

Calhoun County Land Bank Authority

**Request for Proposals: General Contracting Services – 68 & 70 Frelinghuysen Ave,
Battle Creek**

For grant funded projects, including the following: Community Development Block Grant Rental Rehabilitation Grant through City of Battle Creek.

RFP NUMBER: #08-CCLBA-2019

DATE ISSUED: September 12, 2019

DATE DUE: October 8, 2019; 3:00 PM (LOCAL TIME)

RFP will be opened publicly at this time in the Purchasing Department,
315 W. Green Street, Marshall, MI

PLEASE NOTE: *This RFP requires **selected** bidder to submit additional documents to CCLBA upon award of bid and prior to formal acceptance and contract execution. Please contact Amy Rose Robinson at arobinson@calhouncountymi.gov or see Post Award Requirement section below for details.*

Para una versión en Español, por favor llamar a Krista Trout-Edwards – 269-781-0777

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REQUEST FOR PROPOSALS: GENERAL CONTRACTING SERVICES

BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA) for General Contracting services for the historic residential duplex located at 68 & 70 Frelinghuysen, Battle Creek. The project will be managed by the CCLBA.

The CCLBA invites the submission of proposals from licensed Building contractors to provide rehabilitation services for the historic residential duplex located at 68 & 70 Frelinghuysen. Licensed and insured companies with demonstrated experience and qualifications in this area and an interest in making their services available to the CCLBA are invited to respond to this RFP.

IMPORTANT DATES

RFP Issue Date: September 12, 2019

Pre-Bid Meeting (mandatory): Wednesday, September 18, 2019 at 9:00-10:00am at 68 & 70 Frelinghuysen

Questions Due: Thursday, October 3, 2019 at 5:00pm

Answers Available: Friday, October 4, 2019 at 5:00pm

Proposal Due Date: October 8, 2019 at 3:00pm

Project Completion: February 15, 2020

SCOPE OF WORK

The CCLBA seeks sealed proposals from Respondents to provide labor and materials associated with General Contracting services at 68 & 70 Frelinghuysen in compliance with all applicable ordinances and codes of the City of Battle Creek. Work includes, but is not limited to, porch replacement to historic standards, siding replacement, window replacement, all entry doors replaced, lead base paint abatement and upgrades to mechanical, electrical, and plumbing. All exterior rehabilitation must be performed to the local Historic District Commission and Secretary of Interior standards to comply with historic renovation. A full scope of work can be found in Appendix A.

The Contractor shall obtain and pay for all permits, and licenses required by any ordinance, code and regulation of the jurisdictions in which the work is to be done. All permits, licenses or testing required by any ordinance, code or regulation of the State of Michigan or local municipality that is required for the performance, completion and execution of this project shall be the responsibility of the selected Contractor. All inspections and reports will be presented to Property & Project Coordinator prior to final payment for the project.

OTHER INFORMATION RELATED TO BID WORK:

1. All construction work shall be performed in accordance with State of Michigan, International Building Codes, Mechanical, Plumbing, Electrical codes and the City of Battle Creek requirements.
2. All exterior rehabilitation must be performed to the City of Battle Creek Historic District Commission and Secretary of Interior standards to comply with historic renovation.
3. All construction work shall be inspected and approved by City of Battle Creek Inspections, when required and CCLBA staff members.

4. Contract work will commence immediately upon contract signing in order to meet deadlines for project completion.
5. The Contractor shall be fully responsible for obtaining at the Contractor's cost, all necessary permits and licenses as required by City of Battle Creek.
6. The awarded Contractor shall be responsible for completion of each item specified in this work specification. Any changes shall be authorized only by the initiation of and execution by the CCLBA and the Contractor in a formal CHANGE ORDER. Approved Change Order must be approved by CCLBA Executive Director prior to any work.
7. The Contractor shall verify, on the job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting this bid. There will be no Change Orders to prices based on mistaken quantity count, measurements or dimensions.
8. The Contractor shall immediately notify (verbally and in writing) the Property & Project Coordinator of any discrepancies on the plans, working drawings, work specifications, and measurements or dimensions. The Contractor shall be held responsible for all such verifications as previously stated.
9. The Contractor shall provide and install all necessary bracing to support and maintain the existing construction in a safe and undamaged condition throughout all phases of demolition, construction and/or reconstruction.
10. The Contractor shall take any and all precautions necessary to ensure that fixtures and materials, which are temporarily removed during any phase of construction, are protected from damage, vandalism and/or theft. Damage to property caused by the Contractor or his/her negligence shall be repaired or replaced by the Contractor at his/her own expense.
11. There have been no soil tests taken on this site pertaining to structural loads and, therefore, the CCLBA is not warranting, guaranteeing, or taking any responsibility regarding the bearing capacity of the soil and whether or not it is sufficient to support the structure or design.
12. Color(s), type, model, style, finish and manufacturer of all materials, and all other products used in the rehabilitation work shall be approved and/or selected by the CCLBA, and shall be standard in nature unless approved by the CCLBA.
13. The discarded roofing, debris, and all other construction debris shall be removed from the work areas daily and disposed of properly. The property shall be left in a clean and safe condition at the completion of the job.
14. No work shall commence until a **NOTICE TO COMMENCE** is provided by the CCLBA to Contractor.
15. All work completed on job site is to be per manufacturer's specifications and Standard Trade Practice.
16. If plans are required for the project, the Contractor shall furnish all required plans, not furnished by the CCLBA, and all required engineering.
17. All plumbing fixtures shall comply with all water saving codes.
18. All mechanical and electrical fixtures shall comply with energy saving codes.
19. The selected Contractor may be asked to participate in a Pre-Construction Conference with the CCLBA, and will be expected to complete all work (lead related or basic rehabilitation) in the time frames agreed upon.
20. **Lead and Asbestos Statement**
 - a. If needed, all lead evaluations and associated reports performed, including inspection, risk assessments, hazard screens, and clearance exams, must comply with Part III Environmental Protection Agency 40 CFR Part 745 "Lead; Identification of Dangerous Levels of Lead; Final Rule", dated Friday, January 5, 2001 & Part XI Environmental Protection Agency 40 CFR part 745 "Lead; Requirements for Lead-based Paint Activities in

