

# Calhoun County Land Bank Authority

**Request for Proposals: General Contracting Services – 435 Cornell Drive,  
Battle Creek**

**RFP NUMBER:** #06-CCLBA-2016

**DATE ISSUED:** July 20, 2016

**DATE DUE:** August 2, 2016; 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](mailto: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 single-family home located at 435 Cornell Drive, 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 house at 435 Cornell Drive. Licensed 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:** July 20, 2016

**Pre-Bid Meeting (mandatory):** Tuesday, July 26, 2016 at 9:00am at 435 Cornell Drive, Battle Creek

**Questions Due:** July 28, 2016 at 5:00pm

**Answers Available:** July 29, 2016 at 5:00pm

**Proposal Due Date:** August 2, 2016 at 3:00pm

**Tentative Award Date:** August 9, 2016

**Project Completion:** September 15, 2016

### SCOPE OF WORK

The CCLBA seeks sealed proposals from Respondents to provide labor and materials associated with General Contracting services at 435 Cornell Drive in compliance with all applicable ordinances and codes of the City of Battle Creek. Work includes, but is not limited to, exterior siding and painting, abatement of transite shingles, window and door framing, roof repair for the garage, and upgrades to mechanical systems. 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 construction work shall be inspected and approved by City of Battle Creek Inspections and CCLBA staff members.
3. Contract work will commence immediately upon contract signing in order to meet deadlines for project completion.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. No work shall commence until a **NOTICE TO COMMENCE** is provided by the CCLBA to Contractor.
14. All work completed on job site is to be per manufacturer's specifications and Standard Trade Practice.
15. If plans are required for the project, the Contractor shall furnish all required plans, not furnished by the CCLBA, and all required engineering.
16. All plumbing fixtures shall comply with all water saving codes.
17. All mechanical and electrical fixtures shall comply with energy saving codes.
18. 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.
19. **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 **Tuesday, July 26, 2016 at 9:00am** at 435 Cornell Drive, 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](mailto: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. Asbestos Assessment of current siding material (Appendix E)

## 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](http://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

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## 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](mailto:arobinson@calhouncountymi.gov) by **5:00pm Thursday, July 28, 2016**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website ([www.calhouncountymi.org](http://www.calhouncountymi.org)) by **5:00pm Friday, July 29, 2016**.

### SUBMITTAL DUE DATE

**Responses to this RFP are due by 3:00pm (local time) on August 2, 2016.** The prevailing clock shall be [www.time.gov](http://www.time.gov). **Three (3) unbound hard copies** of the proposal response are required. 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 R.  
Obrig  
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)



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## 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: \_\_\_\_\_

## APPENDIX A – Pricing Proposal

COST

### General Contracting Services – 435 Cornell Drive, Battle Creek

#### 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 (applicable Building, Mechanical, Plumbing, Electrical permits), to the Property & Project Coordinator at CCLBA.

\$ \_\_\_\_\_

#### WORK SPECIFICATIONS

##### EXTERIOR

#### Vinyl Siding Entire Home and Garage

1. Remove Transite siding and panels. **Siding has tested positive for asbestos – will require a certified asbestos abatement contractor to remove siding. See assessment of siding by ETC**
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 4-inch lap vinyl siding as manufactured by CertainTeed, or equal with trim accessories. See materials list for color, style and manufacturer.
4. Provide window, vent and door framing material where appropriate
5. Remove all bushes over property line in preparation to install siding,
6. Keep all warranty information that will be presented to owner upon project completion.

\$ \_\_\_\_\_

#### Gutters and Downspouts on 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 attach the gutters with minimum overhang on house.

\$ \_\_\_\_\_

#### Paint – Exterior

Prime and paint the following areas. See material list for color, sheen and manufacturer for exterior paint specified for concrete and door applications.

1. Front door
2. Rear door
3. Foundation
4. Front porch and steps
5. Garage door

\$ \_\_\_\_\_

#### Rear Door Repair

1. Repair rear door jamb where door was kicked-in.

\$ \_\_\_\_\_

**COST**

**Garage Roof Repair**

1. Repair garage roof with shingles and sheeting, to match existing.

\$ \_\_\_\_\_

**Plumbing**

1. Install backflow preventer on all exterior house connections.
2. Install kitchen fixtures to working order.
3. Install bathroom fixtures (sink, toilet and tub) to working order.
4. Verify water heater is working.

