

## PUBLIC NOTICE

Chair  
**ERIC SCHERTZING**  
Vice-Chair  
**BRIAN McGRAIN**

Appointed Members  
**REBECCA BAHAR-COOK, Treasurer**  
**DEB NOLAN, Secretary**  
**DEBBIE DE LEON**

### **Ingham County Land Bank Fast Track Authority**

422 Adams Street, Lansing Michigan 48906 517.267.5221 Fax 517.267.5224

**THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY WILL MEET ON  
MONDAY, AUGUST 6, 2012 AT 5:00 P.M., IN THE PERSONNEL CONFERENCE  
ROOM (D&E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING**

#### Agenda

Call to Order

Approval of Minutes – July 9, 2012

Additions to the Agenda

Limited Public Comment – 3 minutes per person

1. Community Projects Update
2. Resolution to Authorize the Chair to Execute the Offer to Purchase for 600 E. Michigan, Lansing from Gillespie Development, LLC
3. Resolution to Approve the General Contractor Policy and Guideline Manual
  - 3a. Contractor (Vendor) Application Process – Linda Schonberg
4. Property maintenance, renovation & development
  - a. Residential Property Update-Dashboard
  - b. Commercial Property Update
  - c. PROP Update
  - d. Garden Program
  - e. Vacant Lot Update
  - f. General legal update- Counsel
5. Accounts Payable & Monthly Statement
  - a. Accounts Payable Approval – July 2012
  - b. Monthly Statement – June 2012
6. Chairman & Executive Director Comments

Announcements

Public Comment – 3 minutes per person

Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC  
DEVICES OR SET TO MUTE OR VIBRATE TO AVOID  
DISRUPTION DURING THE MEETING**

**INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY**

July 9, 2012  
Minutes

Members Present: Eric Schertzing, Comm. Nolan, Comm. McGrain, Comm. Bahar-Cook, Comm. DeLeon

Members Absent: None

Others Present: Mary Ruttan, Tim Perrone, Joe Bonsall, Sandy Gower, Dan Van Acker

The meeting was called to order by Chairperson Schertzing at 5:00 p.m. Conference Room D & E of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the June 4, 2012 Minutes

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE THE JUNE 4, 2012 MINUTES. MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon

Additions to the Agenda: None

Limited Public Comment: None

1. Community Projects Update

Chairperson Schertzing stated no one was scheduled to address the board about a community project. He asked the board to recommend to staff any groups they would like to hear from.

2. Resolution to Authorize & Execute the Option to Purchase for 600 E Michigan, Lansing

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. BAHAR-COOK, TO ADOPT THE RESOLUTION TO AUTHORIZE & EXECUTE THE OPTION TO PURCHASE FOR 600 E MICHIGAN, LANSING.

Executive Director Ruttan reminded the board that Pat Gillespie had made a presentation on this property at the last meeting. This is an Option to Purchase Agreement for the same project and price and the roles of both parties. Comm. Nolan felt the option fee was too generous and that a right of first refusal would be more appropriate than the option to purchase. Chairperson Schertzing stated the option fee amounts to 1.5% of the purchase price and was not out of line with industry standards. He also stated the purchase option provides the sight control necessary for a buyer to negotiate other aspects of the project in good faith, which you do not get with a right of first refusal. Comm. Bahar-Cook asked which party's idea it was to have the option to purchase. Executive Director Ruttan stated it was our idea. Comm. Bahar-Cook stated she would prefer to see a shorter period for the option and then a longer right of first refusal period. Chairperson Schertzing stated the longer option period allows time for the developer to do all the necessary governmental processes at the local level. Comm. Nolan requested the additional 6 month extension be removed. Comms. McGrain and Bahar-Cook agree. Comm. Nolan noted the Land Bank would still be liable for the physical structure. Chairperson Schertzing stated staff is exploring options for removing the above ground structure and leaving the underground infrastructure for the future developer to handle. Comm. McGrain inquired if title insurance and survey work were typically seller costs? Executive Director Ruttan stated they were.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon

4. Resolution to Authorize & Execute the Offer to Purchase for 1300 Keystone, Lansing

Comm. Bahar-Cook requested agenda item 4 be taken up next to accommodate Mr. Van Acker's presence.

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. NOLAN, TO ADOPT THE RESOLUTION TO AUTHORIZE & EXECUTE THE OFFER TO PURCHASE FOR 1300 KEYSTONE, LANSING.

Chairperson Schertzing introduced Dan Van Acker from DJV Properties, LLC. Mr. Van Acker distributed a handout highlighting his business experience to the board and provided background on his company. He stated he was presenting a full-price, cash offer and that he was prepared to close within seven days. Comm. McGrain asked if Mr. Van Acker had a tenant in mind. Mr. Van Acker responded that he specializes in providing incubatory space for new business startups and that he has three interested parties. Comm. McGrain inquired if Mr. Van Acker and his company were current of their property taxes. Mr. Van Acker responded in the affirmative. Chairperson Schertzing asked Mr. Van Acker for an estimate of the taxable value when the project was completed. Mr. Van Acker expects the taxable value to be approximately twice the purchase price.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon

3. Resolution Approving the Agreement of Payment of Debt Services and Authorizing the Chairperson and Secretary to Execute the Agreement

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. NOLAN, TO ADOPT THE RESOLUTION APPROVING THE AGREEMENT OF PAYMENT OF DEBT SERVICES AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE THE AGREEMENT.

Chairperson Schertzing stated this is a companion resolution to one passed by the Brownfield Authority. The resolution allows the Land Bank to recoup the debt payments advanced on behalf of the Brownfield Authority. Comm. Bahar-Cook asked when we expect there to be a surplus allowing for payments to the Land Bank.

Comm. DeLeon arrived at 5:35 p.m.

Chairperson Schertzing stated a surplus was expected in 2014.

MOTION CARRIED UNANIMOUSLY.

5. 2012 Tax Foreclosure List

Chairperson Schertzing stated the Land Bank is purchasing eleven properties for NSP2. The County Treasurer will be holding open houses on select auction properties next week. The auction is scheduled for July 24<sup>th</sup>. Additionally, discussions have taken place with the City of Leslie and LEAP for possible development of the Race Street parcels.

6. Property Maintenance, Renovation & Development

6a. Residential Property Update

Chairperson Schertzing stated the Dashboard was included in the meeting packet. This year's 31<sup>st</sup> closing is scheduled for July 10.

6b. Commercial Property Update

Chairperson Schertzing stated this was covered in items 2 and 4. Additionally, Art Attack will be held on the DeLuxe Inn site on September 8<sup>th</sup>.

6c. PROP Update

Chairperson Schertzing stated PROP continues to be evaluated. There are currently 3 properties in the program and 400 S Fairview is going to be added. He stated Chris Kolbe has a showing scheduled for tomorrow.

6d. Garden Program

Chairperson Schertzing said the Garden Program is praying for rain. The new Webster Farm currently has 95 individual plots, including one tended by the buyer of our new construction on Hughes Rd.

6e. Vacant Lot Update

Chairperson Schertzing stated Jasper Priest was coming up with a marketing plan for the non-NSP vacant parcels. Executive Director Ruttan informed the board she would be attending a HUD training session later in the week where she plans to ask about the disposition of vacant NSP2 parcels.

6f. General Legal Update – Counsel

Tim Perrone informed the board that Stacy Lynch intends to reaffirm her land contract. A bankruptcy creditors meeting will be held in the near future. He stated a settlement offer has been made between RKH and Platinum Drywall. RKH will indemnify the Land Bank, as necessary, pursuant to the land contract. Mr. Perrone stated another letter has been received from Grace at Home. He and staff will be meeting next week to discuss how to proceed, though he feels the facts of the dispute remain unchanged. Comm. McGrain requested that vendor recruitment be presented at a future board meeting.

7. Accounts Payable & Monthly Statement

7a. Accounts Payable Approval – June 2012

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. MCGRAIN TO APPROVE THE ACCOUNTS PAYABLE FOR JUNE 2012. MOTION CARRIED UNANIMOUSLY.

4b. Monthly Statement – May 2012

The May 2012 monthly financial statement was received and placed on file.

8. 2011 Audit

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK TO ACCEPT THE 2011 AUDIT.

Comm. Nolan asked if the Land Bank has always used Rehmann Robson for its audits. Executive Director Ruttan stated we have. Comm. Nolan asked if the Land Bank goes out for bids on audit services. Chairperson Schertzing stated the Land Bank, as a component part of the county, utilizes the same vendor selected under County procurement.

MOTION CARRIED UNANIMOUSLY.

9. Chairman & Executive Director Comments

Executive Director Ruttan stated the Land Bank would be hosting a series of Open Houses on July 14<sup>th</sup>. Jasper Priest has distributed flyers throughout the neighborhoods in preparation.

Announcements: None

Limited Public Comment:

Sandy Gower updated the board on the outcome of the Tri-County's unsuccessful EPA grant application.

The meeting adjourned at 6:15 p.m.

Respectfully submitted,

Joseph Bonsall

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE OFFER TO PURCHASE THE PROPERTY AT 600 E. MICHIGAN AVENUE, LANSING, MICHIGAN, RECEIVED FROM GILLESPIE DEVELOPMENT, LLC**

**RESOLUTION #12-14**

**WHEREAS**, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (“the Act”) establishes the State Land Bank Fast Track Authority; and

**WHEREAS**, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the “Authority”) to exercise those functions; and

**WHEREAS**, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority received title to the commercial property located at 600 E. Michigan Avenue, Lansing in July of 2011 through tax foreclosure; and

**WHEREAS**, this building is a former contaminated Mobil Gas station located on corner of Larch and Michigan Avenue in Lansing; and

**WHEREAS**, the Department of Environmental Quality indicated there are four 10,000 gallon underground tanks on the site; and

**WHEREAS**, the proposed development is a three or four story building with approximately 30-40 residential for rent apartment units; and

**WHEREAS**, the property had an appraised value in 2011 of \$60,000, and

**WHEREAS**, the sale of this property will create several new construction employment opportunities and return the property to the tax roll; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has policies, procedures and administrative rules regarding the disposition of commercial property and all transfer of non-residential property must have board approval;

**THEREFORE BE IT RESOLVED**, that the Authority authorizes the Land Bank Chairman to execute the Offer to Purchase the property at 600 E. Michigan Avenue, Lansing received from Gillespie Development, LLC.

AYE: NAY: ABSENT

## BUY/SELL AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Gillespie Development, LLC (hereinafter referred to as the "Purchaser"), of 330 Marshall Street, Suite 100, Lansing, MI 48912, and Ingham County Land Bank Fast Track Authority, a Michigan public authority, of 422 Adams St., Lansing, MI 48906 (hereinafter referred to as the "Seller").

WHEREAS, Seller desires to sell certain real estate described in paragraph 1 below (hereinafter referred to as the "Property") to Purchaser;

WHEREAS, Purchaser desires to purchase the Property described below; and,

NOW, THEREFORE, the parties agree as follows:

1. Purchase. Seller agrees to convey, transfer, sell and assign to Purchaser, all right, title and interest in the Property commonly described as 600 E. Michigan Avenue, Lansing, Michigan and legally described as the West 18 feet of lot 13, also lots 14, 15, 16, 17, 18, 19 of Connards Sub of Lot 1, Block 242. Thereof for highway purposes including all buildings, equipment, fixtures, improvements, appurtenances, beneficial easements, drives, ways of ingress and egress.
2. Purchase Price. The purchase price for the Property shall be Sixty Thousand and no/100 Dollars (\$60,000.00). At closing Purchaser shall tender the sum of \$60,000.00, less any closing credits (the "Purchase Price");
3. Warranties and Representations.
  - (a) Ownership. At closing Seller will convey good and marketable title to the Property by warranty deed to the Purchaser, or its Assignee, for the Property.
  - (b) Intentionally Omitted.
  - (c) Latent Defects. Seller represents and warrants that it has no knowledge of any latent defects relating to the Property that have not been disclosed to Purchaser.
  - (d) Intentionally Omitted.
  - (e) Possession. Seller will deliver to Purchaser possession of the Property at closing. There are no Tenants of the Property.
  - (f) Absence of Litigation. Seller represents and warrants that no litigation, administrative procedure, or administrative investigation has been commenced or threatened against the Property or any party hereto, challenging or seeking to enjoin or interfering with the consummation of the sale as set forth in this Agreement, or seeking to impose any liabilities or obligations on the Purchaser which have not been specifically disclosed and assumed in writing by the Purchaser.
  - (g) Environmental Matters. Seller shall provide any and all environmental reports it has in its possession upon the full execution of this agreement. It is further agreed to and understood by the parties that due the prior use of the property, Environmental Hazards are likely to exist



which will require both parties to further investigate. Such investigation may lead to additional work to remediate any and all possible environmental issues that may exist pursuant to the reports. Seller and Purchaser agree to work together and determine the best course of action to alleviate the potential environmental issues. (h) Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in its current condition during the interim period between the acceptance of this Agreement and the Closing Date.