Target Housing and Child-occupied Facilities; Final Rule”, dated Thursday, August 29, 1996. The CCLBA reserves the right to reject any lead evaluation or report that does not appear to comply with Environmental Protection Agency 40 CFR Part 745 Regulations.
b. CCLBA will be responsible for lead and asbestos abatement assessments, clearances or other examinations, if necessary.

MANDATORY PRE-BID MEETING: Will be held Wednesday, September 18, 2019 at 9:00-10:00am at 68 & 70 Frelinghuysen, Battle Creek.

WRITTEN REPORTS: Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for payment and use by the CCLBA. *These reports shall include a full unconditional lien waiver from all major suppliers and subcontractors, sworn statement as well as confirmation that the local building permit has been finalized (e.g. approved).* Payment will not occur until staff receives all required documents, and final payment will not occur until confirmation of the finalized permit.

INTERESTED BIDDERS: Interested bidders MUST REGISTER their company and intent to bid on this RFP at the Calhoun County website: <http://www.calhouncountymi.gov/vendors/registration>. A copy of the questions & answers associated with this RFP will be sent out per the Calhoun County’s online registration database. If you have any questions, you can contact Property & Project Coordinator, Amy Rose Robinson arobinson@calhouncountymi.gov.

THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. Pricing Proposal (see Appendix A)
2. Non-Collusion Affidavit (see Appendix B)
3. Experience Providing General Contracting Services (Appendix C)
4. Location of Main Office (Appendix C)
5. Project Timeline (Appendix C)

Documents included for reference:

In preparation for bidding, Respondents should review the following reports prior to bidding. Reports are considered to be part of the project and the RFP.

1. Safety Inspection from City of Battle Creek (Appendix D)
2. Lead Risk and Asbestos Assessment (Appendix E)
3. City of Battle Creek Historic District Commission review and recommendations (Appendix F)

POST AWARD REQUIREMENTS:

Selected bidder must submit the following required documents to CCLBA upon award of project, prior to formal acceptance and contract execution. Required documents include, the following:



1. **Evidence of Insurance:** Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; and Automobile Liability with limits not less than \$1,000,000 per occurrence. The selected Contractor shall agree to indemnify and hold harmless the CCLBA, and its officers, agents, and employees from any and all claims, causes, or actions, and damages of any kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the CCLBA, or its officer, agents, or employees in connection with said contact.
 - a. **Additional Insured** – the CCLBA, whichever appropriate, shall be added as an additional insured with the following language: “Additional Insured: CCLBA, all its elected and appointed officials, all its employees, agents and its volunteers, all its Boards, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.”
2. **Copy of State of Michigan Builders License.**
3. **Certificate of Good Standings from Michigan Department of Licensing and Regulatory Affairs or one of the following:**
 - a. Certificate of Existence for Limited Liability Companies issued by the Michigan Secretary of State; or
 - b. Certificate of Good Standing or Certificate of Existence for Joint Ventures; or
 - c. “Doing Business As” documentation and certificates for all other types of businesses.
4. **Lead Abatement Certifications for all staff working on the project**
5. **Asbestos Abatement Certifications for all staff working on the project, if applicable**
6. **References for three recent projects from private, municipal or commercial customers; preferably residential rehab specifications performed.**

The CCLBA reserves the right to change the scope of the project based on available funding or other needs during the term of the contract; it is possible that due to timing or limited funding not all parts of the project will be executed.

