**INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY**

**Services Contract**

**THIS CONTRACT,** dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, between the INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY, a Michigan public corporation, whose address is 3024 Turner Street, Lansing, Michigan 48906 (hereinafter the “Land Bank”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Vendor”), sets forth the terms and conditions for work to be performed pursuant to Request for Proposal # Web-Design-07-2025.

**WHEREAS,** the Land Bank desires to enter into a contract to retain Vendor to perform the work set forth herein; and

**WHEREAS,** Vendor desires to perform the work set forth herein for the Land Bank.

**NOW THEREFORE,** for and in consideration of the mutual promises contained herein and the payment in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars and No Cents ($\_\_\_\_\_\_\_\_\_\_.00) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be paid pursuant to the terms set forth below, the Land Bank and Vendor agree to the following:

**ARTICLE I. GENERAL CONDITIONS**

1. Work Specifications/Scope of Work

1. The Scope of Work/Specifications entitled “RFP # Web-Design-07-2025” (hereinafter “Work Specifications”) is hereby incorporated into this contract and made a part hereof for the purpose of setting forth the work to be performed under this contract.

2. Services performed and completed may be on various properties in Ingham County. These properties may fall within the NSP-1, NSP-2, HOME, CDBG, HHF, MEDC, MSHDA, State Land Bank Blight Elimination Funds, Covid-19, Covid CARES, Covid Variants, American Rescue Plan Act, Ingham County Housing Trust Funds, Treasurer-owned or Land Bank funding programs.

3. It is agreed that the nature and extent of the work to be done under the Contract shall be in accordance with, and governed by, the technical specifications component of which copies are appended hereto. Additional services, specifications, or drawings in elaboration or explanation of the work to be done may be prepared by the Ingham County Land Bank. Such additional services, specifications, or drawings shall be considered as part of the technical specifications component of the Contract and shall be respected and followed as such by the Vendor.

1. Acceptance of Bid & Terms
Vendor’s bid on the Work Specifications is hereby accepted by the Land Bank, with any modifications that have been noted by the parties.

Upon acceptance of the bid and submission of evidence of satisfactory insurance coverage and professional licensure, the work to be performed under this contract shall begin within Ten (10) days.

Contracted work is subject to availability of funds.

This contract is a one-year contract, expiring \_\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to semi-annual performance reviews and renewals within that term.

1. Completion of the Work

1. The work to be performed under this contract shall be completed as requested, unless Vendor can show just cause for the delay of completion and obtains an extension of time in writing from the Land Bank.

2. It is agreed that if the Vendor shall be unavoidably delayed in beginning or fulfilling this Contract by reasons of excessive storms or floods, or by acts of Providence, or by reason of extra work ordered by the Ingham County Land Bank, or by any act, neglect, delay or default on part of the Ingham County Land Bank, the Vendor shall have no valid claim for damages on account of any such cause or delay, but he shall in such case be entitled to such an extension or advancement of the time period specified herein as the Ingham County Land Bank shall adjudge to be just and reasonable provided, however, that formal claim for such extensions shall be made in writing by the Vendor within one week after the date upon which such alleged cause of delay shall have occurred.

3. If Vendor fails to complete the work within the specified time, the Land Bank will send Vendor a letter by Certified Mail requesting satisfactory completion of the work within ten (10) days from the date of the letter. If Vendor fails to satisfactorily complete the work within the ten (10) day period, the Land Bank will hire another Vendor to complete the work. The second Vendor will be paid first. Vendor will only be entitled to the difference between the contract amount and what is paid to the second Vendor, providing Vendor performed sufficient and acceptable work.