- (i) Seller represents and warrants that the performance of the obligations of the Seller under this Agreement will not violate any contract, ordinance, judicial or administrative order, or judgment applicable to the Seller or the Property.
- (j) Intentionally Omitted.
- (k) Seller represents and warrants that there are no special assessments currently existing with respect to the Property nor is there an option to purchase, right of refusal to purchase or agreement for the sale and purchase of all or any portion of the Property to any person or entity other than Purchaser.
- (l) Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, and Seller will furnish to Purchaser, at Closing, an appropriate affidavit to this effect.
- (m) No work has been performed or is in process or contemplated at the Property, and no materials have been or are to be furnished to the Property which might provide the basis for mechanics' and/or materialmen's liens, construction liens, or other liens against all or any portion of the Property.
- (n) There is no pending or threatened litigation, condemnation, eminent domain or administrative proceeding, or real estate tax protest, proceeding or assessment against or affecting all or any portion of the Property or the widening of any streets abutting the Property and, to the best of Seller's knowledge, no such proceedings or assessments are contemplated by any governmental authority.
- (o) All information furnished to Purchaser by Seller in connection with the Property is complete and correct to the best of Seller's knowledge and Seller has not failed to disclose any information of which it has knowledge which is material to the Property, the physical condition thereof or Purchaser's intended use thereof.
- (p) The Seller shall cooperate with Purchaser's efforts to obtain all necessary approvals and permits required for Purchaser's intended development of the Property, including, without limitation, (i) furnish evidence of ownership; (ii) appear at site plan approval or any other permit hearings or proceedings as requested by Purchaser; (iii) execute applications, petitions or other documents necessary for rezoning or special land use, tentative preliminary plan approval, final site plan approval and such other applications for governmental approvals, permits and authorizations which Purchaser determines are necessary to develop the Property; and (iv) not hinder or object to the development as proposed by Purchaser.
- (q) Seller represents warrants and covenants to the Purchaser that the undersigned is the sole owner of good and marketable fee simple title to the Property and has full power, capacity and legal right to execute and deliver this Agreement and sell the Property to the Purchaser

pursuant to the terms of this Agreement. The Property is not subject to any unrecorded liens or encumbrances. At all times prior to Closing, the Seller shall not without Purchaser's consent grant or permit any easements, liens, mortgages, encumbrances or other interests with respect to the Property unless same can be paid and discharged at Closing out of Closing proceeds.

- (r) Seller has not received any notice nor does it have knowledge of any violation by Seller or the Property of any laws, zoning ordinances or regulations affecting the Property.
- (s) Seller will use its best faith efforts to formulate a brownfield plan, administered by the Ingham County Land Bank which shall assist in reimbursing the Purchaser (or the Developer of the Property) for reimbursable eligible expenses under the Plan for redevelopment and construction of the Property, including but not limited to the cost of a land survey, a Phase I ESA, additional environmental investigation if necessary, geotechnical investigation and other qualified and eligible expenses.; In the event a brownfield plan will not be supported by the Ingham County Land Bank, Purchaser may, at its sole option and discretion, terminate this agreement.

The foregoing representations and warranties shall be continuing and shall be true and accurate on and as of the Closing Date with the same force and effect as if on that date made, and all of such representations and warranties shall survive the Closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

4. Title Insurance. Seller, at its sole costs and expense, shall provide Purchaser at closing with an owner's policy of title insurance, without standard exceptions, covering the Property in the amount of the purchase price.

(a) Title Commitment. After the last party signs this Agreement, Seller shall cause to be issued and delivered to Purchaser a commitment (hereinafter referred to as the "Commitment"), for an owner's policy of title insurance without standard exceptions (hereinafter referred to as the "Title Policy"), to be issued at closing by Capital Fund Title Service in the full amount of the purchase price. The Seller shall pay the premium for the Title Policy at or before closing.

(b) Objections To Title. The Purchaser shall have thirty (30) days from the date it receives the Commitment to notify Seller in writing of Purchaser's objections to any exceptions, other than permitted exceptions. If Purchaser objects to Seller's title as disclosed by the Commitment within the time and in the manner required by this section, Seller shall have fifteen (15) days after receiving written notice of the particular defect(s) claimed either; (1) to remedy the Title Policy to the satisfaction of the Purchaser, or (2) to obtain a Commitment for title insurance "insuring over" the defect(s) in title. If Seller fails or refuses to remedy the defect(s), or obtain a Commitment for title insurance "insuring over" the defect(s) in title, then Purchaser may elect to either proceed to closing, taking title subject to the defect(s) without reduction of the purchase price, or to instruct the Title Company to return the deposit to the Purchaser in full termination of this Agreement and thereafter neither party shall have any further rights or obligations under this Agreement.

(c) Current Survey. Seller shall provide any existing survey it may have in its possession. At Purchaser's election, Purchaser may obtain, at Purchaser's expense, a current survey of the Property. If the survey discloses any Exceptions (other than Permitted Exceptions) which will materially and adversely affect Purchaser's intended use of the Property, Purchaser may object

to such Exceptions by following the procedures set forth in section 4(b) above. Seller shall have the ability to remedy the defect(s) in the same manner provided in section 4(b) above, and with the same consequences. Within 2 days of the effective date of this Agreement, Seller shall provide Purchaser with a copy of all existing surveys in Seller's possession.

(d) Permitted Exceptions. Subject to Purchaser's rights under sections 4(b) and 4(c) above, the Property shall be conveyed to Purchaser subject only to the following Exceptions, all of which shall be "Permitted Exceptions":

(i) Those Exceptions which are affirmatively approved by the Purchaser in writing;

(ii) Those Exceptions which the title insurer will "insure over" with affirmative coverage acceptable to Purchaser;

(iii) Easements for water, sanitary sewer, storm sewer, electricity, telephone, and other utility purposes, if any, which do not interfere with Purchaser's intended use of the Property; and

(iv) Real estate taxes subject to the tax proration provisions of this Agreement.

5. Property Taxes and Other Prorations. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to the year of closing will be paid by Seller without pro-ratio. Taxes which are first billed in the year of closing will be pro-rated so that Seller will pay taxes from the first of the year to the closing date and Purchaser will pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as the date of closing, the then current taxable value and tax rate and any administrative fee will be substituted and pro-rated, the provisions of Michigan Public Act 80 of 1994 being waived

Special Assessments that are or become a lien on the Property on or before date of Closing of this Agreement shall be paid by Seller.

6. Conditions Precedent to Closing. Purchaser shall have twelve (12) months in which to perform such due diligence and conduct such investigations as the Purchaser deems necessary in order to determine whether the property is suitable for Purchaser's intended use ("Due Diligence Period"). Purchaser may for any reason at any time prior to the expiration of the Due Diligence Period cancel this Agreement upon written notice to Seller. Upon such termination, neither party shall have any further obligation to each other. In addition, and not by way of limitation, Purchaser's obligation to close is also contingent upon the following:

(a) Transfer of Assets. All actions, proceedings, instruments and documents necessary or appropriate to consummate the transactions contemplated by this Agreement or incidental thereto, and all other related legal matters, shall have been approved by counsel for Purchaser.

(b) Performance by Seller. Seller shall have performed and complied with all agreements, covenants and conditions required by this Agreement to have been performed or complied with by it prior to or at the time of closing.

(c) Accuracy of Representations and Warranties. The representations and warranties made herein

shall be correct on, and as of, the date of closing with the same force and effect as through such representations and warranties had been made as of such date.

- (d) Validity of Documents. The instruments executed and delivered to Purchaser pursuant to this Agreement are valid in accordance with their terms, and effectively vest in Purchaser good and marketable title to the Property free and clear of any liabilities, obligations and encumbrances, except as referenced above.
- (e) Environmental Condition of Property. Seller providing to Purchaser within 2 days of the date of this Agreement all reports of environmental investigations and engineering studies in its possession or control related to the Property.

7. Risk of Loss.

- (a) Risk of Loss. Until the closing of the transaction contemplated by this Agreement, all risk of loss relative to the assets being purchased under this Agreement, including, but not necessarily limited to, all loss occasioned by fire, theft, vandalism, mischief, flood, windstorm, accident, act of God, or other casualty shall be born by the Seller or existing title holder.
- (b) Purchaser's Option. In the event, prior to the closing of the transaction contemplated by this Agreement, all or any portion of the Property is lost, stolen, vandalized or damaged, Seller shall notify Purchaser in writing of such occurrence and Purchaser shall have the option to terminate this Agreement or to consummate this Agreement.

8. Closing. Upon satisfaction or waiver of all contingencies, closing shall take place at the offices of Capital Fund Title Services, LLC on or before September 15, 2013.

9. Deposit; Default; and Contingency.

- (a) Within 5 days from the Effective Date of this Agreement Purchaser shall pay One Thousand and no/100 Dollars (\$1000.00) to the Seller. This payment shall be nonrefundable to the Seller, however, it shall be applicable to the purchase price at closing.
- (b) If Seller fails to meet its obligations hereunder, including closing on or before the above closing date or extend the closing date as provided by this Agreement, upon demand by Purchaser, the payment shall be returned to Purchaser and Purchaser may pursue such legal and equitable remedies that may be available to it. In the alternative, Purchaser may have specific performance of this Agreement.

(c)

10. Authority. Each party will provide to the other such documentation as reasonably requested which establishes that each party has the requisite authority to consummate the transactions set forth herein including, but not necessarily limited to, corporate resolutions, partnership resolutions, certificates of good standing, certified copies of certificates of co-partnership, and certified copies of partnership agreements, or if a limited liability company, such similar documentation establishing the party's authority.

11. Miscellaneous.

- (a) Brokerage Commission. Purchaser and Seller mutually represent to each other that they have not negotiated with any broker in connection with this Agreement. Each party agrees that should a claim be made against the other party for a commission from any broker other than the broker(s) named herein by reason of the acts of such party, the party upon whose acts such claim is predicated shall hold the other party free and harmless from any and all liability and expense in connection herewith.
- (b) Expenses. Each party hereto shall pay its own expenses incident to the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby; provided, however, that nothing herein contained shall relieve any party hereto of any liability arising from a breach of such party of any provisions of this Agreement.
- (c) Assignment. This Agreement shall be binding on and inure to the benefit of all assigns, successors and representatives of the respective parties hereto. It is acknowledged that Purchaser has the right to assign its rights under this Agreement at, or before, closing, and that Purchaser's assignee has the right to rely upon the representations and warranties contained herein which shall survive closing.
- (d) Modifications; Waiver. This Agreement shall not be modified except in writing and signed by all parties whose rights and/or obligations are to be modified.
- (e) Notices. Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing and be delivered personally or sent by certified mail, return receipt requested to the addresses set forth on the first page of this agreement. Any notices given by mail shall be deemed to have been given as of the day following the date of posting.
- (f) Entire Agreement. This Agreement, the exhibits attached hereto, the side Agreement between Seller and Purchaser constitute the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller.
- (g) Applicable Law. This Agreement and the transaction contemplated hereunder shall be construed and interpreted under the laws of the State of Michigan.
- (h) Survival of Representations and Warranties. All statements contained in this Agreement, or in any certificate, or instrument delivered by, or on behalf of, any party pursuant to this Agreement shall be deemed representations and warranties by the parties making them. All parties agree that the representations and warranties contained herein shall survive the closing under this Agreement. This Agreement shall not be merged into any instruments or documents executed and delivered at the Closing but shall survive the Closing and the representations and warranties and covenants made herein shall remain in full force and effect.
- (i) Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- (j) Access to Property. Seller hereby agrees that the Purchaser, or its Assignee, shall have the right to go upon the Property during the term of this Agreement, for any of the purposes

contemplated by this Agreement, including, but without limitation, for the purposes of taking samples of the soil and/or groundwater on the Property to be analyzed for any hazardous materials or substances. Purchaser shall also have the right to go upon the Property and in the building thereon to market and show the Property to potential tenants or investors. Purchaser shall indemnify, defend and hold the Seller harmless for any injuries, losses, claims, demands, causes of action, damages, judgments, fines and expenses of any kind or nature, to any persons which occur as a result of the entry of the Purchaser, or its Assignee, upon the Property.

- (k) Closing Costs/Seller. It is agreed that Seller shall be responsible for the following closing costs at prior to closing:
  - (i) Owner's title insurance policy without standard exceptions;
  - (ii) State and County transfer taxes and fees on the deed to be given, if any;
  - (iii) All costs required and necessary to clear title;
  - (iv) Preparation of deeds;
  - (v) Seller's Legal Fees;
  - (vi) One half of the Closing Fees; and
  - (vii) Any amount owed to the Purchaser, if any, as a result of the real estate proration as provided in section 5.
- (l) Closing Costs/Purchaser. It is agreed that Purchaser shall be responsible for the following closing costs at or prior to closing:
  - (i) Any recording fees for recording the warranty deed;
  - (ii) Any amount owed to a surveyor for the preparation of the survey;
  - (iii) Any amount owed to Seller, if any, as a result of the real estate tax proration as provided in section 5;
  - (iv) Purchaser's legal fees; and
  - (v) One half of the Closing Fees.
- (m) Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.
- (n) Documents to be Furnished by Seller on Closing Date. On the Closing Date, Seller shall deliver to Purchaser the following documents, each of which shall be in a form reasonably satisfactory to Purchaser and its counsel:

- (i) A warranty deed to the Property in recordable form conveying fee title and all available divisions under the Land Division Act.
- (ii) An affidavit executed by Seller in form required by the title insurance company to remove standard exceptions from the Owner's policy of title insurance to be issued to Purchaser.
- (iii) A certificate of Seller to the effect that all of Seller's representations and warranties contained in paragraph 3 are true and correct as of the Closing Date, or stating the extent, if any, that any such representations and warranties are not then true and correct;
- (iv) A Bill of Sale for personal property being transferred (if any);
- (v) An assignment of Seller's rights under any service contract which are assignable and which Purchaser determines to assume, along with the original or true copy of each service contract assigned; and
- (vii) Any other documents reasonably requested by Purchaser or Purchaser's title insurer.
- (o) Effective Date: The effective date of this Agreement shall be the later of the dates this Agreement is signed by Purchaser and Seller.
- (p) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Any facsimile signature hereon shall be given the same force and effect as an original signature.
- (q) Acceptance Deadline: This offer shall be deemed null and void unless Seller has signed below and provided a copy of its acceptance to Purchaser within two (2) business days after Purchaser's signature below.
- (r) Closing Statement: On the Closing Date, Purchaser and Seller shall each deliver to the other a closing statement reflecting payment of the Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel.
- (s) Intentionally Omitted.
- (t) Intentionally Omitted.
- (u) Documents to be Produced: Seller shall provide the Purchaser, within 2 days of acceptance of this Agreement, copies of all surveys, leases, engineering studies, environmental reports, soil tests and borings, building engineering plans, historical plans and data, and other related studies and/or correspondence particular to the subject Property. Closing shall be extended one day for each day after Seller does not provide said documents beyond the 10 day period.