The CCLBA reserves the right to select the Contractor that best meets its goals and objectives, quality levels, as well as its educational and service level expectations. The CCLBA reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part, or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the CCLBA. The CCLBA may select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s) for services in order to ensure timely completion of the requested services.

EVALUATION AND SCORING

In evaluating responses to this Request for Proposal, the review committee will take into consideration the experience, pricing, location of business, and ability to complete project by deadline date that are being proposed by the Respondent. Proposals should provide a straightforward, concise description of the proponent’s capabilities to satisfy the requirements of the RFP. The following Evaluation Criteria will be considered in reviewing submittals (see Appendix F):

Experience in providing the requested services (Appendix C)



Pricing (Appendix A)
Location of Business (Appendix C)
Project Scheduling (Appendix C)

OTHER ASPECTS TO CONSIDER

A. RFP Overview

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, shall be capable of providing the specified services. The Respondent shall be financially solvent and its employees and or subcontractors shall be competent to perform the services required under this RFP.

Nothing in this RFP shall be construed to create any legal obligation on the part of the CCLBA or any Respondents. The CCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA be liable to Respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Respondent shall be entitled to repayment from the CCLBA for any costs, expenses or fees related to this RFP or responding to it. All supporting documentation submitted in response to this bid will become the property of the CCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known; however, submissions are to be firm and cannot be withdrawn for a period of thirty (30) calendar days after opening.

The CCLBA has adopted [Purchasing Policies and Procedures for the Procurement Process](#) available online at www.calhouncountymi.gov or through the Calhoun County Purchasing Department at 315 W Green Street, Marshall, MI 49068, or via phone at 269-781-0981.

B. Terms of Contract

Any contract awarded pursuant to this RFP solicitation shall be effective until awarded projects are completed. All contracts made by the successful applicant with subcontractors shall be covered by the terms and conditions of the contract which will incorporate this RFP and any response by applicants. Applicants must submit a work plan/schedule demonstrating how they will meet the deadline to complete the work. The successful applicant shall contractually require their subcontractors to comply with these terms and conditions.

C. Economic Sanctions

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed RFP/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran Economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et.seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

D. All work shall confirm to the following Federal and State requirements where applicable:

- 24 CFR 570.061 – Equal Opportunity and Fair Housing
- 24 CFR 570.602 – Affirmative Marketing
- 24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors



24 CFR 570.611 – Conflict of Interest
24 CFR 85.36 – Procurement
Executive Order 11246

RFP SUBMITTAL GUIDELINES

SELECTION PROCESS

The Selection Committee comprised of the CCLBA staff, and Calhoun County Purchasing Department staff will review qualifications in accordance with the objectives and policies. Submissions that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest overall price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in the RFP. In addition, proof of general liability, workers' compensation and automobile insurance must be submitted by the successful bidder prior to the finalization of the contract.

QUESTIONS

Written questions must be submitted via email to arobinson@calhouncountymi.gov by **5:00pm Monday, March 11, 2019**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website (www.calhouncountymi.org) by **5:00pm Tuesday, March 12, 2019**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Monday, March 18, 2019. The prevailing clock shall be www.time.gov. **Three (3) unbound hard copies** of the proposal response are required (**do not include a copy of this proposal with submission**). Submission must be delivered in sealed envelope labeled on the exterior with the following: proposal number, proposal name, proposal due date and time, and your firm's name. Submissions are to be delivered to:

Calhoun County Purchasing Department
ATTN: Leslie Obrig
3rd Floor
315 W. Green St.
Marshall MI 49068

LATE PROPOSALS WILL NOT BE CONSIDERED



CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the “Respondent”), that the information provided in this RFP submittal to the CCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP in three (3) unbound copies

- RFP Submittal Requirements Checklist (complete Respondent section)
- Certification Form Note
- Pricing Proposal (Appendix A)
- Non-Collusion Affidavit (Please complete Appendix B)
- Location of Main Office, Experience Providing Services, and Project Time Line (Appendix C)

Respondent name: _____

Company name: _____

Date submitted: _____

DUNS# _____

APPENDIX A – Pricing Proposal

COST

General Contracting Services – 68 & 70 Frelinghuysen Ave, Battle Creek

Note: This is a two unit project and it should be assumed in this work specification that all conditions apply to both units, yet in reality may or may not.

Permit

1. Obtain all necessary permits and licenses as required by the City of Battle Creek Building Inspections Division. Furnish copies of all final permits with final invoice (Building, Mechanical, Plumbing, Electrical permits), to the Property & Project Coordinator at CCLBA. Both units must pass a certificate of occupancy and rental registration inspection with the City of Battle Creek.