4. It is agreed that if any time the Vendor shall abandon the work of this Contract or become habitually negligent of their obligations under it, or shall fail to prosecute the work with reasonable diligence so that the time of final completion of the work shall be unnecessarily and intolerably delayed in the opinion of the Ingham County Land Bank, or if the contractor shall willfully and repeatedly violate any of the provisions of the Contract, the Ingham County Land Bank, may notify them to discontinue all work under this Contract, or any part thereof. Thereupon the Vendor shall discontinue such work, or such part thereof and shall cease to have any right to possession of the ground. The Ingham County Land Bank shall have the right to complete the work, or such part thereof, by Contract. Further, any other Vendor hired to complete a breached contract will receive payment from the original Vendor’s balance under this contract. No termination of this contract for convenience is allowed.

1. Changes in Work
No changes in this contract or the incorporated Work Specifications shall be made except by written instrument, accepted by the Land Bank and Vendor. Vendor shall make changes in the contracted work only as ordered in writing by Ingham County Land Bank. Request for changes shall be addressed to the Ingham County Land Bank. The contract amount and completion date may be adjusted as necessary to allow sufficient time and agreeable compensation for the additional work performed.
2. Subcontracting and Assignments
No subcontract of this contract shall be made without the written consent of the Land Bank. It is agreed that the Vendor shall not assign the Contract without the written consent of the Ingham County Land Bank. The request of assignment shall be addressed to the Ingham County Land Bank. It is further agreed by the Vendor that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications as stated in this Contract, and be subject to all provisions of this Contract as if performed by their immediate employees and workmen. No subletting or subcontracting of the work shall in any way diminish, avoid or weaken the Vendor’s obligations, liabilities, and responsibilities pursuant to this Contract.
3. Access to Records/Maintenance of Records
Vendor shall make available to the Land Bank, City of Lansing, Department of Housing and Urban Development, Comptroller General of the United States, or any duly authorized representatives requires any and all reports or records pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract for a period of five (5) years after final payments are made and all pending matters are closed.
4. Insurance
The requirements set forth in the Ingham County Land Bank Fast Track Authority Vendor Insurance Policy (hereinafter “Insurance Requirements”) located online at [www.inghamlandbank.org](http://www.inghamlandbank.org) or at the Ingham County Land Bank Office, are hereby incorporated into this contract and made a part hereof for the purpose of establishing minimum insurance standards.

Before commencing work, Vendor shall purchase, maintain and furnish evidence of satisfactory insurance. The Land Bank may withhold payments if Vendor has not delivered policies of insurance and endorsements or evidence of their renewal as specified in the Insurance Requirements.

Any and all required insurance policies shall be maintained until all work required under this contract has been completed to the Land Bank’s satisfaction. Vendor shall be responsible for providing evidence of the renewal of any insurance policy.

1. Method of Payment
Ingham County Land Bank Fast Track Authority Invoice Requirements, located online at [www.inghamlandbank.org](http://www.inghamlandbank.org) or at the Ingham County Land Bank Office, are hereby incorporated into this contract and made a part hereof for the purpose of establishing a uniform invoicing process.

Payment will be made under the supervision of the Ingham County Land Bank in one amount by a check payable to the Vendor within thirty (30) days after the satisfactory completion of all work under this Contract. Partial payment may be made on completed work, provided the Vendor submits a schedule of all costs and qualities of the various parts of the work aggregating the Contract Amount. When applying for payments, Vendor shall submit a statement based upon this schedule, itemized and supported by the Ingham County Land Bank. No partial payments shall be made after the original expiration of the time of performance.

The Land Bank will receive and pay from an original invoice in an amount equal to the work completed, inspected and approved by the Land Bank or its representative as often as twice monthly. All invoices submitted for payment must be received in the Land Bank offices according to the published schedule.

Any work performed by Vendor not stated in the Work Specifications or Work Change Orders authorized by the Land Bank will not be paid under this contract. Final payment will not be released prior to written acceptance of the work as specified below.