12. It is hereby acknowledged that neither Purchaser, nor its assignee, assumes any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, any requirement to report, assess, investigate, abate and/or remediate the subject property), and Seller shall be responsible for compliance with any such requirement.

13. Additional Obligations of Seller and Purchaser.

Upon the effective date of this Agreement, Buyer shall be responsible for the routine maintenance of the property which shall include lawn mowing, if any, landscaping/weed control, and snow removal of the public walk ways. Buyer shall not be responsible for the maintenance of any structures on the premises, except that debris or pieces of the structure fall off or are blown off the building, Buyer shall remove so they do not cause harm or liability to Seller or Buyer.

Buyer shall have the right to place signage on the property, advertising and marketing the site for redevelopment, upon execution of this agreement

This Agreement, as well as any condition to close, shall be contingent upon the Premises being properly zoned for Buyer's intended use. The Premises shall have all necessary approvals and permits from any and all governmental agencies necessary for Buyer's intended use. Seller shall assist Buyer with all approvals necessary, which shall be at Buyer's cost and expense.

Seller and Buyer shall obtain any and all possible incentives and or grants available for the remediation and clean-up of the environmental contamination that may be present on the Premises, as well as any other conditions that may exist on the Premises that would be included as eligible activities for reimbursement under blighted property standards. Seller agrees to that in order for this Agreement to move to a closing, they will support a county managed Brownfield TIF plan.

Seller and Buyer shall use their best efforts to remove any structures from the property as soon as possible after the effective date of this agreement. Buyer shall not incur any hard costs for such removal, until such time as financing may become available. If Seller has funds, or can obtain funds to remove the structure, it may at its sole cost and expense. In the event Seller or Buyer cannot feasibly remove the structures, Buyer shall paint the structures.

14. Construction. Purchaser agrees to make a good faith effort to use a local work force or to have its general contractor use a local work force for the majority of the construction of the redevelopment of the Property so long as the use of local work force is economically and financially feasible and where there is a qualified subcontractor or personnel. As used in this paragraph local work force means construction business that are based in within a 30-mile radius of the Property.

15. Following the execution of this agreement, Purchaser shall engage an environmental consultant, a soils engineer and a land surveyor of its choice to perform post closing due diligence items such as a Phase I ESA, further environmental investigation if recommended by the environmental consultant, a geotechnical investigation to determine the suitability of the site for development, and an ALTA Survey (the "Post Closing Investigation"). In the event that Purchaser concludes, based upon the Post Closing Investigation that development of the Property is cost prohibitive, , or that the survey reveals encroachments or impediments to development, then Purchaser may elect to terminate this agreement.



The parties have executed this Buy/Sell Agreement effective on the date and year first above written, and Purchaser and Seller acknowledge receipt of an executed copy of this Agreement.

SELLER: Ingham County Land Bank Fast Track Authority

---

By: Eric Schertzing  
Its: Chairperson

Dated: December \_\_\_\_, 2010

PURCHASER: Gillespie Development, LLC  
a Michigan limited liability company

---

By: Patrick Gillespie  
Its: Member  
Dated: \_\_\_\_, \_\_\_\_, 2012

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO APPROVE THE GENERAL CONTRACTOR POLICY AND  
GUIDELINE MANUAL OF THE INGHAM COUNTY LAND BANK FAST TRACK  
AUTHORITY**

**RESOLUTION #12-15**

**WHEREAS**, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, ("the Act") establishes the State Land Bank Fast Track Authority; and

**WHEREAS**, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

**WHEREAS**, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

**WHEREAS**, Section 4.08(d) of the Intergovernmental Agreement requires the Board to adopt policies to implement day-to-day operations of the County Authority;

**THEREFORE BE IT RESOLVED**, that the Authority approves the proposed General Contractor Policy and Guideline Manual subject to approval by the County Attorney.

Aye:   Nay:   Absent:



*General Contractor Policy and  
Guideline Manual*

This Manual was created in order to address general construction contractor requirements, policies and guidelines. Some requirements may differ depending on the funding source.

July, 2012



# Table of Contents

Section 1: General Contractor Requirements .....	4
General Expectations for Contractors .....	4
Ethical Practices .....	5
Minority and Women Owned Businesses and Section 3 Businesses.....	6
Local Vendor Preference Policy .....	9
Liquidated Damage .....	9
Retainage Guidelines .....	9
Weather Delay Guidelines .....	10
Renovation, Repair and Paint (RRP) Program.....	10
Discrimination Complaint Resolution & Appeal Process Concerning Contractors and Subcontractors .....	10
Dispute Resolution & Appeal Process Concerning Project Managers & Contractors/Subcontractors .....	11
Section 2: Applying to be a bidder .....	13
General Information .....	13
Section 3: Specifications .....	14
General Information .....	14
Section 4: Bid Process .....	15
General Information .....	15
Procurement Policies and Procedures .....	18
Sealed Bid Process .....	18
Section 5: Award of Contract .....	19
General Information .....	19
Section 6: Payment Procedures .....	20
General Information .....	20
Partial Draw Requests .....	20
Documents Required for Partial Payment.....	20
Documents Required for Final Payment.....	20
Contract Extension Guidelines.....	21
Change Orders .....	21
Section 7: Requirements for Federally Funded Projects .....	22
Excluded Parties List System (ELPS).....	22
Limited Denial of Participation.....	22
Byrd Anti-Lobbying Certifications .....	22
Equal Employment Opportunity .....	55
Lead Abatement Requirements .....	22
Lead Clearance Policy.....	23

Davis Bacon Act .....	23
The Contract Work Hours and Safety Standards Act .....	24
The Copeland “Anti-kickback” Act .....	24
WH-347 Wage & House Division Form.....	24
Patent Rights, Copyrights and Rights in Data Guidelines .....	24
Patents .....	24
What is Intellectual Property? .....	25
Governing Regulations Concerning Intellectual Property & Federal Grants .....	25
Inventions .....	25
Rights in Data .....	25

# Section 1:

## General Contractor Requirements

---

### GENERAL EXPECTATIONS FOR CONTRACTORS

The Ingham County Land Bank expects the following from all approved contractors.

1. To perform all work in accordance with the Ingham County Land Bank's Technical Specifications including quality workmanship, subject to inspection and approval by the Ingham County Land Bank.
  - a. If the project manager finds the work unsatisfactory or if the contract relations between the contractor and other parties are found to be unsatisfactory, the project manager may remove your name from the approved list.
2. That proof of adequate insurance and Workers Compensation, and copies of any appropriate licenses, DBA documents and identification as your trade or governmental agencies require will be provided to this office at time of application, and will be **kept current at all times** throughout the term of work completion with the Land Bank. The Ingham County Land Bank is to be listed on your policies as an "Additional Insured" when under contract for a project. For current *Vendor Insurance Requirements* please visit our website or contact our office. These documents are required to be on file and current prior to the issuing of the Proceed to Work Notice for Construction Projects.
3. The Land Bank may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.
4. The Ingham County Land Bank reserves the right to remove you from the contractor list if any of your licenses and insurance certificates expire and you do not provide us with updated copies.
5. That you will agree to follow to the US Department of Housing and Urban Development regulations pertaining to equal employment opportunity as they apply to any project or projects.
6. That all work will be done in conformance with all applicable codes and zoning regulations.
7. That you will conduct business (sign documents, submit bids and bills, etc...) under the name as it appears on the Contractor's license, other applicable licenses or DBA documents. The contract must be completed under the business name listed on the Contract and insurance must be maintained under that same name until the completion of the contract.
8. Signatures on all documents may only be those of qualifying officers and owners, not employees. If you would like to authorize someone within your company to sign on your behalf, please submit a request letter to the Land Bank Office signed by a qualifying officer or owner.

## **ETHICAL PRACTICES**

It is an expectation that contractors, their employees and their subcontractors will conduct themselves and their business in an ethical manner when working on Ingham County Land Bank construction projects. As a representative of the Land Bank, you are expected to uphold the philosophies and mission of the Land Bank when dealing with neighbors, staff, vendors and other people you may come in contact with during the course of the project. By accepting a contract with the Land Bank, you will be expected to conduct business practices within a high ethical and moral framework.

Contractors, their employees and their subcontractors should strive to:

1. Put loyalty to the highest moral principles and to put country above loyalty to government, persons, party, or department.
2. Uphold the Constitution, laws, and legal regulations of the United States, the State of Michigan, Ingham County, and of all governments therein and never be a party to their evasion.
3. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
4. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept for him or herself or his or her family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his or her work duties.
5. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of their work duties.
6. Never use any information coming to him or her confidentially in the performance of duties as a means for making private profit.
7. Expose corruption wherever discovered.
8. Uphold these principles, ever conscious that the Ingham County Land Bank is a public corporation.
9. Shall disclose in all good faith any conflicts of interest. It is the responsibility of each contractor and their employees and subcontractors to plainly point out when and where their own financial interests (or those of their friends or family) are entangled, or are likely to become entangled, with the duties of their position. The disclosure should be made in as public a manner as seems appropriate, being briefly repeated in each forum at which the matter arises. If a contractor, their employee or subcontractor wishes to disclose an involvement which had not yet arisen in the course of their business, or wishes to provide additional information about a matter which has, a proper format is to write a letter to the Executive Director, to be received and filed at the Land Bank office.
10. In regards to gifts other than political contributions: Even with all the problems of political fund raising, the fact that a gift to a public official is made in the form of a contribution to a campaign makes the gift comparatively easy to deal with because there are formal systems for regulating and reporting such gifts, and because they play a fairly well-defined role in our system of government. A gift to a candidate or official which is NOT a political campaign contribution is generally far more troublesome to deal with. Under appropriate circumstances, gifts may include providing cash or other tangible items. In the absence of any legitimate explanation, any direct gift of cash

from a person with a financial interest in the actions of the Land Bank is generally improper. It is not proper for a member of staff or Board Member to permit a private party with any substantial interest in Land Bank business to routinely and repeatedly pay for meals, travel, entertainment or lodging. In the absence of unusual circumstances, the receipt of a gift of insignificant value-for the purposes of this policy, less than \$25-is not improper.

Anyone---including Board Members, Land Bank employees, contractors, their employees and their subcontractors and members of the public---who suspects that unethical behavior is occurring, is encouraged to express their concerns to appropriate authorities.

It is the practice of the Ingham County Land Bank to encourage individuals who have sincere concerns about possible ethical problems to come forward with those concerns, even if they should eventually turn out to be unfounded. It is the practice of the Ingham County Land Bank that any individual who complains about a possible ethics problem is responsible only for the sincerity of the complaint, and is to be protected from discipline or other adverse employment outcome, to the extent the complaint was sincerely based at the time it was made.

Depending upon the circumstances, it may be proper to bring the concerns to one or more of the following:

- The Board Member or Land Bank employee or the contractor, their employee or their subcontractor whose conduct is questioned
- The Executive Director
- The Board of Directors
- The Board Chair

If the person believes the situation is serious enough to warrant formal review, or any initial contacts have not resulted in a satisfactory resolution, a written complaint should be addressed to the Executive Director, which will in turn trigger a formal review of the complaint.

If substantial proof exists to support complaints of unethical practices, the Land Bank reserves the right to dissolve business relationships with the contractor.

### **MINORITY AND WOMEN OWNED BUSINESS AND SECTION 3 BUSINESSES**

All contractors participating in any Ingham County Land Bank construction projects are required to take affirmative steps to solicit minority and women owned business enterprise firms as well as Section 3 registered businesses and eligible individuals as subcontractors to complete contract work which has been awarded.

#### **Minority and Women Owned Business Enterprise Firms**

Affirmative steps shall include the following:

1. Soliciting qualified minority and women owned business subcontractors to include placing them on solicitation lists when subcontractors are being solicited.
2. Affirming that minority and woman owned business subcontractors are solicited whenever they are potential sources.



3. Dividing overall obligations, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority and women-owned subcontractors.
4. Establish delivery schedules, where the requirement permits, which encourage participation by minority and women-owned business contractors.

In order to become a Certified Women Owned Business contact the Michigan Women Business Council at 734-677-1400 or [www.miceed.org](http://www.miceed.org). To inquire about becoming a Certified Minority Owned Business contact the Michigan Minority Development Council at 313-873-3200 or [www.mmbdc.com](http://www.mmbdc.com). To become a Certified Women Owned Business or Minority Owned Business for the purpose of bidding on State of Michigan contracts contact the Department of Management and Budget.

### **Section 3 Registered Businesses and Eligible Individuals**

The Section 3 provision of the Housing and Urban Development Act of 1968 requires all recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods.

All requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to the Ingham County Land Bank's construction contracts. Determine your eligibility as a Section 3 Business Concern and forward required documentation to the Land Bank office.

Visit our website or contact our office for documents that will assist you in meeting Section 3 guidelines.

### **Section 3 Contracting Policy for Housing Rehabilitation**

(Adopted 6/14/10)

The Section 3 provision of the Housing and Urban Development Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. All requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to the NSP1 and NSP2 housing rehabilitation contracts.

The Ingham County Land Bank Fast Track Authority has established the following policy in order to meet Section 3 Requirements:

- All contractors who are awarded contracts in the amount of \$100,000.00 or more must meet the following responsibilities of Section 3. If the contractor or his subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and /or subcontracting opportunities to Section 3 residents and business concerns in the following manner:
  1. 30 percent of all new hires must be Section 3 Residents.
  2. 10 percent of construction contracts (subcontracts) must be awarded to Section 3 Business Concerns
  3. 3 percent of non-construction contracts must be awarded to Section 3 Business Concerns.
- Ten percent of the total dollar amount of all contracts for building trades work in connection with all housing rehabilitation contracts shall be awarded to Section 3 Business Concerns. Contractors that meet the definition of a Section 3 Business Concern may receive preference in bid award if their bid is within 5% of a non-Section 3 firms qualified low bid, and the bid from the Section 3 Business Concern is determined to be a qualified bid as well.

The Ingham County Land Bank requires that all approved contractors determine their eligibility as a Section 3 Business Concern. If eligible as a Section 3 Business Concern, they are required to turn in a Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. This certification must be emblazoned with their Corporate Seal or be notarized, and must be accompanied by the attached statement of penalty for falsifying information. In addition, the contractor must provide the Ingham County Land Bank with a Resident Employment Opportunity Data form for each employee who qualifies as a Section 3 Resident.

Persons qualifying as Section 3 residents must meet one of the following criteria:

- A public housing resident residing within Ingham, Eaton or Clinton county; or
- A low or very low-income person residing within Ingham, Eaton or Clinton County (household income below 80% of area median income based on household size).
- A resident of Ingham, Eaton or Clinton County who meets at least one of the following criteria:
  - a. A current recipient of unemployment benefits or other government subsidies.
  - b. A returning Veteran
  - c. A recent college or vocational school graduate
  - d. Women in non-traditional careers
  - e. Youth build participants

Businesses seeking preference as a Section 3 Business Concern must demonstrate that it meets one of the following criteria:

- 51 percent owned by Section 3 residents residing within Ingham, Eaton or Clinton county; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents residing within Eaton, Ingham or Clinton county, or within 3 years of the date of first employment with the business concern were qualified as Section 3 residents
- A business may also qualify as a Section 3 Business concern if it has a commitment to sub-contract in excess of 25% of the dollar award of all sub-contracts to be awarded to Section 3 Business Concerns. If a business wishes to utilize this method, a Section 3 Utilization Plan must be submitted with the bid, detailing the methods of reaching this requirement.

All Section 3 Business Concerns are required to document current employment data. Submit this data with your Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. Current employment data must also be supplied to the Ingham County Land Bank upon award of each contract to a Section 3 Business Concern or to a contractor who enters into a contract of \$100,000.00 or more.

Contractors must also document efforts to hire Section 3 residents as well as documenting efforts to direct subcontracting opportunities to Section 3 Business Concerns. Contractors must also document efforts to award 3 percent of non-construction contracts to Section 3 Business Concerns, if applicable. This documentation must be submitted to the Ingham County Land Bank by Section 3 Business Concerns prior to request for final payment of each job, for verification purposes.

All contractors are further encouraged to have their local subcontractors determine their eligibility as Section 3 Business Concerns also, and to forward the above business and resident Certification and Resident Employee forms to the Ingham County Land Bank.

For more information regarding Section 3, visit <http://www.hud.gov/offices/fheo/section3/section3.cfm>

### **LOCAL VENDOR PREFERENCE POLICY**

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County. See Section 4 for more information on Procurement Policies including local vendors.

### **LIQUIDATED DAMAGES**

In the event that the Contractor fails to complete the work within the specified time, or extension of time granted by the Land Bank, the Contractor agrees to pay the Land Bank, as liquidated damages and not as a penalty, a sum to be stated in the executed contract, per unit, for each successive calendar day after the specified time that the work remains incomplete, except where the delay is at the request of the Land Bank, or otherwise beyond the control of and without the fault or negligence of the Contractor. The Land Bank may set off the liquidated damages from any payments due the Contractor.

### **RETAINAGE GUIDELINES**

Retainage: Retainage is a portion of the contract deliberately withheld until all work is complete to assure that the contractor will satisfy its obligations and complete the project. On construction contracts, retained funds may be withheld as follows.

- ❖ 10% shall be withheld from each invoice until payment exceeds 50% of the contracted amount. Contractor shall show retained funds as a negative on their invoice labeled "Retainage,"
- ❖ Should the contractor be making satisfactory progress at the 50% payment level, no further retainage shall be withheld.
- ❖ If the contractor is not making sufficient progress, a 5% retainage of the contracted amount shall be withheld. Again, the Contractor shall show retained funds as a negative on their invoice labeled "Retainage."

All withheld retainage amounts shall be paid to the Contractor once the following conditions are all met.

- 1) All written punch list items are complete to the satisfaction of the Project Manager.
- 2) All lien waivers are provided to the Land Bank.
- 3) All warranty and operation manuals for new materials installed through the General Contractor's contract are provided to the Land Bank. This should include items such as shingles, windows, siding, appliances, water heaters, furnaces, air conditioners, thermostats, garage doors and openers, exterior doors, and so on.

- 4) One, or more, insulation certificates are provided to the Land Bank to meet the requirements of the energy audit.
- 5) As applicable, a lead clearance exam and post-rehabilitation thermal rating is completed and any deficiencies rectified.
- 6) All required funding-based tracking data is submitted to the Land Bank.
- 7) All City/Township permits are closed and documentation is provided to the Land Bank.
- 8) Contractor provides Land Bank with an Invoice listing all Retainage Amounts and Dates

### **WEATHER DELAY GUIDELINES**

Weather-delayed items: In cases where certain weather-related portions of the project are delayed by the weather through no fault of the general contractor or his subcontractors, a contract addendum will be offered to complete the work when weather allows.

The terms of that addendum shall include, but not be limited to:

- 1) The sum of money to be withheld from final payment is to be 1-1/2 times the bid amount for that item or items.
- 2) The addendum shall include an end date which can only be extended due to further weather delays.
- 3) The addendum shall carry the same liquidated damages clause as the original contract.

### **RENOVATION, REPAIR AND PAINTING (RRP) PROGRAM CERTIFICATION**

**ALL** approved contractors must be registered with the EPA as a Renovation, Remodeling and Painting Firm. A copy of each contractor's EPA-issued certificate must be on file with the Land Bank to be a bidder on projects. Additionally, at least one employee must possess a Certificate for RRP Training from an accredited trainer. For more information on RRP, visit the EPA website at: <http://www.epa.gov/lead/pubs/renovation.htm#requirements> or contact the Land Bank office. For training opportunities, visit the State of Michigan Department of Community Health website at [http://www.michigan.gov/mdch/0,1607,7-132-2940\\_2955\\_2983---,00.html](http://www.michigan.gov/mdch/0,1607,7-132-2940_2955_2983---,00.html).

### **DISCRIMINATORY COMPLAINT RESOLUTION AND APPEAL PROCESS CONCERNING CONTRACTORS AND SUBCONTRACTORS**

While all efforts are made to avoid any actual or perceived sense of discrimination, the Ingham County Land Bank recognizes the possibility of complaints claiming discrimination on the basis of race, sex, national origin, religion, sexual orientation, gender identity or any facet of eligibility in the selection of contractors. The following process will be followed for such complaints.

1. **Complaints must be made in writing.** Contractors and Subcontractors are informed of the complaint procedure when they are selected.
2. **Complaints may be made by a Contractor or Subcontractor and will be addressed in a timely manner.** In any instance of such discrimination complaints, the initial contact person is

the Executive Director. Within 15 business days, the Executive Director shall investigate and respond to the complaint in writing to the individual (s) filing the complaint.

3. The Executive Director will review complaint and said findings and work towards resolution of the said complaint with all parties.
  - A. If resolution of complaint is reached, the Executive Director will report to the Chair of the Ingham County Land Bank's Board of Directors the results of complaint. Resolution of said complaint will be put in writing asking for signature and return of resolution form.
  - B. If no resolution is reached, the Executive Director will be instructed to inform the claimant that the following steps will be taken:
    1. If the individual(s) wishes to appeal the decision of the Executive Director they need to file a written complaint to the Chair of the Ingham County Land Bank's Board of Directors within 30 days of the Executive Director's written response.
    2. The Ingham County Land Bank Chairperson shall investigate and respond to the appeal request within 30 days.
    3. If unsatisfied with the Chair's decision then a written appeal may be made, within 30 days, to the Ingham County Land Bank Board of Directors.

If the individual filing the complaint does not accept the final decision of the Ingham County Land Bank's Board of Directors they shall be referred to the Michigan Department of Civil Rights Fair Housing Office at 800-482-3604.

### **DISPUTE RESOLUTION AND APPEAL PROCESS CONCERNING PROJECT MANAGERS AND CONTRACTORS/SUBCONTRACTORS**

1. Dispute resolution shall begin with the Project Manager. **Formal complaints must be made in writing.** Contractors and Subcontractors are informed of the complaint procedure when they are selected.
2. **Complaints may be made by a Project Manager, Contractor or Subcontractor and will be addressed in a timely manner.** A complaint is responded to by the Executive Director within 15 working days of the date of the complaint.
3. The Executive Director will review complaint and said findings and work towards resolution with all parties.
  - A. If resolution of complaint is reached, the Executive Director will report to the Chair of the Ingham County Land Bank's Board of Directors the results of complaint. Resolution of said complaint will be put in writing asking for signature and return of resolution form.
  - B. If no resolution is reached, the Executive Director will be instructed to inform the claimant that the following steps will be taken:

1. If the individual(s) wishes to appeal the decision of the Executive Director they need to file a written complaint to the Chair of the Ingham County Land Bank's Board of Directors within 30 days of the Executive Director's written response.
2. The Ingham County Land Bank Chairperson shall investigate and respond to the appeal request within 30 days.
3. If unsatisfied with the Chair's decision then a written appeal may be made, within 30 days, to the Ingham County Land Bank Board of Directors.

**Referral to Dispute Resolution Services Required If Conflict not Satisfactorily Resolved**

Should the above-listed efforts fail to resolve all outstanding issues; the Ingham County Land Bank will seek the services of the closest Dispute Resolution/Mediation Program.

**DISPUTE RESOLUTION CENTER OF CENTRAL MICHIGAN**

2929 Covington, Suite 201  
Lansing, MI 48912  
Phone (517) 485-2274  
Fax (517) 485-1183  
E-Mail [drccm.beauregard@tds.net](mailto:drccm.beauregard@tds.net)  
Contact: Karen Beauregard

**REINSTATEMENT TO BIDDERS LIST**

A contractor who is removed from the bidders list may, in writing, request reinstatement to the bidders list. Each request will be considered on a case by case basis. The contractor must include documentation to prove that the issue which caused them to be removed has been rectified.

## Section 2:

# Apply to be a Bidder

---

### GENERAL INFORMATION

Contractors interested in appearing on the Ingham County Land Bank's Contractor Bidders list must first complete the Contractor Application, including W-9. Forms to complete are available on our website or contact the Land Bank Office for an application.

Contractors must be licensed for the trade they practice in accordance with state and/or federal licensing boards and requirements. A current copy of that license must be on file with the Land Bank in order to award a contract.

Contractors must carry liability insurance and workman's compensation insurance (as applicable by state statute) at limits that meet Land Bank requirements. For current *Vendor Insurance Requirements* please visit our website or contact our office.

Contractors must train and be EPA certified in Lead Based Paint Renovate, Repair and Paint (RRP) Program.

Contractors are highly encouraged to be trained and certified in Lead Based Paint Abatement according to the State of Michigan rules. Contractors without proper training and certification may not be asked to bid project involving lead abatement activities.

Once an application is received, all information will be verified and reference checked. Once approved, the contractor will be offered opportunity to bid within the current bidding rotation.

## Section 3:

# Technical Specifications

---

### GENERAL INFORMATION

In many rehabilitation projects, technical specifications will be provided for that project. This document is the basis for bidding and becomes part of the contract. Questions regarding the prepared technical specifications should be directed to the Project Manager listed in the bid documents.

1. Specifications must be on-site at all times during construction.
2. Historic homes require special considerations during rehabilitation. Specifications for these homes will include a special Contractor Notice. Read these specifications carefully.
3. The *Instruction to Bidders* section of the specifications contain the legalities of the contract between the Land Bank and the contractor. Please read them when you receive your bid packet. Different versions of *Instruction to Bidders* may be found depending on the source of funding for that project.
4. The General Requirements apply to all contracts including trades contracts.
5. Change Orders are not valid until all parties have signed the document. If you choose to proceed with change order work prior to knowing signatures have been secured, you will not be paid for your work.
6. Contracts may include alternate method, material or activity. They may or may be accepted as a part of the contract. If you choose to proceed with contract alternatives without consulting the contract to see if they were accepted by the Land Bank, you will not be paid for your work.



