

**INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY**

**Contract**

**THIS CONTRACT**, dated this \_\_\_\_\_ day of February, 2019, 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 RFQ Real Estate 01-2019 Commercial and Industrial Real Estate Professionals.

**WHEREAS**, the Land Bank desires to enter into a contract to retain Vendor to perform the services 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 for Real Estate Professional services, to be made pursuant to the terms set forth below, the Land Bank and Vendor agree to the following:

**ARTICLE I. GENERAL CONDITIONS**

A. Scope of Services

1. The specifications entitled "RFQ Real Estate 1-2019 Commercial and Industrial Real Estate Professionals" (hereinafter "Scope of Services") 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. The property sale price will be mutually agreed upon by both parties in writing.

B. Acceptance of Qualifications

Vendor's qualifications are accepted by the Land Bank, with any modifications that have been noted by the parties.

Upon acceptance of the qualification 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 from the date of this contract.

C. Term

The term of this contract shall be three years from the date of execution, subject to annual performance review and renewal within that term.

D. Vendor 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.

E. Permits and Building Codes

The Vendor shall be responsible for notifying Land Bank staff of any known or suspected permit or building code issues.

F. 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 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.

G. 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 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.

H. Method of Payment

Real Estate Professional Services shall be in the form of a commission between 8-10%, based on the sale price at closing, unless otherwise negotiated due to the nature of the property. No fees or charges shall be paid beyond this amount by either Land Bank or the potential buyer of any Land Bank property. Commission will be paid at closing.

Mutually agreed upon non-typical expenses will be paid according to the Land Bank's invoice submittal and payment schedule. 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 by a check payable to the Vendor within thirty (30) days after the submission of an approved invoice. 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. All invoices submitted for payment must be received in the Land Bank offices according to the published schedule.

I. 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 listing agreement period, 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 Regulation.

J. 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.

K. 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.

L. 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.

## ARTICLE II. WORK

A. Materials

Vendor shall provide all materials, equipment and labor necessary to perform the work stated in the Scope of Services.

B. Cleanliness

Vendor will attempt to keep the premises clean, orderly, and safe during the performance of the work.

C. Workmanship

All work performed under this contract shall be completed in a good and reasonable workmanlike manner in strict adherence to the Scope of Services and governing codes and safety regulations.

D. 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.

### **ARTICLE III. WARRANTIES**

A. 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**

A. 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.

B. 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.

C. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u)(Section 3).

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the

execution of the contract. The parties to this contract certify and agree that they are under no contractual or other impediment which would prevent them from complying with these requirements.

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 the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24 CFR 135). Vendor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after the Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Vendor's obligations under 24 CFR part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Vendors and Subcontractor, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135, including termination of this contract for default, and debarment or suspension from future HUD assisted contracts..

D. Davis-Bacon Act

If applicable, the Vendor agrees to comply with the Davis-Bacon Act of 1931 (40 USC §276a) as supplemented by Department of Labor regulations (29 CFR parts 1, 3, 5, 6, and 7).

E. 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).

F. 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.

G. Department of Housing and Urban Development Lead-Based Paint Regulations

The construction or rehabilitation of residential structures is subject to the Department of Housing and Urban Development Lead Based Paint regulations (24 CFR 135). Vendor and any Subcontractor shall comply with the provisions for the elimination of lead based paint hazards under subpart B of said regulations. The Land Bank will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

For the purposes of this section, a “work site” is defined as any affected work area within the home or outside the home for which containment is utilized to limit the spread of a lead hazard OR the entire home when containment is not utilized.

The Land Bank will provide funding for the first clearance examination in each “work site” to be performed and/or supervised by a vendor of its own choosing. Failure of the first clearance examination will result in subsequent test costs to be deducted from final payment to Vendor. Final payment will not be released until all “work sites” pass clearance examination for lead dust hazards.

If lead based paint has been identified within or without the home, all Vendor’s employees in affected “work sites” must have a trained and certified lead supervisor present at all times and all workers must have appropriate training with proof of satisfactory certification and training on file in the Land Bank offices. The Land Bank reserves the right at any time to inspect “work sites” and check the identity of workers in affected “work sites.” The Vendor understands that any employees not correctly certified will be asked to leave the affected “work site” areas.

H. Subcontractor: 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 Subcontractor 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 Subcontractor 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.

- I. 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.
- J. Clean Air and Water Act and Federal Water Pollution Control Act and EPA Regulations. For contracts and subcontracts of amounts in excess of \$150,000 the Vendor or sub-Vendor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended, as applicable to this contract. Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
- K. 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 recipient.
- L. Energy Policy and Conservation Act. Vendor 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), as applicable to this contract.
- M. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- N. 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.

- O. 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**

### A. 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.

### B. 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.

### C. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

**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 February, 2019, by \_\_\_\_\_ on behalf of \_\_\_\_\_ (Vendor).

\_\_\_\_\_  
Notary Public, State of Michigan  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY

\_\_\_\_\_  
By: Jeanna M. Paluzzi  
Its: Executive Director

STATE OF MICHIGAN)  
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_ day of February, 2019, by Jeanna M. Paluzzi 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