com. Please include the following words in the email subject line: "Bid for Demolition of Vacant Property, Manistee, Michigan." To be considered, proposals must be received by **3 p.m. on Monday, October 30, 2023**.

7.5 Bids will be reviewed by the MCLBA at a special bid opening meeting on November 1, 2023, at 1 p.m. at the Manistee County Government Center. Bid decision is anticipated to be made at

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this meeting or bid will be awarded by 5 p.m. on November 2, 2023. All submitting bidders will receive a bid tabulation sheet of all submitted bids via email following the bid award.

7.6 Bids submitted may not be withdrawn or modified for 45 days following the date on which they are opened via email by the Grant Manager, Rachel Nelson.

Section 8: Bid Form – Abatement and Demolition of Vacant Property, 305 1st Street, 1001 Kosciusko Street, 530 Davis Street, and 616 Engelman Street, Manistee, Michigan

The undersigned hereby declares that the instructions and specifications, including all appendixes, have been carefully examined, and that the demolition project, inclusive of asbestos abatement, of the vacant property located at **305 1st Street, 1001 Kosciusko Street, 530 Davis Street, and 616 Engelman Street, Manistee, Michigan**, will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least forty-five (45) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that the County reserves the right to reject all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the MCLBA.

Bidding Company _____

Address/City/State/Zip _____

Phone _____ E-mail _____

Authorized Representative/Title _____

Signature _____ Date _____

- 1. Demolition, debris and building content removal, site remediation and restoration, abatement \$ _____
- 2. Contingency Scope: Management of UST, if discovered. (Empty contents, tank removal, management of contaminated soil) \$ _____
- 3. Length of time to complete job (in days) _____
- 4. Estimated start (in # of days) after receiving notice of bid award _____

Check one of the following:

I take no exception to the agreement terms.

Initials: _____

I take exception to a portion of the agreement terms and have provided those exceptions in writing to be considered by the MCLBA.

Initials: _____

Additional Questions required to complete Bid Form:

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information for the owner, president, managing partner, or CEO.

2. Give a brief summary of the history of the business. Include relevant experience of similar projects.

3. Please provide the name and work experience of the project site supervisor you are assigning to this contract. This supervisor will be the main contact for the MCLBA and will oversee contract compliance, timeliness, and work quality.

4. List any subcontractors you intend to use on this project. If you intend to use a subcontractor for a specific portion of the work, e.g., asbestos abatement, but have not yet identified the specific subcontractor, please indicate as such. Subcontractors would need to be identified to determine insurance and accreditation requirements prior to bid award.

5. List any professional licenses/certifications of the company or employees assigned to this contract as applicable to this project.

6. Has your company had a similar contract terminated for cause within the last three years? If yes, please explain.

7. Has your company had any workplace violations in the last five years. If yes, please explain.

8. How are claims handled, such as property damage caused by your operation?

9. Please provide the names, phone numbers, and email addresses of at least three construction customers for whom you have completed demolitions within the last five years. If possible, these customers should be governmental or public entities.

10. Please provide a proposed demolition schedule.

11. Please describe your means and methods that account for equipment staging and operations, overall safety, protecting the public, demolition employees, private and public property, and any other considerations that are pertinent. (Add additional page if needed.)

Section 9: Non-Iran Linked Business Certification

9.1 Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering any contract for goods and services with any prospective vendor, the County must obtain certification from the vendor that it is not an "Iran-Linked Business."

9.2 By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran-Linked Business," as that term is defined in Section 2€ of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

Company Name

Authorized Representative

(printed name and title)

Signature _____ **Date** _____

AGREEMENT
(To be executed upon award of bid)

THIS AGREEMENT, made this _____ day of _____ 2023 by and between the Manistee County Land Bank Authority (Contract Holder) and _____ doing business as an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR will commence and complete the demolition of:

ABATEMENT AND DEMOLITION OF VACANT PROPERTY, 305 1ST STREET, 1001 KOSCIUSKO STREET, 530 DAVIS STREET, AND 616 ENGELMAN STREET, MANISTEE, MICHIGAN

The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of the PROJECT described herein.

- 2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS (initiating filing of Notification) within 2 (TWO) calendar days after the date of the NOTICE TO PROCEED and will complete the contracted scope of work as efficiently as feasible and within the earlier of forty-five (45) days or before December 15th unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 3. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ and a separate contingency budget of \$_____, if applicable, or as shown in the BID schedule.
- 4. The term "CONTRACT DOCUMENTS" means and includes the following:

- (1) General Information
- (2) Background
- (3) Scope of Services
- (4) General Requirements
- (5) Specifications
- (6) Terms and Conditions
- (7) Site Inspection Prior to Bid and Proposal Requirements
- (8) Bid Form – Abatement and Demolition of Vacant Property
- (9) Non-Iran Linked Business Certification
- (10) Agreement – To be executed upon award of bid
- (11) Appendix A – Insurance Requirements
- (12) Appendix B – Bidder’s Checklist
- (13) Attachments

- 5. The CONTRACT HOLDER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

CONTRACT HOLDER: Manistee County Land Bank Authority

BY _____
 Name Rachel Nelson
 Title Chair, Manistee County Land Bank Authority

WITNESS _____
 Name _____
 (please print)

CONTRACTOR:

 BY _____
 Name _____
 (please type)
 Address _____

WITNESS _____
 Name _____
 (please print)

APPENDIX A – Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the MCLBA.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all no-owned vehicles, and all hired vehicles.
4. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Manistee County Land Bank Authority, Fishbeck, Rick Adams, and Blarney Castle Oil Co.
5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: RACHEL NELSON, MANISTEE COUNTY TREASURER, 415 THIRD STREET, MANISTEE, MI 49660.
6. Additional Requirements if UST is Discovered: Pollution Liability Insurance with a minimum limit of \$1,000,000 per aggregate will be required for the contractor or subcontractor that will be removing the UST. The contractor or subcontractor shall provide at its own cost any additional insurance which is required by law or which it considers necessary to conduct the requested services.