# **Section 4:**

## **Bid Process**

---

### **GENERAL INFORMATION**

The Ingham County Land Bank uses several styles of procurement. Rehabilitation projects may be bid out to General Contractors who provide pricing for the entire project. The Land Bank may also directly bid portions of a project to several subcontractors. In some cases, a sealed bid process is required while other projects are less formal and do not require the bids to be sealed.

### **PROCUREMENT POLICIES & PROCEDURES**

1. Any purchase of goods or services less than \$5,000.00 require the approval of the Chairman/Executive Director.
2. Any purchase of goods or services between \$5,000.00 - \$25,000.00 requires three written quotation request and approval by the Chairman/Executive Director.
3. Any purchase of goods or services over \$25,000.00 requires a formal sealed bid request and full board approval.
4. Request For Proposals will be used for a specific need and on all commercial re-development projects. They will be date and time specific. They will be opened and read publicly at the time and date specified in the proposal. Proposals received after the time and date specified will not be accepted.
5. Professional services are defined as unique, technical and/or infrequent functions performed by an independent contractor by education, experience and/or technical ability to provide services. Professional services engagements may involve partnerships, corporations, or individuals. The competitive bidding requirements are not applicable in the following circumstances:
  - a. Transactions between the Ingham County Land Bank and any other governmental unit;
  - b. Emergency repairs or services;
  - c. Real Estate purchases;
  - d. Sole-source purchases;
  - e. Construction purchases;
  - f. Professional services under \$25,000.00.

6. Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County as follows:

To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a "registered local vendor"(RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted.

The RLV who submits a responsive quote which is within 5% of the lowest responsive quote shall be given the opportunity to reduce its quote to meet the lowest responsive Quote, and upon doing so, shall be considered to be the lowest responsive quote, provided however, that the initial lowest responsive quote is not from another RLV.

In the event that two (2) or more RLVs submit responsive quotes which are within 5% of the lowest responsive quote, the RLV with the lowest responsive quote shall be given the opportunity to reduce their quote to meet or be less than the lowest responsive quote, and upon doing so, shall be considered to be the lowest responsive quote, provided however, the initial lowest responsive quote is not from another RLV. In the event of a tie between two RLVs, where all other factors are equal in the sole discretion of the Land Bank, and where the Land Bank is unable to break the tie through additional negotiations, the award of the quote shall be by coin toss. However, negotiations shall be based solely upon the quote price, and the Land Bank shall not negotiate any changes to, or otherwise vary, the specifications, contract requirements or scope of work.

The RLV who submits a responsive proposal which includes a cost proposal which is within 5% of the cost of the lowest responsive proposal shall be given the opportunity to reduce its proposed cost to meet the cost of the lowest responsive proposal, and upon doing so, the proposal shall be evaluated as having a cost component which is the lowest; provided however, that the initial lowest responsive proposal is not from another RLV. Having the lowest cost proposal, however, does not necessarily result in the award of the proposal, because of other factors also being evaluated. In addition, a lowered cost proposal by an RLV which is premised upon, in whole or in part, changes to or variances to the published specifications, contract requirements or scope of work shall be considered non-responsive and will not be considered.

In the event that two (2) or more RLVs submit responsive proposals which are within 5% of the lowest responsive proposal, and the lowest responsive proposal is not from another RLV, the RLV with the lowest responsive proposal shall be given the opportunity to reduce the cost portion of their proposal to meet or be less than the cost component of the lowest responsive proposal. That proposal will be evaluated with the revised cost proposals. Having the lowest cost proposal, however, does not necessarily result in the award of the proposal, because of other factors also being evaluated.

If the RLVs who are given the opportunity to reduce cost quotes or proposals are unable or unwilling to reduce their quote or proposal costs to match the lowest responsive quote or proposal of a non-RLV, then the quote/proposal shall be awarded without regard to

RLV status.

RLVs who utilize non-RLVs as subcontractors for more than 50% of the value in a specific quote/proposal shall not be entitled to preference as a RLV for that specific quote or proposal.

When a RLV submits a responsive quote or proposal which is equal to a bid or proposal submitted by a non-RLV, then the responsive quote or proposal shall be awarded to the RLV.

The following purchases are exempt from the provisions of this policy:

- a. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety or welfare of the citizens of the County, or where in the judgment of the Land Bank the operational effectiveness or a significant Land Bank function would be seriously threatened if a purchase was not made expeditiously;
- b. Purchases with any sole source supplier for supplies, materials, or other equipment;
- c. Purchases between the Ingham County Land Bank and any other governmental unit.

Any person, firm, corporation or entity intentionally submitting false information to the Land Bank in an attempt to qualify for the local purchasing preference shall be barred from bidding on Land Bank contracts or a period of not less than three years.

Nothing in this policy shall be deemed to waive or constrain, in any manner, the sole discretion of the Land Bank, including, but not limited to:

- a. The right, in the exercise of sole discretion, to reject any and all quotes/proposals, waive any and all informalities and/or to negotiate contract terms with the successful bidder/vendor;
- b. The right, in the exercise of sole discretion, to disregard all nonconforming, non-responsive, unbalanced or conditionals quotes/proposals;
- c. The right, in the exercise of sole discretion, to evaluate the qualifications of the bidders/vendors, whether or not the quotes comply with the prescribed requirement, and alternatives and unit prices if requested in the quote/proposal forms;
- d. The right, in the exercise of sole discretion, to consider the qualifications and experience of subcontractors and other organizations (including those who are to furnish items of material or equipment), or to evaluate operation costs, maintenance considerations, performance data and guarantees of materials and/or equipment;
- e. To conduct such investigation as is deemed, in the exercise of sole discretion, necessary to assist in the evaluation of any quote/proposal and/or to establish the responsibility, qualifications and financial ability of the bidders/vendors, proposal

subcontractors and other persons or organizations to do the work in accord with the contract documents to the Land Banks satisfaction and/or within the prescribed time;

- f. The right, in the exercise of sole discretion, to reject the quote/proposal of any bidder/vendor who does not pass any such evaluation to the Land Banks satisfaction;
- g. The right, in the exercise of sole discretion, to reject all bids and suspend, discontinue or abandon the project/purchase, re-bid the project/purchase, or change or amend the requirements of the project/purchase.

Ingham County Land Bank will follow the same procedures regarding the Living Wage as directed by the Ingham County Board of Commissioners.

**Sealed Bid Process:**

1. When requested, Bids must be submitted in a sealed envelope with the project address or RFP Title and number. Bids must be date-stamped by Ingham County Land Bank at the time of submission.
2. Bids are opened promptly at the designated bid opening time. A late bid will not be accepted for consideration under any circumstances.
3. Mandatory attendance at Pre-Bid Meetings where lead paint hazards have been identified and at other Pre-Bid Meetings at the Project Manager's discretion.
4. All Bid documents must be completed and submitted. These documents may differ depending on funding sources or services requested.
5. List prices on all line items in the Technical Specifications provided. Contractors may supply additional page with project options or alternates. It is not guaranteed that they will be accepted.
6. Submit the cover sheet and all pages of the Technical Specifications or RFP to the Ingham County Land Bank by the stated due date to be considered. Failure to complete all items may result in disqualification.
7. Bids are thoroughly reviewed for completeness, costs and any options presented. Consideration is given for local vendors according to our policy. The most responsive bidder is offered a contract which may include an offer to match a non-local vendor's bid amount if the Local Vendor Preference Policy applies. Once a bidder accepts a contract, all other bidders are notified and a summary of bids is provided.

## Section 5:

# Award of Contract

---

### GENERAL INFORMATION

In most instances, a contract will be awarded to a contractor based upon their bid. Occasionally with small awards (i.e. less than \$2,500), a contract may not be executed. When a contract is used, the following procedure will generally be followed:

- Once the Proposal has been accepted, the contractor will be invited to a Pre-Construction Meeting. These are generally mandatory.
- At the Pre-Construction Meeting, the contract is signed and the contractor must submit the Contractor Application if not already on file with the Land Bank.
- Contractors are not to start work on any project without all required documentation including a signed contract and a notice to proceed.
- The Contract lists the Time of Performance for the project.
- If options were presented or discussed and accepted the contract will include them. Be sure you verify which options have been accepted.
- If you perform work that is not accepted on the contract or was not approved PRIOR to completion, **you will not be paid for that work.**

# **Section 6:**

## **Payment Procedures**

---

### **GENERAL INFORMATION**

The Land Bank publishes a yearly calendar of payment dates and due dates for invoices. It is available on our website or from the Land Bank office. Any Invoice received after the due date will be processed for the following payment date. All invoices must meet requirements in order to be paid. A copy of the Invoice Requirements is available at our website or at the Land Bank offices.

### **PARTIAL DRAW REQUESTS**

A contractor may request a partial draw as often as twice a month following the draw schedule provided at time of contract and available on our website. The draw can only be equal to or less than the work completed on the date of Invoice. No draws will be allowed for work that is not completed or for materials on site but not installed.

### **DOCUMENTS REQUIRED FOR PARTIAL PAYMENT**

- Invoice
- Partial lien waiver(s) from all subcontractors and all suppliers of any construction material.
- Sworn Statement (certain projects only)

### **DOCUMENTS REQUIRED FOR FINAL PAYMENT**

- Invoice
- Full, Unconditional lien waiver(s) from all subcontractors and all suppliers of any construction material.
- Contractor Warranty and Certification, under certain programs.
- Sworn Statement
- All Warranty, Guarantee and Operation Information on new products installed in the home.
- Copies of local jurisdiction's final-ed permits including dates of inspection (i.e. print out from City of Lansing Building Department) – Stickers are not sufficient.
- Submission of Insulation Certificate, as applicable
- Lead Clearance Exam Completed and Passed, as applicable
- Thermal Inspection Completed and Passed, as applicable
- Completion of all Punch List Items and re-inspected by Project Manager
- Request for Final Inspection: Contractor must contact the Project Manager at (517) 267-5221 or at (517) 580-8825 to schedule the final walk through.

**The Project Manager will:**

1. Walk through the project making sure all work is completed in a quality, workmanlike manner, to Land Bank standards as called for in the specifications and approved Change Orders, if any.
2. Prepare punch list of repairs if necessary, and transmit to contractor.
3. If lead clearance is needed, the Project Manager will order the clearance. The testing company will contact the contractor directly to schedule clearance tests.

**The Contractor will:**

1. Contact the appropriate Building Safety Inspector and schedule the Building Safety inspection. Please allow 3 to 4 days for scheduling of appointments.
2. Walk through the project and inspect work quality prior to contacting Project Manager.
3. Repair punch list items as required.
4. Contact the Project Manager to re-inspect if necessary.

**CONTRACT EXTENSION GUIDELINE**

Extensions to the contract end date may be issued by the Project Manager for the following reasons:

1. Unforeseen work must be completed to meet code requirements and were not included in the work specifications.
2. Hazardous conditions are discovered during construction that requires remediation.
3. Documented delays are encountered in getting inspections completed by code officials or lead/thermal inspectors.
4. Excessive weather related delays.
5. Land Bank staff alters the scope of work during construction which requires more time to complete.

Other extensions may be approved by either the Executive Director or the Board of Directors.

**CHANGE ORDERS**

A "Work Change Order" must be completed and signed by both the Project Manager and the Contractor. Details of the reason for the extension and the new end date, if applicable, must be included. Extension dates include time for thermal testing, lead testing, final building and trade inspections and time to complete punch list items. These items generally are considered to take two (2) weeks after contractor completes work.

## **Section 7:**

# **Requirements for Federally Funded Projects**

---

When projects receive federal funds, there are often extra requirements that apply to them. Below are basic summaries of those requirements. It is suggested that any bidding contractor or subcontractor become familiar with them by visiting the on-line sources listed. Any questions should be directed to the Project Manager.

### **EXCLUDED PARTIES LIST SYSTEM**

The Excluded Parties List System (EPLS) is a centralized database that lists individuals or companies excluded from receiving federal contracts, federally-approved subcontracts, or certain types of federal financial and non-financial assistance and benefits. The Ingham County Land Bank compares those contractors and subcontractors applying for approval to bid on construction projects against this list. Please visit [www.epls.gov](http://www.epls.gov) for more information.

### **LIMITED DENIAL OF PARTICIPATION**

Limited Denial of Participation is a compliance sanction. As with the Excluded Parties List System, the Ingham County Land Bank compares those contractors and subcontractors applying for approval to bid on construction projects against this list. Please visit <http://www.hud.gov/offices/enforce/ecmemo.cfm> for more information.

### **BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)**

Contractors 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. Please visit <http://www.law.cornell.edu/cfr/text/45/2543.87> for more information.

### **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, gender, sexual orientation, national origin or ancestry. EEO compliance needs to be included in all construction contracts.

### **LEAD ABATEMENT REQUIREMENTS**

The Ingham County Land Bank requires that anyone performing lead-based paint removal must meet the required criteria listed below:

- 1 You must comply with all requirements of:
  - The United States Department of Labor Occupational Safety and Health Administration



Part 29 CFR 1926.62 which applies to all construction work where an employee may be exposed to lead. Please visit [http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10641](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10641) for more information.

- The Environmental Protection Agency 40 CFR Part 745 which addresses the identification of dangerous levels of lead. Please visit <http://www.epa.gov/lead/pubs/rrp-hud-req-oct11.pdf> and <http://www.epa.gov/lead/pubs/renovation.htm> for more information.
- The United States Department of Housing and Urban Development 24 CFR Part 35 which establishes procedures for evaluating if a hazard may be present, regulating or eliminating the hazard, and notifying occupants of the results and the steps that were taken. For more information please visit <http://www.hud.gov/offices/lead/library/enforcement/LSHRGuidance21June04.pdf> for more information.