\$ \_\_\_\_\_

**Electrical**

1. Need to remove or replace connection of AC unit location.
2. Inspect garage for wiring to code and working lights; repair where necessary.
3. Need to install GFCI outlets in required locations; kitchen, bath and laundry area in basement.
4. Replace 220 dryer outlet.

\$ \_\_\_\_\_

**Mechanical**

1. Provide a service inspection report on furnace and water heater; that all are in good working order.
2. Install approved dryer vent exhaust outlet.
3. Inspect chimney and all exhaust for good repair and working order.

\$ \_\_\_\_\_

**Please review all line item pricing before totaling bid.**

**Total Price Proposal** \$ \_\_\_\_\_

## APPENDIX B – 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

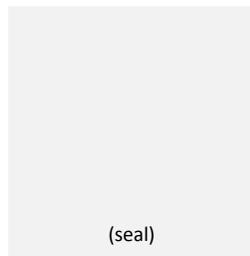
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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 D – Safety Inspection from City of Battle Creek



**CITY OF BATTLE CREEK**  
10 N. Division Street, Room 117  
Battle Creek, MI 49014  
269.966.3382

### SAFTEY INSPECTION REPORT

10/20/2015

CALHOUN COUNTY LAND BANK AUTHORITY  
315 GREEN ST W  
MARSHALL, MI 49068-1518

Re: 435 CORNELL DR

**EN13-03369**

**Permits Required**

<input type="checkbox"/> Building	<input type="checkbox"/> Mechanical
<input type="checkbox"/> Electrical	<input type="checkbox"/> Plumbing

Dear Property Owner:

An inspection conducted and identified the following violations of the International Property Maintenance Code 2009, related to the referenced property:

**Building issues:**

1. Repair front porch and re secure porch roof supports
2. Replace missing corner piece of siding on house and accessory structure
3. Repair garage roof
4. Re-tuck point chimney brick
5. Exterior doors shall be in good working condition and have proper hardware and dead bolt locks
6. Interior doors and windows shall be in good working condition with proper hardware
7. Clean and paint interior
8. Need to have working smoke detectors inside and outside of all bedroom areas
9. Install guardrails on open sides of stairs - 36" high with maximum of 4" spacing
10. Need a graspable handrail 34"-38" high with ends closed/returned to post or wall

Codes:

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.

304.6 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.

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

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.

305.6 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 issues:**

1. Install backflow preventer on all exterior house connections
2. All water and drain lines shall be in good repair
3. No water at time of inspection
4. Need a full working kitchen and bathroom area
5. Unable to verify working water heater
6. Reinstall bathroom fixtures where they are missing

#### **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 issues:

1. Need to remove or replace disconnect where AC unit was located
2. Unable to inspect garage locked at time of inspection
3. Need to install GFI outlets in required locations -0 kitchen, bathroom and laundry area as needed
4. Repair/replace dryer 220 outlet

#### 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 issues:**

1. No gas meter at time of inspection
2. Provide a service inspection report from a licensed mechanical contractor for furnace and water heater
3. Need an approved dryer vent exhaust installed
4. All chimney and exhausts shall be in good repair

**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 during the period from [DATE] to [DATE] 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 2009. 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.

Corrections must be accomplished within 30 calendar days from the date of this letter. 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.

Sincerely,

Don Wilkinson  
City of Battle Creek Building Division  
Building Inspector/Plan Reviewer

## APPENDIX E – Asbestos Assessment



# Environmental Testing & Consulting, Inc.

June 8, 2016

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

*RE: Environmental Consulting Services Associated with Asbestos Bulk Sample Analysis. ETL Job #: R-180618-16.*

Dear Client:

As per your request, the bulk sample submitted to ETC on June 7, 2016 has been analyzed. This sample was collected by an employee of Calhoun County Land Bank Authority at the building located at 418 Cornell Drive in Battle Creek, Michigan.

### *Analysis Protocol*

Samples are analyzed by Environmental Testing Laboratories, Inc. (ETL) using Polarized Light Microscopy (PLM). This is the method of choice as recognized by the Environmental Protection Agency (EPA). The PLM method serves several functions: 1) its main purpose is to identify fibrous asbestos in bulk samples and 2) it is used to distinguish between the various types of asbestos within the sample.