\$ _____

WORK SPECIFICATIONS

EXTERIOR

Roof Replacement – Flat roof

1. Remove and dispose of flat roof material and other layers of roofing, flashings and any other debris having to do with the scope of the work.
2. Repair and replace any broken, rotten, and/or deteriorated framing, sheathings, fascia boards and etc.
3. Remove chimney to below roof-line.
4. Replace decking as needed on roof surfaces. Provide and install all new appropriate materials for an approved flat roof. Install new flashing at all wall lines and any other areas requiring this application, including flashing boots on all vent pipes.
5. Install appropriate flat roof material to roof. Install new vents to insure adequate ventilation for the structure to provide applicable venting procedures. Follow all manufacturer's installation instructions and/or local building codes.
6. Keep all warranty information that will be presented to owner upon project completion.

\$ _____

Gutters and Downspouts on Porches & on Rear of House

1. Install gutters and downspouts with 5-inch gutters, 3-inch downspouts and 36-inch long extensions. Construct from 0.027 gauge seamless aluminum. Provide watertight construction fastened securely to the structure
2. Include any needs to attach the gutters with minimum overhang on all porches.
3. Roof should pitch to the rear and gutters in the rear should be installed, if possible to avoid water getting in foundation.

\$ _____

Soffit, Fascia and Frieze Board – Lead Work

1. Remove and dispose of all deteriorated fascia boards and soffit material/debris.
2. Repair and install any missing fascia and soffit pieces as needed to enclose the exiting overhangs.
3. Abate all lead paint on the area by encapsulating all elements that are covered in lead based

paint.

COST

4. All decorative elements must stay intact in the area in order to maintain historic integrity.

\$ _____

Porch repair and replacement – Main and Side (2) – Lead Work

Main (Front) Porch

1. All original porch pieces are inside the home in the living room. New porch construction must duplicate/replicate the same design and configuration as the 1940 Williard Library photo see Appendix B. Special care and consideration must be taken in how the porch is replicated. For example
 - a. Porch floor boards must run perpendicular to the house. The joist
 - b. Railing height may be 30-36 inches high (not the 24 inches like the original)
 - c. Steps will be made of wood.
 - d. The columns and base of columns should be constructed to match the original yet take the new height of the railings into consideration. Adjustments will need to be made to accommodate this new height. Exceptions for the height to be below code level of 36" to maintain historic integrity, has been approved by the building department and 30"-32" is acceptable.
 - e. Skirting should match 1940 photo and be closed to not allow animals to enter under porch.
2. Contact Consumers Energy to relocate the meter to the rear of the building.
3. Create supports to hold roof to completely remove deck, floor, joists and supports, remaining rail and clean under porch.
4. Remove footings.
5. Pour new footings to Code.
6. Set new support posts for deck according to Code. They will need to accommodate the floor boards being laid perpendicular to the house.
7. Construct deck to code and size of existing deck. All supports, joists, decking and railings may be constructed from treated lumber.
8. Set newly constructed support posts to new deck according to Code.
9. Construct railings to shed water from porch. Balusters should match original porch construction as much as possible yet be at a height to meet code and Historic District Commission requirements 30"-32".
10. Remove all existing shingles and replace all deteriorated decking. New flashing are to be installed at all wall lines and any other areas that require this application.
11. Install ice and water shield to all eave edges (minimum 2' into heated areas) and valleys. Remaining underlayment shall be 15# felt or greater. On porches and any other low pitched roof areas, install ice and water shield over the entire roof area.
12. Provide and install new drip edges to all eaves and rakes.
13. Install lifetime warranty architectural shingles manufactures by CertainTeed, Owens Corning or approved equal. **NOTE: Shingles for the roof must be historically correct architectural asphalt shingles. Owner selected style and color of shingles.**

14. Enclose porch ceiling with exterior wood (bead board style) like existing. **COST**
15. Install guardrail and graspable handrail to match design used on porch railing construction.
16. Contractor is responsible for verifying all measurements and quantities within this specification. \$ _____

Side Porches (2) – Lead Work

1. Remove and dispose of existing porches and construct similar porches to Code.
2. Railings on porch should be at 36" Code level for safety reasons.
3. Install guardrail and graspable handrail with closed ends. \$ _____

Vinyl Siding – Entire House – LEAD WORK

1. Remove and dispose of all layers of existing siding. Painted surfaces and clapboard tested positive for lead-based paint. It is suggested that the clapboard be removed to provide level surface and to omit contaminates from continuing to enter surrounding soil.
2. Furnish and install moisture barrier Tyvek or equivalent, apply foam insulation board and seal all seams. Install drip line cap underneath starter row.
3. Install double **3-inch Clapboard Encore Style in Matte finish** vinyl siding as manufactured by CertainTeed, or equal with trim accessories.
4. Keep all warranty information that will be presented to owner upon project completion. \$ _____

Paint – Exterior

Prime and paint the following areas. Color and sheen will be provided by owner.