- 2 Interim Controls: All workers performing interim controls must possess certification in Safe Work Practices, AND a State of Michigan Supervisor must be on site supervising work AT ALL TIMES. This is required for federally funded projects under \$25,000.
- 3 Lead Abatement: All contractors performing abatement must be a Michigan state certified Lead Abatement Contractor. A Michigan state certified Lead Supervisor must be on site at all times directly supervising labor during abatement activities. All workers performing abatement work must be supervised by the certified Lead Supervisor, and must possess certification as a Lead Abatement Worker. Contractors must notify the State of Michigan prior to beginning a Lead Abatement job. This is required for federally funded projects over \$25,000.

\*\*\*The Ingham County Land Bank encourages all general and trades contractors and workers to receive lead abatement training. For training opportunities contact the City of Lansing Development Office at 517-483-4040.

**Land Bank Office Lead Clearance Policy:** Contractors who fail lead clearance must pay for the failed clearance(s). All clearances must be ordered by the Project Manager. Failure to abide by this policy jeopardizes your status as an approved contractor for our construction projects. Payment must be made to the Ingham County Land Bank in cash, business check, or money order (no personal checks), and will be escrowed and used to pay the lead testing company. Payment for failed clearances must be received by the Land Bank office before payment to the contractor for the project will be released. Contractors may not re-order clearance testing on failed jobs.

#### **DAVIS BACON ACT (40 USC 276A TO 276A-7)**

Contractors and subcontractors must agree to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub grantees.

The Davis Bacon Act requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers not less than the predominate wage rates and fringe benefits for corresponding classes of laborers employed on similar projects in the area. The predominate wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts. Please visit <http://www.dol.gov/compliance/laws/comp-dbra.htm> for more information.

### **THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

This act was created to establish standards for hours of work and overtime pay of laborers and mechanics employed on work completed under contract for, or with the financial aid of, the United States and to promote health and safety in the building trades and construction industry in all Federal and federally financed or federally assisted construction projects. Please visit [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/labor\\_relations/olr\\_9501](http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_relations/olr_9501) for more information.

### **THE COPELAND "ANTI-KICKBACK" ACT**

The Copeland Anti-Kickback Act ensures that it is unlawful to force, intimidate or threaten procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by loans or grants from the United States, to relinquish any part of the compensation to which that person is entitled under a contract of employment. Please visit <http://www.hud.gov/local/shared/working/r10/olr/statutes.cfm?state=or> for more information.

### **WH-347 WAGE AND HOUR-DIVISION FORM**

This form, when properly completed, will satisfy the requirements of Regulations Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with federal or federally-aided construction-type contracts and subcontracts subject to the Davis-Bacon and related Acts. For more information and to print the form please visit <http://www.dol.gov/whd/forms/wh347instr.htm>.

### **PATENT RIGHTS, COPYRIGHTS AND RIGHTS IN DATA GUIDELINES**

The contractor agrees to comply with the Ingham County Land Bank's guidelines in regards to patent rights with respect to any discovery or invention and rights in data which arises or is developed in the course of or under such contract.

#### **Patents**

A patent is a grant from the federal government that allows the possessor of the patent to exclude others from utilizing inventive methods or material for a certain period of time. In the United States, the designation of a patent is twenty years from the date a patent application is filed. In return for the grant from the government, the patent holder must, through the publication of the patent, disclose the invention to the public.

Patents are legally defined as "any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof." Examples of patentable inventions include:

- new devices;
- chemical processes;
- novel computer systems and software; and
- methods of making and using genetically engineered products, including the products themselves.

The United States Patent and Trademark Office (PTO) is the administrator of the patent process.

### **What Is Intellectual Property?**

New creations, regardless of whether they are written compositions, new processes, computer software, new chemical compounds, music, or even new forms of plants or animals, are all considered intellectual property. From a legal point of view, intellectual property consists of

- patents,
- copyrights,
- trademarks, and
- related proprietary matters.

### **Governing Regulations Concerning Intellectual Property and Federal Grants**

The federal government typically maintains rights to the use of intellectual property that is established under federal grants. The government has the right to use the intellectual property on its own behalf and to authorize others to use the intellectual property when performing work for the government.

### **Inventions**

Federal law and regulations maintain that the federal government has the right to retain title to any inventions conceived or constructed, in whole or in part, in the course of federally funded grants and contracts. Patentable computer programs are covered by the federal law

### **Rights in Data (Copyrights)**

A grantee may copyright any work that is subject to copyright that was developed under a grant. It maintains for the federal awarding agency a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work for federal purposes and to enable others to do so.

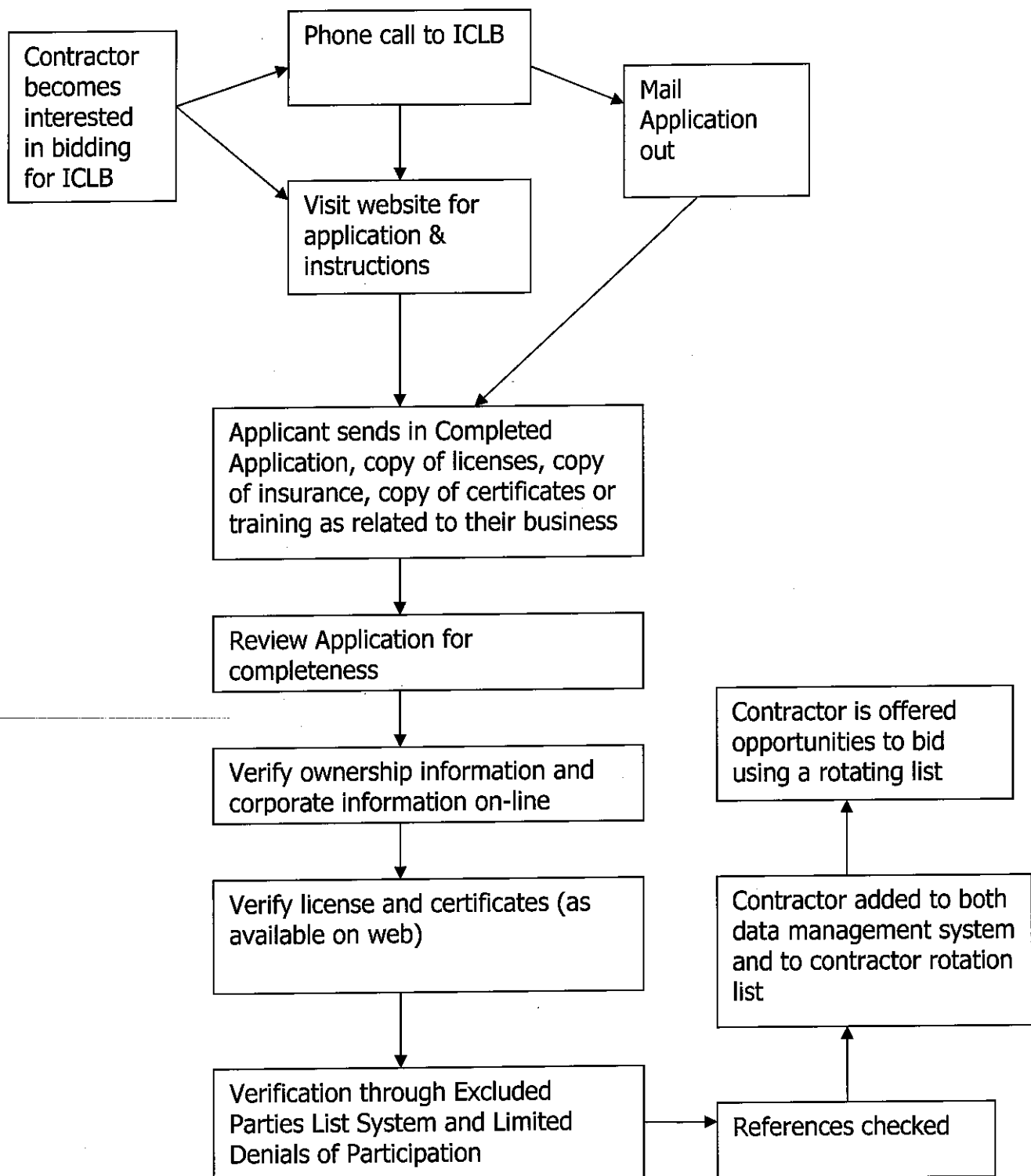
The government reserves the right to acquire, reproduce, publish, or alternatively use the data first produced under a federal grant and to authorize others to acquire, reproduce, publish, or otherwise use such data for federal purposes. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. For more information you may visit [https://www.acquisition.gov/far/05-11/html/52\\_227.html#wp1139363](https://www.acquisition.gov/far/05-11/html/52_227.html#wp1139363) .

# CONTRACTOR VENDOR APPLICATION PROCESS

---

# Contractor Application Process

July, 2012



Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### INSTRUCTIONS TO COMPLETE THE CONTRACTOR APPLICATION

Thank you for your interest in joining the Contractor Bidders list for Ingham County Land Bank. Below are a few simple instructions for completing our Contractor Application:

**If your business is licensed in more than one area of work**, for example, electrical and plumbing or building and lead abatement, **please provide a separate application and separate customer references for the different areas**. You may make copies of the blank green form or contact our office for more copies. We must have customer references that refer to the particular kind of work you wish to provide for the Land Bank. Plumbing references are not acceptable for Electrical work or Lead Abatement work. Lead Abatement references are not acceptable for Mechanical work, etc.

1. Please type or print legibly.
2. Please make sure you fill out all six pages completely, including FAX numbers where requested.
3. The Business name or Contractor's name must be the same on the application as it appears on the Contractor's license or other applicable licenses or DBA documents. The business name **MUST BE** on the license unless you are a sole proprietorship.
4. If your company does certain work under licenses held by people other than the owner, partners or corporation officers, you must provide copies of those licenses and other relevant information for the person(s) holding the license(s).

### WHEN RETURNING THE APPLICATION - BE SURE TO INCLUDE:

1. All copies of appropriate licenses, certifications, or identifications required for your type of work (Such as, but not limited to, Contractor license, Master license, State ID for lead abatement, lead contractor license, Building Wreckers license, RRP Certification from EPA, etc.).
2. A copy of your certificate of liability insurance showing your general liability, vehicle liability and workers' compensation coverage. The insurance must be issued in the name of the company or person as it appears on your license and must meet the requirements listed in our "Vendor Insurance Policy" requirements. When you are contracted for a job, you will be asked to update your insurance with us as an additional insured and send a new copy of the insurance to: Ingham County Land Bank Fast Track Authority, 422 Adams Street, Lansing, Michigan 48906 The insurance company may fax us the certificate if you prefer at (517) 267-5224.
3. If you are doing business under a name other than the owner's name, please provide a copy of the DBA documentation.
4. Completed W-9 form.
5. Return by mail. Please do not fax.

We look forward to hearing from you. If you have any questions, please contact the Ingham County Land Bank at (517) 267-5221.

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPELGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



www.inghamlandbank.org

Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### CONTRACTOR APPLICATION

For Office Use: Contractor ID#: \_\_\_\_\_

Company Name: \_\_\_\_\_

Type of Contractor: \_\_\_\_\_ Federal EIN: \_\_\_\_\_

Submit a separate and completed application with all required documentation for each trade your company is licensed to perform (i.e. Residential Builder, Maintenance and Alteration Contractor, Plumbing, Electrical or Mechanical).

**Include copies of ALL licenses and certifications for owners and employees.** Copies must be readable, especially the ID numbers. Also include a **copy of Certificate of Insurance** with General Liability, Workers Compensation and Commercial Vehicle Insurance.

Company Physical Address: \_\_\_\_\_  
Street Address (and/or PO Box) City, State, Zip code

Company Mailing Address: \_\_\_\_\_  
Street Address (and/or PO Box) City, State, Zip code

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Year business started: \_\_\_\_\_

Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐

**NOTE:** If a corporation or partnership, attach a copy of the incorporation, partnership or LLC documents. If "Doing Business As" a name other than the owner's name, provide a copy of the DBA registration. Provide information below for the owner(s):

Name	% of Ownership	Title	Social Security Number
------	----------------	-------	------------------------

Address (Street, City, State, Zip)			Phone Number
------------------------------------	--	--	--------------

Name	% of Ownership	Title	Social Security Number
------	----------------	-------	------------------------

Address (Street, City, State, Zip)			Phone Number
------------------------------------	--	--	--------------

- Yes ☐ No ☐ Is your company certified as a Minority Owned Business by the Michigan Minority Development Council? If yes, please provide certification.
- Yes ☐ No ☐ Is your company certified as a Women Owned Business by the Michigan Women Business Council? If yes, please provide certification.
- Yes ☐ No ☐ Does your company qualify as a Section 3 Business Concern? ([www.hud.gov/offices/fheo/section3/section3.cfm](http://www.hud.gov/offices/fheo/section3/section3.cfm)) If yes, attach your Certification for Business Concerns Seeking Section 3 Preference and other appropriate documents.
- Yes ☐ No ☐ Is this your primary occupation? If no, please explain: \_\_\_\_\_
- Yes ☐ No ☐ Have you ever filed for bankruptcy? If yes, please explain: \_\_\_\_\_
- Yes ☐ No ☐ What other businesses have you owned or operated in the past? List reasons for change: \_\_\_\_\_
- Yes ☐ No ☐ Do you or your business own property in the City of Lansing?
- Yes ☐ No ☐ Do you or your business own property in Ingham County?
- Yes ☐ No ☐ If yes, are all property taxes and business taxes with the City of Lansing current?
- Yes ☐ No ☐ Do you have business, personal or family relationships with any of the County Board of Commissioners or Ingham County Land Bank staff? If yes, please list: \_\_\_\_\_
- Yes ☐ No ☐ Are you interested in only doing a specific type or size of work? (Example: only small jobs, roofs, electrical, etc.) If yes, please specify: \_\_\_\_\_
- Yes ☐ No ☐ Will you warranty your work for up to two (2) years?
- Yes ☐ No ☐ Could you acquire a Performance Bond for contracts over \$100,000 or Irrevocable Letter of Credit in the amount of \$10,000 or more?
- Yes ☐ No ☐ Is your firm Renovation, Repair and Painting certified with the Environmental Protection Agency? (This is a requirement for working in our program.) If yes, provide your EPA Certification, as well as certification for RRP trained workers. If no, you must become certified before beginning work in our program.
- Yes ☐ No ☐ Do you have any unresolved complaints pending against your license?