1. Disputes Arising Under the Contract
In the event a dispute arises hereunder between Vendor and the Land Bank, the parties hereby agree: In the event an impasse is reached between the parties during the project, a mutually agreed upon mediator will be appointed to act as intermediary of the dispute; once project completion and final disbursement of funds has occurred, the Land Bank accepts responsibility for obtaining relief through appropriate channels including, but not limited to, the Michigan Department of Licensing and Regulatory Affairs.
2. Non -Compliance
In the event the Vendor has demonstrated non-compliance with any of the clauses contained herein or those attached to the contract, the contract may be canceled, terminated or suspended, in whole or in part, and Vendor may be declared ineligible to bid on or participate in future Land Bank projects.
3. Waivers
No failure or delay on the part of either of the parties to the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
4. Choice of Law/Venue
This contract shall be construed according to the laws of the State of Michigan. The Land Bank and Vendor agree that the venue for the bringing of any legal or equitable action under this contract 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 contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

O. Other Contracts. Ingham County Land Bank may let other contracts in connection with the work and the Vendor shall properly connect and coordinate their work with the work of such other Vendor. Ingham County Land Bank shall not be liable for any damages or increased costs occasioned by the failure of other Vendors to execute their work as may be anticipated by these documents.

**ARTICLE II. WORK**

1. Materials
Vendor shall provide all materials, equipment and labor necessary to perform the work stated in the Work Specifications.

Unless otherwise stipulated in the Work Specifications, materials and equipment which are to be removed and replaced as part of the Work Specifications shall become the property of Vendor.
2. Workmanship
All work performed under this contract shall be completed in a good and reasonable workmanlike manner in strict adherence to the Work Specifications and governing codes and safety regulations, including the Ingham County Land Bank Policies and Procedures. All work shall be performed by persons skilled in their particular trade and in the tasks assigned to them.
3. Acceptance of the Work
The Contract and the Vendor’s duty of performance shall not be considered complete until the work has been finally accepted by the Ingham County Land Bank and the Vendor has furnished the following:
4. All required guarantees and warranties as specified in Section of this Contract.

Upon completion of this Contract under Art. I.C. herein, the Vendor shall be entitled only to payment for the portion of work completed at the time of completion, less a set-off for damages due to the Vendor’s breach in the manner stated in Art. I.C. Payment shall not be made until after the contract project is completed.

**ARTICLE III. WARRANTIES**

1. Duty to Defend and Hold Harmless
Vendor shall at its own expense protect, defend, indemnify, and hold harmless the Land Bank, City of Lansing, its elected and appointed officials, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that it may incur as a result of any acts, omissions or negligence of Vendor, its employees or agents which may arise out of the contract.

Vendor’s indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Land bank, or its elected and appointed officials, employees or agents or by the insurance coverage obtained and/or maintained by Vendor pursuant to the requirements of this contract.

**ARTICLE IV. STATUTORY REQUIREMENTS**

1. Non-Discrimination
During the performance of this contract, Vendor hereby agrees to 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 Larsen 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 355, as amended, and rules adopted there under;
	4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC §12101 et seq.) , as amended, and regulations promulgated there under;
	5. If applicable, Section 109 of the Housing and Community Development Act of 1974 (42 USC §5309) as supplemented in Department of Housing and Urban Development regulations (24 CFR 570).

Furthermore, Vendor, 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, 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 is 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 during which Vendor is providing goods or services to the Land Bank shall be regarded as a material breach of this contract between the Land Bank and Vendor, and the Land Bank may terminate this contract effective as of the date of delivery of written notification to Vendor.

1. Equal Employment Opportunity (Executive Order 11246)
Vendor hereby agrees to comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) for all contracts in excess of $10,000.

