

INSTRUCTIONS TO BIDDERS for:

Pointe West Condominium 5-Unit Residential New Construction

1. CONTRACT DOCUMENTS:

The Contract Documents prepared by the Ingham County Land Bank shall consist of the following component parts:

- A. Request for Proposal
- B. Instructions to Bidders
- C. Project Specifications
- D. Architectural Building Plans and Engineering Plans
- E. Construction Bid Detail / Timeline (Excel Worksheet)
- F. Soil Boring Report
- G. Construction Contract Draft

2. BASIS OF PROPOSAL:

Proposals are solicited for the completion of all work as described in the specifications and/or shown on the plans. The basis on which proposals will be received will be:

A. Base Proposal Sum, to include all work called for as part of the Contract Documents with the exception of alternates:

B. Individual prices for stated alternates. Alternates called for as part of the technical specifications shall be selected from the Contractors proposal by the Ingham County Land Bank.

Proposals may be withdrawn by bidders prior to, but no later than, the time fixed for the opening of bids. Submit proposals on this form, addressed as stated on the "Proposal and Contract", prior to the opening date, when bids will be opened and read. If the Land Bank does not accept the proposal within 30 days, after the opening date stated on the "Proposal and Contract", Contractor may withdraw his/her proposal.

3. SIGNATURES:

All bidders shall submit bids signed by an authorized official of the Corporation, Partnership and/or the Owner.

4. EXAMINATION OF PREMISES:

The Contractor shall familiarize himself/herself with local conditions affecting the job. Pre-Bid Meetings are mandatory for jobs where lead-based paint hazards have been identified. Each contractor shall take his/her own measurements and be responsible for the correctness of same. Any variance of Contract documents from legal requirements and/or field conditions shall be promptly reported to the Land Bank. Contractor shall be responsible for any examination and no allowances will be made in his/her behalf by reason of error and omission. If any part of the Contractor's work depends for proper results upon existing work or the work of another, Contractor shall notify the Land Bank before commencing work of any defects that will affect the results. Failure to so notify will constitute his/her acceptance of the conditions.

5. ACCEPTANCE AND REJECTION:

A Contract shall be formed between the parties hereto by the Land Bank's acceptance of the Contractor's proposal, and it will be effective on the date stated on the contract. An executed duplicate of the Contract will be returned to the Contractor as official notification of award. The Contract, however, shall not be in force until the Contractor has complied with all the requirements of insurance and received the Proceed to Work Notice from the Land Bank set forth herein. By the execution of this Contract, the Contractor and the Land Bank hereby covenant in respect to any part of this Proposal and Contract. The Land Bank reserves the right to waive irregularities and to reject bids.

6. CERTIFICATE OF INSURANCE:

All bidders shall have on file with the Land Bank certificates of all such insurance as required by current Land Bank policies prior to commencement of work. All insurance and certificates must name the Ingham County Land Bank Fast Track Authority as additional insured and include an endorsement providing for ten (10) days prior written notice to the Land Bank of termination, expiration, or material change of terms.

GENERAL INSTRUCTIONS

1. TIME OF PERFORMANCE:

A written Proceed to Work Notice shall be issued by the Land Bank, once the Contractor's certificate of insurance has been received. The Contractor shall complete all services and the installation of all work, material, and equipment provided for under this Contract within a period not to exceed 7 months or 210 calendar days from the date of the Proceed to Work Notice, unless otherwise specified.

2. EXTENSION OF TIME:

It is agreed that if the Contractor 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 Land Bank, or by any act, neglect, delay or default on part of the Land Bank, the Contractor 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 in Section 1 herein as the Land Bank shall adjudge to be just and reasonable provided, however, that formal claim for such extensions shall be made in writing by the Contractor within one week after the date upon which such alleged cause of delay shall have occurred.

3. TERMINATION OF BREACH:

If at any time Contractor, in the sole discretion of the Land Bank, abandons the work to be performed under this contract, becomes habitually negligent of their obligations hereunder or fails to prosecute the work with reasonable diligence so that the time of final completion shall be unnecessarily delayed, such failure shall be regarded as a material breach of contract between the Land Bank and the Contractor, and the Land Bank may terminate the contract effective as of the date of delivery of written notification to Contractor.

4. ASSIGNMENT OR NOVATION OF CONTRACT:

It is agreed that the Contractor shall not assign the Contract without the written consent of the Land Bank. The request of assignment shall be addressed to the Land Bank. It is further agreed by the Contractor 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 his/her immediate employees and workmen. No subletting or subcontracting of the work shall in any way diminish, avoid or weaken the Contractor's obligations, liabilities, and responsibilities pursuant to this Contract.