List other cities in which your firm or principals have operated: \_\_\_\_\_

What other finance, construction or real estate related businesses are your owners involved with?

\_\_\_\_\_



**Note on Lead Certification:** Though the Ingham County Land Bank does not require General Contractors on their bidders list to be a Certified Lead Abatement Contractor or certified to perform Interim Controls, most jobs will require this certification. Failure to gain these certifications and/or certificates will greatly impede the number of jobs you are asked to bid.

List all employees and their lead paint certification level. Include a copy of their State of Michigan Certification or Safe Work Practices Certificate: \_\_\_\_\_

Is your company a Lead Abatement Contractor per the State of Michigan? Y ☐ N ☐ If yes, provide a copy of the State of Michigan Certification.

Please check any category below that would reflect the status of the business owner. This is for statistical purposes; however, they are required for reports on projects using federal funds.

- |                                             |                                                                    |                                                                                 |
|---------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> White              | <input type="checkbox"/> Black or African American                 | <input type="checkbox"/> Amer. Indian or Alaskan Native                         |
| <input type="checkbox"/> Asian              | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> Amer. Indian or Al. Native & White                     |
| <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black or African American & White         | <input type="checkbox"/> Amer. Indian or Al. Native & Black or African American |
| <input type="checkbox"/> Other Multi-Racial |                                                                    |                                                                                 |

Total Number of Employees? \_\_\_\_\_ # who are minority? \_\_\_\_\_ # who are women.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

1. That ALL work will be performed in accordance with the technical specifications and completed with quality workmanship, subject to final inspection and approval by Ingham County Land Bank.
2. That if the work performed by the contractor is found to be unsatisfactory by the Ingham County Land Bank or if contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.
3. That proof of General Liability Insurance in the amount of \$1,000,000.00, Workers Compensation Insurance (when required by law) in the amount of \$1,000,000.00 and Vehicle Liability Insurance (when required by law) in the amount of \$1,000,000.00 listing the Ingham County Land Bank as an additional insured, will be provided to this office at the time of application and throughout the term of work performance with the Ingham County Land Bank.
4. That copies of all Contractors, Journeyman or Masters Licenses will be provided to this office at time of application and throughout the term of work performance with the Ingham County Land Bank.
5. That you, the contractor, will abide by the regulations stated in 24 CFR 570.67, as follows:
  - Executive Order 11245 as amended, regarding non-discrimination in employment pertaining to all parts including Equal Employment and Contracting Opportunities.
  - Executive Order 13279 (67 FR 77141, 3 CFR 2002) regarding Equal Protection of the Laws for Faith-Based and Community Organizations
  - Contractor agrees to implement these regulations, including furnishing all information and reports as required by the Executive Order 11246 of Sept, 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant there to, per 41 CFR Chapter 60.
  - Contractors shall comply with Section 3 Requirements of the Housing and Urban Development Act of 1968, per 24 CFR Part 135.
6. That all work performed under this program will be done in conformance with all applicable codes and zoning regulations.

**Conflict of Interest:** I certify that I have disclosed all relationships with elected officials, board members or staff of the City of Lansing, Ingham County or the Ingham County Land Bank Fast Track Authority.

**Penalty for false or fraudulent statements:** U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly falsifies . . . or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."

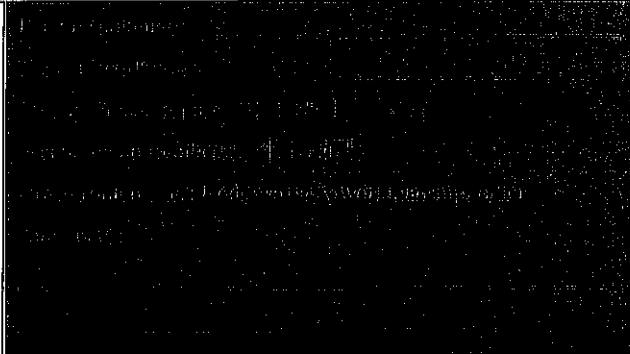
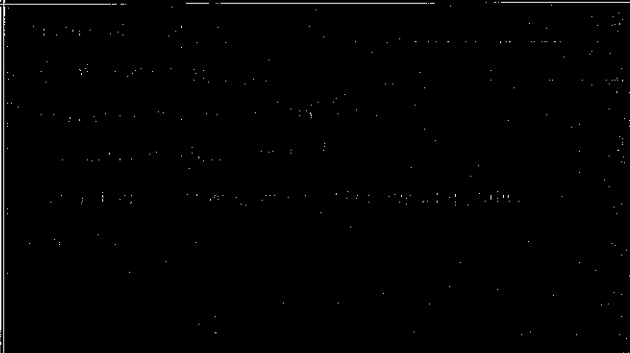
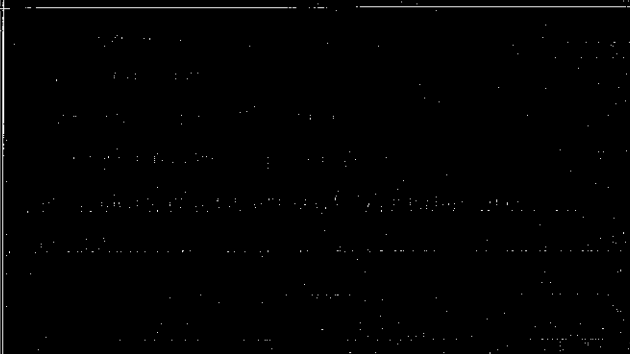
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Business References & Established Credit References:** THREE (3) REQUIRED for each. Include local banks and/or material suppliers. Be sure to include FAX No's. **Note:** For Lowes, Home Depot or Menards please attach most recent statement.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**Customer References:** List name, address, and phone number of at least three (3) recent customers (work performed in the past year), who have had work completed by your firm. Be sure the reference is appropriate for the kind of work you are applying for. If submitting multiple applications, provide references for each kind of work.

Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	
Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	
Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### AUTHORIZATION FOR RELEASE OF INFORMATION

The undersigned authorizes the Ingham County Land Bank Fast Track Authority to contact any financial institution or material suppliers, as listed under "Credit and Business References", to obtain credit or business information deemed necessary to verify my eligibility to participate as an "Approved Contractor" for the Ingham County Land Bank Fast Track Authority Programs.

The undersigned also authorizes the Ingham County Land Bank Fast Track Authority to share business, credit and work reference information, along with other information contained within this application document with other partner agencies that may include City of Lansing, Ingham County Housing Commission, Greater Lansing Housing Coalition, Franklin Street Community Housing Commission and others.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPEEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### Invoice Requirements

The Ingham County Land Bank Fast Track Authority 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 a minimum of seven (7) days prior to disbursement for review, inspection of work and approval to take place. Approved invoices are typically paid during the first and third week of each month.

**The Land Bank will not approve any invoice that does not meet the following criteria:**

- The word "Invoice" must appear on the request for payment. Payments cannot be made based upon Statements or Proposals.
- Date of your request.
- Due date must not be less than thirty (30) days from the date of your request.
- Invoices must be billed to/due from "Ingham County Land Bank" or "Ingham County Land Bank Fast Track Authority."
- Contractor's name (Company) must appear on the invoice and match the name on the proposal and contract.
- Name of the entity/individual payment should be made to and the mailing address where payment is to be sent. Payments will be mailed via First Class US Mail, unless arrangements to pick up payment from the Land Bank offices have been made in advance.
- Project Address/Parcel Number where the work was performed. Only one address per invoice will be allowed.
- Original contract amount.
- Amount of Authorized Work Change Order(s), if any.
- Revised contract amount, if any.
- Partial payments received, if any.
- Amount still owed to the Contractor.
- Amount of Invoice.

With each request for payment, appropriate lien waivers from suppliers and subcontractors are to be submitted. They may be one of four forms: Partial Conditional Waiver; Partial Unconditional Waiver; Full Conditional Waiver; or Full Unconditional Waiver. Waiver forms are available online at: [www.michigan.gov/constructionlienfund](http://www.michigan.gov/constructionlienfund).

Final payment will require submission of Full Unconditional Waivers from all suppliers and subcontractors. In addition, the Contractor will provide a Full Conditional Waiver at time of final invoice. Following receipt of final payment, the Contractor must submit a Full Unconditional Waiver within five (5) business days.

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



[www.inghamlandbank.org](http://www.inghamlandbank.org)

Chair

ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### VENDOR INSURANCE REQUIREMENTS

Any Vendor providing goods or services to the Ingham County Land Bank Fast Track Authority ("Land Bank") shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Land Bank that have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability endorsement or equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of any contract for professional services between the Vendor and the Land Bank with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured – Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be Additional Insured's: "The Ingham County Land Bank Fast Track Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof."
- F. Cancellation Notice – All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 422 Adams Street, Lansing, Michigan 48906."
- G. Proof of Insurance – The Vendor shall provide to the Land Bank at the time any contracts are returned by it for execution, copies of certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the Land Bank's satisfaction. It is the Vendor's responsibility to provide evidence of the renewal of any insurance policy.
- I. Withholding Payments – The Land Bank may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPELGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### Invoice Submission and Payment Schedule 2012

Invoice Submit Date	Check Release Date		Invoice Submit Date	Check Release Date
December 27	January 6		June 25	July 13
January 9	January 27		July 9	July 27
January 30	February 17		July 30	August 17
February 13	March 2		August 13	August 31
February 27	March 16		August 27	September 14
March 12	March 30		September 10	September 28
March 26	April 13		September 24	October 12
April 9	April 27		October 8	October 26
April 30	May 18		October 29	November 16
May 14	June 1		November 12*	November 30
May 29*	June 15		November 26	December 14
June 11	June 29		December 10	December 28

\* Date changed due to Holiday

All Invoices must be submitted by 5:00 pm on the "Invoice Submit Date." This ensures enough time to have Land Bank staff inspect the property and approve the invoice for payment. Checks will be available after 3:00 pm on the "Check Release Date" and will be mailed to the address on your invoice.



# INGHAM COUNTY LAND BANK

## ACTIVITY REPORT

(DASHBOARD)

July 31, 2012

	Inventory as of 12/31/2011	Acquired as of 7/31/2012	Rental or Garden	Demolished as of 7/31/2012	Sold as of 7/31/2012	Current Inventory as of 7/31/2012
Structures	367	0	(12)	(86)	(33)	236
Rentals	13	0	12	0	0	25
Gardens	42	0	13	0	0	55
Vacant Land	364	0	(13)	86	(5)	432
Commercial	13	0	0	0	(3)	10
<b>TOTAL(S)</b>	799	0	24	86	(41)	758

Approved Line of Credit as of 7/31/2012	
Total Line of Credit	\$5,000,000.00
Obligated	3,475,000.00
Available Balance	1,525,000.00

**FW: Update 1300 Keystone**

Schertzing, Eric

**Sent:** Sunday, July 22, 2012 3:11 PM

**To:** Ruttan, Mary

Mary,

If we don't get another update, please include this in Land Bank board packet.

Eric

From: Van Acker

Sent: Friday, July 20, 2012 4:26 PM

To: Schertzing, Eric

Subject: Update 1300 Keystone

Eric:

An an update on 1300 Keystone:

- 1) Water is on
- 2) Complete building is painted
- 3) New windows are ordered
- 4) Roof repair has been started
- 5) Landscaping cleaned up
- 6) Locks will be changed after the event
- 7) Utilities changed over
- 8) Inside cleaned out

The building is progressing nicely. We are in strong negotiations with a tenant. I will keep you informed.