1. Front doors (unless wood is able to be finished)
2. Rear doors
3. Side doors
4. Porches – Railings, columns, supports, stairs (treads, risers, exposed stringer) skirting, ceiling and floor. \$ _____
5. Main Porch – Colors of railings

Window and Door Exterior Aluminum Wrap on House and Garage – LEAD WORK

1. Enclose all door casings, window casings, and window sills with aluminum wrap.
2. **All windows trim under siding had a cap that was removed when the existing siding was installed. This cap needs to be replicated before applying any siding and/or aluminum wraps. See Willard Library for replication.** \$ _____
3. Please refer to lead risk assessment for all abatement recommendations.

Entry Doors – Lead Work

1. Replace rear entry door with pre-hung door; style and type TBD by owner and comply with historic standards.
2. Replace front and side entry doors with wood exterior doors from The Heritage Company in Kalamazoo, or equal historic restoration/architecture company/store. They will need to match the 1900-year and Italianate style in addition to size.



COST

3. Front doors need to match and be stained and finished.
4. Side doors do not need to match and may be painted the accent color and must be free of lead based-paint. \$ _____
5. Approved deadbolt locks, hardware and all accessories must have matching keys for each unit.

Concrete Work – Parking and Driveway

1. Remove and dispose of all asphalt in the rear parking lot and driveway of house.
2. Remove the portion of chain link fence and all volunteer trees and debris along fence line.
3. Install new concrete driveway and rear parking area. \$ _____
4. Remove the asphalt in adjacent lot. Grade, cover with topsoil, seed and straw.
5. Paint lines for 6-10 spaces; numbers for units will be determined.

Miscellaneous – Exterior Components

1. Install House/Unit numbers to the exterior of the house. Needs to be visible from the street. Actual space TBD. \$ _____
2. Install Mail boxes/Unit and affixed on the house; actual space TBD.

INTERIOR

Windows – Lead Work

1. Replace windows with new energy star Jeld-Wen W2500 Series painted clad wood double hung window with natural interior and Low-E glass (or equal comparable company and product) unit. Replacements need to be the same size and style and configuration (double pane, insulated glass) with full size snap in screen unit as manufactured by Jeld-Wen, Battle Creek Glass or approved equal. The wood material is considered to meet historic standards.
2. Furnish all interior trim material, caulk, paint and exterior aluminum wraps on all window of entire home as required.
3. All windows that do meet the code standard for
4. Keep all warranty information that will be presented to owner upon project completion.

Locations	Type	Quantity
Living Room	Picture	2
Living Room	Double Hung	2
Dining Room	Double Hung	6
Kitchen	Double Hung	6
Bedroom 1 - front	Double Hung	6
Bedroom 2 - Middle	Double Hung	4
Bedroom 3 – Rear	Double Hung	6
Bathroom	Double Hung	2
Basement	Hoppers	8
Attic	Single	2
	Total	44

\$ _____

Kitchen

1. Reconfigure kitchen to allow more open floor plan and eat-in area.



-
- | | |
|---|-------------|
| | COST |
| 2. Remove and dispose of all existing cabinets, sinks, any and all appliances, if necessary. | |
| 3. Remove wall between pantry, kitchen. Use appropriate headers and wall structure for removal of walls and creation of interior open window between dining room and kitchen. | |
| 4. Install cabinets with soft closures (approximately 20/units); work with Prop & Proj Coordinator on kitchen design once the walls have been removed. | |
| 5. Include install of all hardware for cabinets | |
| 6. Include all trim, around archways, toe kick, open side panels and baseboards | |
| 7. Install Countertops. | \$ _____ |

Appliances – Kitchen & Laundry Allowances

- | | |
|---|----------|
| 1. Refrigerator - \$900 | |
| 2. Stove - \$750 | |
| 3. Dishwasher - \$750 | |
| 4. Washer - \$1,200 Speed Queen or equivalent | |
| 5. Dryer - \$1,200 Speed Queen or equivalent | |
| 6. Includes all accessories, needed to install and all installation of appliances | \$ _____ |

Dining Rooms & Living Rooms – Lead Work

- | | |
|---|----------|
| 1. Remove wall board on wall of staircase to open staircase to dining room as in original home. | |
| 2. Repair walls, balusters, stringer to replicate original staircase. Paint when completed. | |
| 3. Recreation is acceptable. | |
| 4. This may require that a wall be built in the closets to wall off the closet. | \$ _____ |
| 5. Remove all trim on archways, door jambs | |
| 6. Install trim and jambs throughout. | |

Bathrooms – Half (downstairs)

- | | |
|---|----------|
| 1. Remove all sinks, showers and toilets. | \$ _____ |
| 2. Install new space saving sink and toilet only. | |
| 3. Install mirror over sink | |

Flooring – Bathrooms and Kitchens

- | | |
|---|----------|
| 7. Install new vinyl plank flooring; Style, color and finish to be selected by owner. | \$ _____ |
| 8. Same material and product in Kitchen, basement landing, bathrooms (full and half) | |

Flooring – All other areas (not in above detail) – Lead Work

- | | |
|--|----------|
| 1. Sand and refinish all wood floors. Stain and finish to be selected by owner. | \$ _____ |
| 2. Replace any standard cold air returns and heat registers to match existing or former size and style. | |
| 3. Includes stairs treads. Risers may be painted if necessary. | |
| 4. Due to the lead dust this activity will be considered a lead-based paint activity. Use precautions accordingly. | \$ _____ |



Basements

COST

1. Install proper guardrails and handrails with ends closed/returned to wall or post.
2. All stairs are closed from underneath.