5. WORKING CONDITIONS:

It shall be understood that the premises will be vacant unless otherwise stated in the technical specifications. However, materials, tools, and other work items shall be organized and stored so as not to unreasonably burden access to, and movement in, the premises. The Land Bank shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water, necessary to carrying out the completion of the work. Contractor shall be held to have visited the site and checked with the Land Bank, the working conditions, the methods of carrying out the work and to have included in his/her proposal all costs for meeting such work conditions.

6. MATERIALS AND WORKMANSHIP:

Unless otherwise specified, all materials and workmanship shall be new, of the best grade of the respective kinds for the purpose, and shall match as close as possible existing conditions and material. Whenever an article, material or equipment is specified by name a substitute of equal qualifications may be used upon the written approval of the Land Bank.

7. EMPLOYEES AND SUPERINTENDANCE:

Contractor shall at all times enforce good order among his/her employees and shall not employ at the work site any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. The Contractor, or a competent person having authority to act for him/her, shall be at the construction site whenever work is underway. The Contractor shall have the lanes and specifications available on the site at all times.

8. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, national origin or ancestry.

9. PLANS AND SPECIFICATIONS:

It is agreed that the nature and extent of the work to be done under this Contract shall be in accordance with, and governed by, the technical specifications component of which copies are appended hereto. Additional specifications and/or drawings in elaboration or explanation of the work to be done may be prepared by the Land Bank. Such additional specifications and/or drawings shall be considered as part of the technical specifications component of this Contract and shall be respected and followed as such by the contractor. Items may include the addition of carports, among other thing.

10. PERMITS AND REGULATIONS:

Contractor's work and all materials shall comply with all applicable codes, ordinances and regulations governing the municipality wherein the work is to be performed. The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the completion of the work, in particular, the Contractor shall secure and bear the cost of shutting off and turning on public services of every nature which may be required or affected by his/her operations. Where such discontinuance of services affects consumers, due and sufficient notice shall be served on those so affected. The Contractor shall be responsible for notifying any utility company whose services are in the construction zone.

11. INSPECTION:

The Contractor shall at all times permit and facilitate the on-site inspection of all work by the applicable jurisdiction for compliance with the Building Code and by Land Bank staff, and work called for under this Contract.

12. OTHER CONTRACTS:

The Land Bank may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his/her work with the work of such other Contractor. The Land Bank shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

13. PROTECTION:

The Contractor shall properly protect all new and existing work from damage. Contractor shall fully comply with all applicable construction and safety laws and regulations promulgated by the State of Michigan and its concerned departments.

14. CHANGES:

Contractor shall make changes in the contracted work only as ordered in writing by the Land Bank. Request for changes shall be addressed to the Land Bank.

15. INSURANCE:

All Contractors and Subcontractors shall carry insurance as outlined in current Land Bank policy.

16. CLEAN-UP:

The Contractor shall keep the premises free from accumulations of waste materials or rubbish caused by employees or work. Materials and equipment specified to be removed or replaced shall become the property of the Contractor, and shall be promptly removed from the site at the Contractor's expense. At the completion of the work, the Contractor shall remove all waste, tools, equipment and surplus materials from the structure and grounds and leave the work area clean and ready for use.

17. GUARANTEES AND WARRANTIES:

The Contractor shall furnish the Land Bank with a written guarantee to remedy at his/her own expense, any defects due to faulty materials or workmanship which may appear in the work within two years from the date of final acceptance by the Land Bank, provided, however that such defects are not the

result of normal depreciation and wear, or misuse and abuse. Furthermore, the Contractor shall furnish the Land Bank with all operating and maintenance instructions as well as all manufacturers' and suppliers' written guarantees and warranties covering new materials and equipment furnished under this Contract. Contractor shall, upon request, provide manufacturers' or suppliers' certification that the product furnished complies with the specified standards, in fulfilling requirements of this sections. If the Contractor disturbs any work previously completed or guaranteed under another contract, the Contractor must restore such disturbed work to a condition satisfactory to the Land Bank.

18. METHOD OF PAYMENT:

Payment will be made as outlined in the "Invoice Submission and Payment Schedule" published annually by the Land Bank. When applying for payments, Contractor shall submit an invoice complying with the "Invoice Requirement" policy of the Land Bank.

19. ACCEPTANCE OF WORK:

The Contract and the Contractor's duty of performance shall not be considered complete until the work has been finally accepted by the Land Bank and the Contractor has furnished the following:

- A. All required guarantees and warranties as specified in Section of this Contract.
- B. All required lien waivers

Upon termination of this Contract under Section 3 herein, the Contractor shall be entitled only to payment for the portion of work completed at the time of termination, less a set off for damages due to the Contractor's breach in the manner slated in Section 3. Payment shall not be made until after the contract project is completed.