Dan Van Acker

DJV Properties, LLC

(517) 331-0675

<b>7/23/2012 Garden Program Update</b>	
Participating ICLB 2010 Gardens	14
Participating ICLB 2011 Gardens	19
New 2012 Gardens	15
<b>Totals</b>	
Total Gardens	48
Total ICLB Parcels	67
GLFB GP Affiliated Gardens	15
<b>Vacant/Possible Garden Space</b>	350
<b>People Served</b>	300 households = 700 people

07/30/2012

CHECK REGISTER FOR INGHAM COUNTY LAND BANK  
CHECK DATE FROM 07/01/2012 - 07/31/2012

Check Date	Check	Vendor Name	Amount
Bank GEN			
07/05/2012	7962	CITY OF LANSING	215.00
07/05/2012	7963	CITY OF LANSING	65.00
07/06/2012	7964	CONSUMERS ENERGY	145.23
07/10/2012	7965	BOARD OF WATER & LIGHT	662.94
07/10/2012	7966	BOARD OF WATER & LIGHT	573.59
07/10/2012	7967	BOARD OF WATER & LIGHT	131.70
07/10/2012	7968	CONSUMERS ENERGY	127.92
07/10/2012	7969	DELHI TOWNSHIP	0.14
07/10/2012	7970	CHARTER TOWNSHIP OF LANSING	16.40
07/10/2012	7971	AUTO-OWNERS INSURANCE	384.09
07/10/2012	7972	RBK BUILDING MATERIALS	1,002.00
07/10/2012	7973	PAM BLAIR	120.00
07/10/2012	7974	RIZZI DESIGNS	297.35
07/10/2012	7975	EDEN GLEN CONDO ASSOCIATION	6,380.00
07/10/2012	7976	MOLENAAR & ASSOCIATES, INC	300.00
07/10/2012	7977	ETC	415.00
07/10/2012	7978	RED CEDAR CONSULTING, LLC	1,039.50
07/10/2012	7979	KEBS, INC.	200.00
07/10/2012	7980	DISCOUNT CARPET WAREHOUSE	3,615.35
07/10/2012	7981	FOX BROTHERS COMPANY	79.95
07/10/2012	7982	AMERICAN RENTALS INC.	125.00
07/10/2012	7983	THE SHERWIN-WILLIAMS CO.	380.50
07/10/2012	7984	AD'VANTAGE CLEANING	683.60
07/10/2012	7985	J & M HAULING	850.00
07/10/2012	7986	LANE'S REPAIR	131.03
07/10/2012	7987	MARES FLOOR REFINISHING	1,017.50
07/10/2012	7988	WISEMAN TREE EXPERTS	600.00
07/10/2012	7989	NORSHORE BUILDING INC	12,606.00
07/10/2012	7990	J. F. SHEWCHUCK CONSTRUCTION	17,505.00
07/10/2012	7991	GREGORY LEE MCKAY LLC	450.00
07/10/2012	7992	WES STEFFEN PLUMBING	2,250.00
07/10/2012	7993	DON PLANTZ CONCRETE	425.00
07/10/2012	7994	DICK CORTRIGHT	4,895.00
07/10/2012	7995	MICHIGAN PLUMBING	239.00
07/10/2012	7996	K&T ELECTRIC	2,624.50
07/10/2012	7997	KEHREN CONSTRUCTION, LLC	5,370.00
07/10/2012	7998	CITY OF LANSING	64,461.47
07/10/2012	7999	GRACE AT HOME	14,872.50
07/10/2012	8000	QUALIFIED CONSTRUCTION CORP	1,650.00 V
07/10/2012	8001	METRO DEVELOPMENT CORP.	9,725.85
07/10/2012	8002	CENTURY CONSTRUCTION	8,824.10
07/10/2012	8003	ALL STAR SNOW REMOVAL	1,485.00
07/10/2012	8004	FRITZY'S LAWN & SNOW	1,350.00
07/10/2012	8005	INTEGRITY LAWN MAINTENANCE	1,415.00
07/10/2012	8006	MOW MASTER	4,125.00
07/10/2012	8007	NORTHWEST INITIATIVE	2,960.00

07/10/2012	8008	SECOND CHANCE EMPLOYMENT	2,757.00
07/10/2012	8009	DENNIS GRAHAM	111.19
07/10/2012	8010	AMO INSPECTIONS & APPRAISALS	1,560.00
07/11/2012	8011	OCD CLEANING SERVICES LLC	1,350.00
07/13/2012	8012	J & M HAULING	7,300.00
07/18/2012	8013	GORDON FOOD SERVICE	162.00
07/18/2012	8014	ROSCOE CLARK	400.00
07/26/2012	8015	BOARD OF WATER & LIGHT	690.03
07/26/2012	8016	BOARD OF WATER & LIGHT	1,406.03
07/26/2012	8017	BOARD OF WATER & LIGHT	676.85
07/26/2012	8018	BOARD OF WATER & LIGHT	700.58
07/26/2012	8019	BOARD OF WATER & LIGHT	810.79
07/26/2012	8020	BOARD OF WATER & LIGHT	335.33
07/26/2012	8021	BOARD OF WATER & LIGHT	255.01
07/26/2012	8022	CONSUMERS ENERGY	309.65
07/26/2012	8023	CONSUMERS ENERGY	193.83
07/26/2012	8024	CONSUMERS ENERGY	152.71
07/26/2012	8025	CONSUMERS ENERGY	280.75
07/26/2012	8026	CONSUMERS ENERGY	192.89
07/26/2012	8027	CONSUMERS ENERGY	196.44
07/26/2012	8028	CONSUMERS ENERGY	92.08
07/26/2012	8029	CITY OF WILLIAMSTON	86.33
07/26/2012	8030	GANNETT MICHIGAN NEWSPAPERS	379.00
07/26/2012	8031	MICHGAN MUNICIPAL RISK MANAGEMENT	13,498.00
07/26/2012	8032	AMERICAN MODERN SELECT INSURANCE C	755.00
07/26/2012	8033	HOME DEPOT CREDIT SERVICES	246.00
07/26/2012	8034	HSBC BUSINESS SOLUTIONS	1,841.00
07/26/2012	8035	DELHI TOWNSHIP	12.99
07/26/2012	8036	TOSHIBA FINANCIAL SERVICES	219.86
07/26/2012	8037	SPRINT	256.38
07/26/2012	8038	COMCAST	66.95
07/26/2012	8039	AT & T	304.03
07/26/2012	8040	SEARS COMMERCIAL ONE	4,710.00
07/26/2012	8041	H.C. BERGER COMPANY	141.09
07/26/2012	8042	DBI BUSINESS INTERIORS	135.18
07/26/2012	8043	SOUTH ST, LLC	500.00
07/26/2012	8044	COHL, STOKER & TOSKEY, P.C.	1,774.90
07/26/2012	8045	GREATER LANSING HOUSING COALITION	5,197.13
07/26/2012	8046	HASSELBRING CLARK CO	185.44
07/26/2012	8047	CITY PULSE	879.30
07/26/2012	8048	RIZZI DESIGNS	4,946.00
07/26/2012	8049	LANDLORDS OF MID-MICHIGAN	90.00
07/26/2012	8050	KELLER WILLIAMS REALTY	250.00
07/26/2012	8051	EASTSIDE NEIGHBORHOOD ORGANIZATION	110.00
07/26/2012	8052	SUE E BETCHER	200.00
07/26/2012	8053	AIR QUALITY CONTROL AGENCY	725.00
07/26/2012	8054	DAVIS GLASS & SCREEN	103.76
07/26/2012	8055	FIBERTEC ENVIRONMENTAL SERVICES	108.00
07/26/2012	8056	WES STEFFEN PLUMBING	715.00
07/26/2012	8057	A-1 RENT-ALL STOP	442.69
07/26/2012	8058	KELLEY APPRAISAL COMPANY	600.00
07/26/2012	8059	ETC	735.00

07/26/2012	8060	SC SERVICES ENVIRONMENTAL	70,918.00
07/26/2012	8061	BWB CLEANING	1,389.40
07/26/2012	8062	COMMERCIAL CLEANING	831.60
07/26/2012	8063	KELLOGG'S PORCELAIN RESURFACING	900.00
07/26/2012	8064	WISEMAN TREE EXPERTS	2,610.00
07/26/2012	8065	STANDARD ELECTRIC COMPANY	21.06
07/26/2012	8066	GRANGER LANDSCAPE SUPPLY	10.00
07/26/2012	8067	FOX BROTHERS COMPANY	307.88
07/26/2012	8068	THE SHERWIN-WILLIAMS CO.	823.92
07/26/2012	8069	ROTO ROOTER	2,117.00
07/26/2012	8070	DISCOUNT CARPET WAREHOUSE	1,814.88
07/26/2012	8071	WOODWORKS & DESIGN CO.	1,538.00
07/26/2012	8072	DICK CORTRIGHT	4,672.50
07/26/2012	8073	BROOKSIDE INTERIORS LLC	523.00
07/26/2012	8074	GREGORY LEE MCKAY LLC	1,200.00
07/26/2012	8075	CENTURY CONSTRUCTION	8,564.00
07/26/2012	8076	J. F. SHEWCHUCK CONSTRUCTION	4,350.00
07/26/2012	8077	NORSHORE BUILDING INC	17,688.00
07/26/2012	8078	KEHREN CONSTRUCTION, LLC	1,975.00 V
07/26/2012	8079	KEHREN CONSTRUCTION, LLC	4,215.00
07/26/2012	8080	BG & SON HOME IMPROVEMENTS	6,400.00
07/26/2012	8081	HAZEN LUMBER, INC.	1,148.69
07/26/2012	8082	VET'S ACE HARDWARE	94.20
07/26/2012	8083	AMO INSPECTIONS & APPRAISALS	2,110.00
07/26/2012	8084	NORTHWEST INITIATIVE	1,648.00
07/26/2012	8085	SECOND CHANCE EMPLOYMENT	2,615.50
07/26/2012	8086	ALL STAR SNOW REMOVAL	2,940.00
07/26/2012	8087	MOW MASTER	3,465.00
07/26/2012	8088	FRITZY'S LAWN & SNOW	1,365.00
07/26/2012	8089	MCKISSIC CONSTRUCTION	7,785.00
07/26/2012	8090	ERIC SCHERTZING	1,232.58
07/26/2012	8091	JOSEPH G BONSALE	226.73
07/26/2012	8092	MANWELL MCCLINTON	87.25
07/26/2012	8093	LINDA SCHONBERG	98.79
07/26/2012	8094	INGHAM COUNTY TREASURER	<u>13,789.72</u>

GEN TOTALS:

Total of 133 Checks:	408,415.10
Less 2 Void Checks:	<u>3,625.00</u>
Total of 131 Disbursements:	404,790.10



INGHAM COUNTY LAND BANK AUTHORITY  
STATEMENT OF NET ASSETS  
STATEMENT OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
JUNE 30, 2012

Assets

Cash	\$ 212,358.80
Payroll	.41
Accounts Receivable	5,205.20
Land Contract Receivable	1,697,764.20
Land Contract Interest Receivable	54,558.25
Land Contract Escrow	18,985.89
Notes Receivable	180,000.00
Specific Tax Receivable	1,215.84
Specific Tax Receivable-Prior Year	940.67
OCOF Nonprofit Receivable	5,322.68
Ingham County Receivable-General	13,097.92
NSP1 Lansing City Receivable	11,130.93
Home Lansing City Receivable	85,902.64
Lansing City Receivable-General	17,627.71
NSP County Receivable	5,359.91
NSP2 MSHDA Receivable	120,174.00
Suspension Account	(4,439.45)
Inventory	4,343,405.74
NSP2 Inventory	<u>962,000.00</u>
Total Assets	\$ 7,730,611.34

Liabilities

Accounts Payable	84,326.70
Notes Payable	
PNC Bank	3,625,000.00
Due to Ingham County	1,106,188.08
Rental Deposit	8,632.00
Good Faith Deposits	9,000.00
Land Contract Escrow	15,799.30
NSP2 Deferred Revenue	<u>962,000.00</u>
Total Liabilities	\$5,810,946.08

Retained Earnings	<u>\$1,680,304.76</u>
-------------------	-----------------------

Total Net Assets	<u>\$ 239,360.50</u>
------------------	----------------------



STATE OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
JUNE 30, 2012

Revenues

Property Sales	\$ 546,530.51
NSP2 MSHDA Adm. Fee Revenue	55,819.00
NSP2 MSHDA Revenue	2,388,627.43
NSP2 Program Income	878,171.90
NSP1 Lansing Revenue	29,198.52
NSP1 Lansing Re-investment Revenue	243,879.85
HOME Revenue	70,194.98
NSP County Revenue	817.78
Interest Income	104,261.42
Rental Income	52,804.17
Late Fee Revenue	1,517.77
Insurance Revenue	9,091.62
Miscellaneous Revenue	405.50
Revenue Transfer	400,000.00
Rental Deposit Forfeiture	<u>600.00</u>
Total Revenue	\$ 4,781,920.45

Operating Expenses

Cost of Land Sold	577,322.86
Supplies	5,389.20
Audit Fees	8,500.00
Communication	2,253.14
Security	243.68
Memberships	100.00
Rental	1,500.00
Equipment-Small Purchase	1,925.73
Postage	954.80
Media	12,520.17
Interior Staging	82.79
Auction Expense	5,000.00
Renovation Expense	330.00
Consultants	33,318.00
Bank Fees	865.08
Legal	5,464.70
Travel	3,212.59
Conferences	750.00
Software	2,093.99
Insurance	3,932.12
Payroll Reimbursement	114,855.83
Americorp	5,894.50

Operating Expenses (cont.)

Employer Tax Liability	7,614.25
Payroll Service	548.91
Workers Compensation	4,585.36
Utilities	763.46
Building Maintenance	4,189.25
Lawn & Snow	610.00
Land Contract Default	84,875.93
Interest Expense	27,769.70
Garden Program	12,580.76
Bike Share Program	2,440.00
Housing Counseling	900.00
Building Maintenance	1,891.01
HOME Lansing City	117,315.00
NSP1 Lansing City	126,008.55
NSP Ingham County	2,126.71
NSP II	2,482,320.22
NSP2 Program Income Expense	878,169.02
NSP III	<u>1,342.64</u>
 Total Expense	 \$ 4,542,559.95
 Total Net Assets, end of period	 <u>\$ 239,360.50</u>