\$ _____

Bathrooms – Full (upstairs)

1. Remove all sinks, vanities, showers/tubs and toilets.
2. Install new tub and surround and all hardware and new plumbing.
3. Install new toilet, sink and vanity.
4. Install new mirror/medicine cabinet.

\$ _____

Painting – Lead Work

1. Paint all interior walls, closets, trim in bedrooms, hall, living room in owner approved color and sheen. All same color.
2. Paint all ceilings throughout house in flat ceiling white paint. All same color.
3. Paint all interior walls of kitchen, bath in owner approved color and sheen. All same color.
4. Paint interior front and rear entrance doors the same color at kitchen and bath.
5. Paint exterior rear entrance (parking lot) doors in owner approved color and sheen. Both same color.
6. Apply all lead work in lead risk assessment to be addressed in order to pass a clearance exam.

\$ _____

Bedroom 1, 2, 3 – 68 and 70 Frelinghuysen

1. Remove and dispose of all closet doors, door casing, shelving and bracket, baseboards, and entry door.
2. Install new pre-hung doors for entry and closet.
3. Replace, trim, baseboards (may be encapsulated for with approved product – baseboards only)*
4. There are areas where drywall is the abatement criteria. Please apply to those areas in lead risk assessment; closets in hall, bedrooms. Clearance exam must pass so all in Lead Risk Assessment is applicable

\$ _____

Plumbing

1. All new work shall comply with current codes.
2. Install new water heaters.
3. Install backflow preventer on all exterior hose connections.
4. Install kitchens and bathrooms fixtures to working order.
5. Install new Tub/faucet/shower fixture in full bathrooms
6. All water drain lines shall be in good repair.
7. Water meters must be moved out of the pit and pit sealed.

\$ _____



NOTE: Owners to contact City of Battle Creek for Lead Service Line Replacement Program. If eligible and completed through the program, this will not be needed – negative change order will be created to eliminate.

COST

Electrical

1. Need to install GFCI outlets in required locations; kitchen, bath and laundry area.
2. All new work shall comply with current codes
3. Install new exterior lighting at front, side and front entrances.
4. Install new lighting fixtures in all rooms.
5. Bedrooms to have fan/lighting fixture combination.
6. Dining room to have fan/lighting fixture combination.
7. Install hardwire smoke and carbon monoxide detectors.
8. Upgrade panel, if needed, to code. Mark all circuits.
9. If any conduit is needed, only the moldable, paintable type may be used.

\$ _____

Mechanical

1. Install 90+% efficient furnaces with venting through basement and eliminating the need for a chimney.
2. Install new duct runs in the basement that were removed in the asbestos abatement process.
3. Verify bathroom exhaust ventilation in all bathrooms. Install new to Code.
4. Install approved dryer vent exhaust outlet.

\$ _____

Please review all line item pricing before totaling bid.

Total Price Proposal \$ _____



APPENDIX B – Willard Library Photo 1940



APPENDIX C – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer or representative of the Calhoun County Land Bank Authority, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public office anything of value whatsoever; or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for the by the attached bid; that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract; nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid. The bidder is fully informed with respect to the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting said proposal.

I hereby affirm by my signature affixed hereto that the above statements are true to the best of my knowledge, information and belief.

By: _____
Signature Date

Printed Name

Title

Company

This affidavit must be notarized to be complete. Notary certification below.

Subscribed and sworn to before me on _____, 2016 in _____ County, Michigan.



_____, Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____, 20__



APPENDIX E – Safety Inspection from City of Battle Creek

CITY OF BATTLE CREEK

10 N. Division Street, Room 117
Battle Creek, MI 49014
269.966.3382

NOTICE OF SAFETY INSPECTION – COST ESTIMATE OF REPAIR

Permits Required

Building Mechanical

Electrical Plumbing

01/26/2018

CALHOUN COUNTY LAND BANK AUTHORITY

315 GREEN ST W

MARSHALL, MI 49068-1518

Re: 68 – 70 FRELINGHUYSEN AVE

EN17-00785

Dear Property Owner:

An inspection conducted on 01/26/2018 identified the following violations of the International Property Maintenance Code 2015, related to the referenced property:

Type 5B construction of a two story duplex residential structure, 3827 sq.ft.