APPENDIX B – Bidder’s Checklist

v	Checklist Items
	1. Completely reviewed this Invitation to Bid document and understand all requirements. Must return the completed Bid Form, questions, proposed timeline, and required attachments.
	2. Calendar check – Bid must be submitted by October 30, 2023, by 3 p.m.
	3. Calendar check – Optional but encouraged self-guided site inspections October 18–20, 2023, at 305 1st Street, 1001 Kosciusko Street, 530 Davis Street, and 616 Engelman Street, Manistee, Michigan.
	4. Completed required non-Iran linked business certification form and returned with entire Invitation to Bid Packet.
	5. Required attachment – Proof of insurance or proof of insurability from insurance agent, labeled Exhibit A.
	6. Required attachment – Copy of contractor’s Residential Builder’s License or a Maintenance and Alteration License with a House Wrecking Classification.

ATTACHMENTS

Hazardous Materials Inspection Report, 616 Engelman Street, Manistee, Michigan (Fishbeck, September 2023)

Hazardous Materials Inspection Report, 305 1st Street, Manistee, Michigan (Fishbeck, September 2023)

Phase I Environmental Site Assessment, 305 1st Street, Manistee, Michigan (Fishbeck, September 2023)

Asbestos Inspection Report, 1001 Kosciusko Street, Manistee, Michigan (ASTECH, December 2022)

**Bid tabulation – Manistee County Land Bank Authority
Demolition bids for 305 1st Street, 1001 Kosciusko Street, 530 Davis Street, and 616 Engelman Street, Manistee**

The RFP was emailed to seven potential bidders; three bidders without email addresses were contacted by phone; and an announcement was published in the Manistee newspaper and shared on Builders Exchange. Two bids were received by the deadline of October 30, 2023, at 3:00 pm.

Bidders were asked to respond to four questions, listed below.

Cost for demolition, debris and building content removal, site remediation and restoration, and abatement	Cost to manage an underground storage tank if discovered. Empty contents, tank removal, management of contaminated soil.	Length of time to complete job (in days)	Number of days to start job after receiving bid award
Bay Area Demolition bid: \$144,750 (revised amount)	Bay Area Demolition bid: \$12,500	Bay Area Demolition: 28 working days	Bay Area Demolition: 13
Swidorski Bros. Excavating bid: \$79,500	Swidorski Bros. Excavating bid: \$6,500	Swidorski Bros. Excavating: Approx. 20 days at 2-7 days per site. Will be completed by 12/31/23	Swidorski Bros. Excavating: 2 days to begin pre-demo work items

Bay Area Demolition bid is much higher than available grant funding and would require a significant contribution from the land bank.

Manistee County Blight Elimination Grant Funds

	Address	Phase I	Lead-Asbestos Survey	Demo & Abatement	Utility Disconnect	Contingency	Quiet Title	Admin / RFP / Demo oversight	Total	App Round	Owner	Use
BUDGET	305 1st Street*	\$ -	\$ 7,000	\$ 25,000	\$ 500	\$ 3,250	\$ -	\$ 2,860	\$ 38,610	2	Blarney Castle	Commercial
ACTUAL/LOW BID		\$ 2,500	\$ 7,000	\$ 19,875	\$ 720	\$ 1,625	\$ -	\$ 2,860	\$ 34,580			
DIFFERENCE		\$ (2,500)	\$ -	\$ 5,125	\$ (220)	\$ 1,625	\$ -	\$ -	\$ 4,030			
BUDGET	1001 Kosciusko St	\$ -	\$ -	\$ 19,950	\$ -	\$ 2,000	\$ 1,000	\$ 1,836	\$ 24,786	1	LBA	Residential
ACTUAL/LOW BID		\$ -	\$ -	\$ 19,875	\$ -	\$ 1,625	\$ 1,000	\$ 1,836	\$ 24,336			
DIFFERENCE		\$ -	\$ -	\$ 75	\$ -	\$ 375	\$ -	\$ -	\$ 450			
BUDGET	530 Davis Street	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,000	\$ 1,000	\$ 432	\$ 5,832	1	LBA	Residential
ACTUAL/LOW BID		\$ -	\$ -	\$ 19,875	\$ -	\$ 1,625	\$ 1,000	\$ 432	\$ 22,932			
DIFFERENCE		\$ -	\$ -	\$ (17,475)	\$ -	\$ 375	\$ -	\$ -	\$ (17,100)			
BUDGET	616 Engleman St*	\$ -	\$ -	\$ 19,750	\$ 500	\$ 2,000	\$ -	\$ 1,780	\$ 24,030	1	Rick Adams	Residential
ACTUAL/LOW BID		\$ -	\$ 6,100	\$ 19,875	\$ 720	\$ 1,625	\$ -	\$ 1,780	\$ 30,100			
DIFFERENCE		\$ -	\$ (6,100)	\$ (125)	\$ (220)	\$ 375	\$ -	\$ -	\$ (6,070)			
	Total Budget	\$ -	\$ 7,000	\$ 67,100	\$ 1,000	\$ 9,250	\$ 2,000	\$ 6,908	\$ 93,258			
	Total Actual/Low Bid	\$ 2,500	\$ 13,100	\$ 79,500	\$ 1,440	\$ 6,500	\$ 2,000	\$ 6,908	\$ 111,948			
	Total Difference	\$ (2,500)	\$ (6,100)	\$ (12,400)	\$ (440)	\$ 2,750	\$ -	\$ -	\$ (18,690)			