20. DISPUTES:

Any dispute, between the parties hereto, arising under this section pertaining to the satisfactory completion and acceptance of any work under this Contract, shall be submitted to the Land Bank for resolution, and it's decision shall be final, determinative and binding upon the Owner and Contractor and their respective rights under this Contract.

21. COPELAND "ANTI-KICKBACK" ACT:

In carrying out this agreement, the Grantee agrees to comply with the requirements of the Copeland Anti-Kickback Act (18 USC 874) as supplemented in US Department of Labor Regulations 29 CFR Part 3, respective to all contractors and sub grants for construction or repair services.

22. DAVIS-BACON ACT:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub grantees.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. In carrying out this agreement, the Contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

24. REPORTING:

The Contractor shall keep and make available all documents and information for the Ingham County Land Bank pertaining to reporting requirements and regulations. This includes books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

25. RECORDS RETENTION:

Retention of all records is required for four years after final payment is made and all pending matters are closed.

26. CLEAN AIR, WATER ACTS AND EPA REGULATIONS:

Compliance with Clean Air and Water Acts (applicable to all contractors over \$100,000). In carrying out this agreement, the Grantee Agrees to Comply with the Requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1468), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by grantees and sub grantees. Such statutes and regulations prohibit the use under non-exempt Federal Contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

27. ENERGY POLICY AND CONSERVATION ACT:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

28. DEBARRMENT:

When a project is funded using any federal funding, (per FAR Subpart 9.4 and Executive orders 12549 and 12689 and the Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533]), the Land Bank can only solicit offers from, award contracts, grants or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors 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 Contractor 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.

29. RENOVATION, REPAIR AND PAINTING (RRP)PROGRAM

(AFTER APRIL 22, 2010) As required by the Environmental Protection Agency (EPA), all contractors disturbing a painted surface more than six square feet on the interior and/or 20 square feet on the exterior in a home built before 1978, shall be properly trained and certified. Proper certificates of training and EPA certification documentation shall be provided to the Ingham County Land Bank prior to beginning work.

30. 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 2023, that figure is \$16.57 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.

31. PREVAILING WAGE REQUIREMENTS-ICLB OWNED PROPERTIES

It is the policy of Ingham County Land Bank (ICLB) to require the payment of prevailing wages on any construction contract on a property owned by ICLB and exceeding \$10,000. The prevailing wage is determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. The most current Prevailing Wage Determinations are attached.

The Contractor is required to submit certified payrolls for all periods worked on said project to the Ingham County Land Bank, 3024 Turner Street, Lansing, MI 48906. Payment shall not be released by ICLB until such time that the certified payrolls have been reviewed.

1. Contractor shall submit to the Ingham County Land Bank before commencing work a list of all his/her Subcontractors.
2. It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
3. Prevailing wage rates shall be conspicuously posted at the jobsite.
4. Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
5. Prevailing wage compliance will be monitored by the Ingham County Land Bank and/or Michigan Fair Contracting Center (MFCC).
6. Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
7. Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by ICLB.
8. Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.

9. Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.

10. Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.

11. When requested by the Ingham County Land Bank, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on ICLB construction projects.

Technical Specifications

(contract type i.e. General, T.S. Roofing, etc....)

Scope of Work

This contract includes the following work: General, Plumbing section, Mechanical Section, etc...

General Requirements

Cutting and Patching

Each contractor that must remove, expose, or alter existing surfaces to perform the required work is responsible for repairing the damaged surface to a condition flush with and matching the existing adjacent surfaces as closely as possible. Provide bonding, base, and finish layers to match existing surfaces in color, texture, uniformity and strength.

Preparation for Exterior and Interior Painting:

Remove all loose, scaling, peeling and cracked paint, deteriorated plaster, loose and buckled wallpaper, and all similar defects. Sand or wire brush the surface(s), feather the edges smooth to adjoining materials, and clean all areas to provide a smooth surface for painting. Protect furnishings, glass, screens and other finished surfaces from damage during preparation and painting.

Prime with flat primer all new and bare materials

Exterior and Interior Painting

Apply paint containing no more than 0.06% lead by weight, calculated as lead metal in the total nonvolatile content of the liquid paint. Verify the color of paint with the owner unless otherwise specified. Follow manufacturer's printed instructions for installation. Sufficiently coat surfaces with paint to provide complete and uniform coverage.