An investigation of this property was conducted to determine the extent of repair required to allow re-occupancy. The results are as follows:

The estimated cost of repair: \$75,675

The SEV is: \$29,400

Based on the fact that the cost of repair exceeds the SEV for the property, the building meets the test for demolition.

An inspection conducted on 10/26/2018 identified the following violations of the International Property Maintenance Code 2015, related to the referenced property:

BUILDING

1. All four permits, building, mechanical, plumbing and electrical would be required for the this property
2. All new work shall comply with current codes at time of permit application
3. This property is in the Historic District
4. No utilities on at time of inspection
5. Need to repair and replace porches
6. Repair/replace and paint exterior walls, siding and soffits
7. Basement stairs repaired need to have proper guardrails and handrails
8. Guardrails must be a minimum of 36" high with no openings greater than 4"
9. Graspable handrails are required on all stairs with 4 or more risers and be 34-38" high with the ends closed/returned to wall or post
10. All windows shall be in good condition and in proper working order
11. Replace broken windows
12. All interior and exterior doors shall open and close properly and have proper working hardware

13. All interior/exterior trash and garbage shall be removed
14. Interior shall be sanitary and clean - All walls and ceilings shall be repaired and painted as required
15. Need working smoke detectors inside and outside of all bedroom areas and on each floor
16. Need a CO detector outside of bedroom areas and in basement
17. Unable to verify condition of upper roof
18. Proper fire rated wall shall be maintained between units
19. Need to re-plaster foundation walls and make repairs as needed
20. Underside on stairs need to be dry-walled in closets
21. Need to verify condition of masonry fire places and repair as needed

Codes:

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). [F]

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

PLUMBING

1. No water at time of inspection
2. Must have a working water heater and installed properly
3. All water and drain lines shall be in good repair
4. Must have a full working kitchen, bathroom and laundry area
5. Exterior hose connection shall have a backflow preventer
6. Water meter must be moved out of pit and pit sealed – if required

Codes:

502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker. [P]

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

ELECTRICAL

1. No power at time of inspection
2. Will need an electrical permit for service, wiring and repairs
3. Need to have GFI outlets in required locations - kitchen, bathroom, laundry, etc
4. Minimum of two outlets required in each habitable room and at least one in bathroom

Codes:

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

605.3 Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

MECHANICAL

1. No gas on at time of inspection
2. Must have a licensed Mechanical contractor provide a service report and or replace furnace
3. All exhaust and chimneys shall be in good repair
4. Unable to verify bathroom exhaust vent
5. Need an approved dryer vent
6. Unable to verify working water heater

Codes:

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. 603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function. 603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

This inspection may not include all of the violations that exist at this address, other violations may exist, but because of their location or the fact that they may be covered by debris or construction materials, we were unable to document them.

Section 107.6; International Property Maintenance Code 2015. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs requested by such compliance order or notice of violation.

Permits may be required for some or all of the repairs. Permits must be obtained as outlined in Section 105 of the Michigan Residential Code. Licensed Building, Electrical, Mechanical, or Plumbing contractors are responsible for obtaining the required permits. A homeowner who occupies or will occupy a single-family dwelling may obtain the required permits.

Permits and work need to begin to address violations listed above within 30 calendar days from the date of this letter, FEBRUARY 26, 2018.

Failure to comply may result in civil penalties and/or other court ordered remedies.

If you have questions regarding this notice please contact us for assistance.

No abandoned residential structure (City Ordinance 1456) shall be reoccupied until inspected and found to be in full compliance with all applicable City codes and a Certificate of Occupancy is issued by the City.

Respectfully,

Don Wilkinson

City of Battle Creek Building Division

Building Official

APPENDIX F – Sample Letter of Interest

January 1, 2015

Calhoun County Land Bank Authority
315 W Green St.
Marshall, MI 49068

RE: Letter of interest

Dear CCLBA,

We are interested in the RFP XX-CCLBA-2015 for General Contracting services at 189 Every St., Battle Creek.

Our company is located at:
ABC General Contracting
123 Main St., Battle Creek, MI 49014
Calhoun County

We are a limited liability corporation (LLC) or Michigan corporation established in 2006 and licensed General Contracting firm since 2006 (9 years). If you are a partner organization name the parent company here. How many staff members and or crews of licensed staff working on the project may be stated here. The principal partners/owner of our company are Jo and Joe Smith. If you are a Section 3 certified business concern, small-, minority- or women-owned business enterprise state that here.

Our principal contacts for this RFP will be Jeff Smith and he has been authorization to sign on behalf of ABC General Contracting Co. for details that pertain to this project. His contact information; email jo.doe@abcGeneral Contracting.com or cell phone 269-555-5555.