During the performance of this contract, Vendor hereby agrees as follows:
	1. Vendor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, weight, height, or marital status. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, religion, sex, weight, height, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
	2. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, sex, weight, height, or marital status.
	3. Vendor, or its collective bargaining representative, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker’s representative of Vendor’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	4. Vendor will comply with all provisions of Executive Order 11246 of September, 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
	5. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to its books, records, and accounts by the Land Bank, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
	6. In the event of Vendor’s noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	7. Vendor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations, and orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor shall take such action with respect to any subcontractor or purchase order as the Land Bank may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Land Bank, Vendor may request the United States to enter into such litigation to protect the interests of the United States.
2. Contract Work Hours and Safety Standards Act
If applicable, the Vendor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §327 et. seq.) as supplemented by Department of Labor regulations (29 CFR part 5).
3. Copeland “Anti-Kickback” Act
If applicable, the Vendor agrees to comply with the Copeland “Anti-Kickback” Act (18 USC §874 and 40 USC §276c) as supplemented by Department of Labor regulations (29 CFR part 3), respective to all Vendors and sub grants for construction or repair services.
4. Subcontractors. When a project is funded using any federal funding per FAR Subpart 9.4 and Executive Order 12549 and 12689 and the Government-wide Non-procurement Suspension and Debarment Common Rule (68 FR 66533), the Ingham County Land Bank Fast Track Authority can only solicit offers from, award contracts to and consent to subcontractors with responsible Vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in the affected program. The Vendor agrees that they are not debarred or suspended from participation in this program, nor is any interested party, nor any subcontractor debarred or suspended from participation in this program.

Vendor shall submit, in writing, all names and relevant identification information to Ingham County Land Bank Fast Track Authority of all subcontractors prior to performing work on above referenced project for review and verification. Failure to do so will result in work stoppage and be considered breach of contract.

1. Patent Rights, Copyrights and Rights in Data. If this contract results in any copyrightable materials or inventions, the Vendor agrees to comply with Land Bank’s requirements and regulations pertaining to patent rights with respect of any discovery or invention which arises or is developed in the course of or under such contract. The Vendor also agrees to comply with the Land Bank’s requirements and regulations pertaining to copyrights and rights in data, and reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes..
2. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipien
3. Iran Linked Business. The Vendor, in its Proposal and by its entry into this Agreement, certifies to the Land Bank that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Vendor, are an “Iran Linked Business” engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Vendor shall not become an “Iran linked business” during the term of this Agreement.
4. Compliance with Requirements in Part 92. The Vendor is subject to the requirements in Part 92, except 92.352, that are applicable to the City of Lansing, except §§ 92.505 and 92.506 do not apply, and the Vendor cannot assume the participating jurisdiction responsibilities for environmental review, decision making, and action under § 92.352. Applicable requirements include § 92.350, “Other Federal Requirements and Non-Discrimination”, § 92.351 “Affirmative marketing; minority outreach program, §92.354 “Labor”, §92.355 “Lead Based Paint”, §92.356 “Conflict of Interest”, § 92.357 “Executive Order 12372” and §92.358 “Consultant Activities”.

**ARTICLE V. AGREEMENT**

1. Severability
In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The Land Bank and Vendor agree that if any part of this contract is determined invalid, either party may open negotiations solely with respect to a substitute for such invalid portion, within two (2) weeks after a ruling has been made.
2. Entirety of Agreement
This contract constitutes the entire agreement between the Land Bank and Vendor. Any changes or modifications to this contract shall be in writing, signed by all parties hereto.
The Land Bank and Vendor agree that they have read this contract and understand the terms contained herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year first written above.

VENDOR

 By:

 Its:

STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Michigan, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Vendor). (Company)

 Notary Public, State of Michigan

 County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My Commission Expires:

 Acting in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INGHAM COUNTY LAND BANK

FAST TRACK AUTHORITY

 By: Roxanne L Case

 Its: Executive Director

STATE OF MICHIGAN)

COUNTY OF INGHAM)

 The foregoing instrument was acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, by Roxanne L Case on behalf of the Ingham County Land Bank Fast Track Authority.

 Notary Public, State of Michigan

 County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My Commission Expires:

 Acting in the County of Ingham