When an asbestos bulk sample is received in the laboratory, several representative portions of the sample is removed and put into a labeled petri dish. The sample parts are then extracted using forceps. These extracted fibers are then placed on a microscopy slide and mounted using a liquid of similar refractive indices.

After mounting, the fibers are identified using PLM, supplemented by dispersion staining. After fiber identification, estimation is made as to the percentage of asbestos. The estimated ETC participates in the quality control NIOSH Bulk Pat Round Program administered by Research Triangle Laboratories, which is conducted by the American Industrial Hygiene Association.

*Sampling Results*

The result is compiled on the enclosed table. **Please note that the Transite Siding (Blue) Material collected from 435 Cornell Drive tested POSITIVE for asbestos content.**

This sample can be resubmitted at your discretion. Samples will be disposed of within 15 days unless otherwise notified in writing by the client.

Thank you for selecting Environmental Testing & Consulting, Inc. (ETC). It has been a pleasure working with you. Further environmental services are available upon request. If you have any questions regarding this report, please feel free to contact me at (734) 955-6600.

Sincerely,  
*Environmental Testing & Consulting, Inc.*



Leo Wall III  
Senior Project Manager/  
Asbestos Inspector

Enclosures

**ENVIRONMENTAL TESTING LABORATORIES, INC.**



38900 HURON RIVER DRIVE, SUITE 200  
ROMULUS, MICHIGAN 48174  
(734) 955-6600  
FAX: (734) 955-6604

To : Environmental Testing And Consulting Inc.  
38900 Huron River Drive  
Romulus, MI 48174

Project Location : Building  
435 Cornell Dr., Battle Creek, MI

Attention : Amy Rose Wallace-Robinson

Client Project : N/A

ETC Job : 180618

Report Date : 6/7/2016

Login #	Sample ID	Work Requested	Completed
423687	01	Asbestos Analysis	06/07/2016

Reviewed by:

Quality Assurance Coordinator

This report is intended for use solely by the individual or entity to which it is addressed. This report may not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. It may contain information that is privileged, confidential and otherwise exempt by law from disclosure. If the reader of this information is not the intended recipient or an employee of its intended recipient, you are herewith notified that any dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify ETL immediately. Thank you.





**Certificate of Analysis**

Environmental Testing Laboratories, Inc.  
 38900 Huron River Drive,  
 Suite 200, Romulus, Michigan 48174,  
 (734) 955-6600, Fax: (734) 955-6604

Polarized Light Microscopy Asbestos Analysis Report

**To :** Environmental Testing And Consulting Inc.  
 38900 Huron River Drive  
 Romulus, MI 48174

**Location :** Building  
 435 Cornell Dr., Battle Creek, MI

**ETC Job :** 180618  
**Client Project :** N/A  
**Date Collected :** 06/07/2016  
**Date Received :** 06/07/2016  
**Date Analyzed :** 06/07/2016

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
423687 01 435 Cornell Dr., Battle Creek, MI Analyst: Heather Davis	Transite Siding	Blue Non-Fibrous Homogenous	1% Cellulose	84% Other	15% Chrysotile

Lab Supervisor/Other Signatory

Analyst: Heather Davis

400 Point Count Results by EPA 600/R-93/116 PLM (denoted by "PC")  
 Item 198.1: PLM Methods for Identifying and Quantitating Asbestos in Bulk Samples  
 Item 198.6: PLM Methods for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples  
 EPA 600/R-93/116: Method for Determination of Asbestos in Bulk Building Materials  
 EPA 600/M4-82-020: Interim Method for Determination of Asbestos in Bulk Insulation Samples

ETL, Inc. maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced without written approval by ETL, Inc. Test Method EPA 600/R-93-116 & EPA 600/M4-82/020 or NYSDOH-ELAP item 198.1 and/or 198.6 was used to analyze all samples. Matrix interference and/or resolution limits (i.e. detecting asbestos in non-friable organically bound materials) may yield false results in certain circumstances. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing. Interpretation and use of test results are the responsibility of the client. ETL, Inc. is not responsible for the accuracy of the results when requested to physically separate and analyze layered samples. Any PLM results below 10% should be re-analyzed using the EPA recommended Point Count method. Any material that has greater than 1% asbestos content is considered to be an Asbestos Containing Material (ACM). These materials are regulated by both OSHA and the EPA and must be treated accordingly. Results are related to only to samples that were tested.





## APPENDIX F – 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 September 15, 2016	5 Points
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