Sincerely,

Jo Doe
Owner, ABC General Contracting

APPENDIX G – Lead Based Paint Stabilization General Requirements

Paint stabilization:

Repair any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint. Persons performing paint stabilization must be trained or supervised in accordance with the requirements at 24 CFR.35.1330 (a) (4), which states that a person performing interim controls must be trained in accordance with 29 CFR 1926.59 which is a training requirement of the Occupational Safety and Health Administration, and such persons must either be supervised by an individual certified as a lead based paint abatement supervisor, or have successfully completed one of the following courses:

1. A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225
2. A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225
3. The lead-based paint abatement Maintenance Training Program, “Work Smart, Work Wet and Clean to Work Lead Safe,” prepared by the National Environmental Training Association for EPA and HUD.
4. “The Remodeler’s and Renovator’s Lead Based Paint Training Program,” prepared by HUD, based on a course developed by the National Association of Remodeling Industry.
5. Any other courses approved by HUD for this purpose. An approved course list can be downloaded from <http://www.hud.gov/lead>.

Prohibited Methods of Paint Removal:

1. Open flame burning or torching.
2. Machine sanding or grinding without high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without (HEPA) local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or heat guns or other means, which char the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within one foot (0.3 meters) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. meters) in any one interior room or space, or totaling more than 20 sq. ft. (2 sq. meters) on exterior surface.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is hazardous substance under the regulations of the Consumer Product Safety Commission.

Safe Work Practices:

1. Prohibited methods of paint removal shall not be used.
2. Occupants and their belongings shall be protected.
3. After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products and devices that are successful in cleaning dust lead hazards, such as a HEPA vacuum or other methods of equivalent efficacy and lead-specific detergents or equivalent.
4. Safe work practices are not required, and clearance examinations and clearance reports are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than de minimus levels, stated as:
 - a. 20 sq. ft. (2 sq. meters) on exterior surfaces.
 - b. 2 sq. ft. (0.2 sq. meters) in any interior room or space; or
 - c. 10 percent of the total surface area on an interior or exterior type of component with a small surface area; examples include window sills, baseboard and trim.

Clearance:

An examination conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no settled dust lead hazards exist in the dwelling unit or worksite. The clearance examination process includes visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of a report.

Clearance examinations must be performed in accordance with 24 CFR 35.1340, which states that clearance must be performed following interim controls, paint stabilization, standard treatments, ongoing lead-based paint maintenance or rehabilitation, unless the work performed is below the de minimus levels specified at 24 CFR 35.1350 (d). Persons conducting clearance examinations must meet the qualifications set forth in 24 CFR 35.1340 (b) (1). The following personnel are qualified to conduct clearance examinations:

1. A Certified Risk Assessor
2. A Certified Lead Based Paint Inspector
3. A technician licensed or certified by EPA or a state or tribe to perform clearance examinations.
4. An uncertified person who has successfully completed a training course for clearance technicians that was developed or accepted by the EPA or a state or Indian tribe and that is given by a training provider accredited by EPA or state or Indian tribe, provided a Certified Risk Assessor or a Certified Lead Based Paint Inspector approved the work of the clearance technician and signs the report of the clearance examination.
5. Clearance examinations shall be performed by persons or entities independent of those performing hazard reduction or maintenance activities.
6. The 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, chapter 15, states: The Clearance Examiner must not be paid or employed, or otherwise be compensated by the lead hazard control contractor and should have no vested interest in seeing that the job is completed on schedule.

Respondent has reviewed the above requirements by signing below.

Respondent signature

Date



APPENDIX H – Section 3 Clause

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**AFFIDAVIT OF CONTRACTOR CONCERNING
SECTION 3 COVERED CONTRACTS IN EXCESS OF \$100,000**

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

The undersigned being first duly sworn, deposes and says as follows:

1. That the undersigned is the authorized representative of the Contractor.
2. That the Contractor understands that this affidavit pertains to a Section 3 Covered Contracts.
3. That the Contractor has reviewed the following clauses, understands the same, and further understands that they are applicable to all Section 3 Covered Contracts:
 - A. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to the contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment



opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Contractor will abide by the provisions set forth above.

Further, deponent saith not.

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

On this ____ day of _____, 2019, before me personally appeared _____, who made oath that he has read the foregoing Affidavit of Contractor Concerning Section 3 Covered Contracts, by him subscribed, and that the same are true of his own knowledge except those matters herein stated on information and belief and to those matters he believes them to be true.

*, _____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____



APPENDIX I – Evaluation and Scoring

In evaluating responses to this Request for Proposal, CCLBA will take into consideration the experience, pricing, and scheduling that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent.

1. Experience in General Contracting Services

Two (2) to four (4) years of experience	10 Points
Five (5) or more years of experience	20 Points

2. Pricing Proposal

Lowest bid amount	60 Points
Next lowest bid amount	50 Points
Each additional lowest bid amount will be reduced by 10 points	

3. Local Preference

Principal Business Office Location within Calhoun County, MI	10 Points
Principal Business Office Located within 50 mile of Calhoun County, MI	5 Points

4. Project Scheduling

Project completed by August 1, 2019	5 Points
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