PROPOSAL FOR ASBESTOS and ENVIRONMENTAL SURVEY

Project: 2019 HHF - Asbestos Survey Bid Proposal (2019-001)
Published January 18, 2019

For the Muskegon County Land Bank, Muskegon MI

The Muskegon County Land Bank is accepting qualifications and proposals for Asbestos Surveying and Monitoring of Abatement for 10 properties as part of the Hardest Hit Funding blight elimination program. Sealed Proposals clearly marked with "Asbestos Survey" will be accepted at the **Muskegon County Land Bank,** 173 East Apple Avenue, Suite 104. Muskegon, Michigan 49442 until 3:00 p.m. January 30th, 2019.

Voluntary Pre- Bid meeting on Jan25, 2019 @ 2:00PM, at the Muskegon Heights City Hall, 2724 Peck Street, Muskegon Heights, MI 49444

Bids will be opened and tabulated on January 30, 2019, at 3:15 p.m., the bid will be awarded on February 19, 2019.

Contractor is an: Individual _____ Partnership _____ Corporation _____ Firm _____

Company Name: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

Section I.
Bid Certification
(Page 1 of Bid Document)

I certify that this bid is made without prior understanding, agreement, or connection, with any corporation, firm, or person, submitting a bid for the same materials, supplies, equipment, or service. That it meets, or exceeds, all specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentence, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, and certify that I am authorized to sign for the bidder.

Bidder: _____

Street Address: _____

City/State/Zip Code _____

Phone Number: _____

FAX: _____

E- Mail: _____

Date Certified: _____

Total Bid Amount Not Exceed: _____

Bid Breakdown

Survey & Sampling of site structures total: _____

Lab analysis total: _____

Estimated total number of samples total _____

Report writing / admin costs total _____

Signature: _____ Title:_____

CONFLICT OF INTEREST DISCLOSURE FORM

(Page 2 of Bid Document)

For purposes of determining any possible conflict of interest, all bidders/proposers must disclose if any County of Muskegon employee(s), elected officials(s), or if any of its agencies are also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee or county, elected official, or employee is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S) POSITION(S)

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Page 3 of Bid Document)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211).

Bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this bid been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

_____ _____

Bidder Signature Date

_____ _____

Typed or Printed Company Name

Muskegon County Land Bank Muskegon, Michigan (hereinafter referred to as "Local Governmental Unit" or "Applicant"),.

The Local Governmental Unit requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above-identified project, and require asbestos surveys to identify asbestos containing material (ACM) and environmentally hazardous substances.

The Local Governmental Unit seeks competitive bids from licensed contractors willing to perform the work required in accordance with standards and criteria set forth by the United States Department of Environmental Protection Agency, State of Michigan Department of Environmental Quality, and pursuant to the terms provisions and conditions listed in the request for bids.

1. The Contractor agrees to furnish all tools, labor, and materials for the proposed asbestos surveying in accordance with all applicable plans, specifications, codes, and ordinances of the municipal subdivisions in which work is to occur, Michigan, asbestos Statutes and Rules (published by the State of Michigan), 40 CFR Parts 61 and 763, NESHAP, and any other Federal Regulations. Work to be performed includes the following:

    - Locate and identify suspected asbestos containing materials (ACM) in each structure located at the addresses listed as Exhibit "A".
    - Taking an adequate number of samples to identify/confirm ACM.
    - Suspect materials will be sampled and analyzed in an accredited lab.
    - Provide a written report for each property location on the samples taken, room location, and it's area, the type of ACM, the percentage and quantity, and other pertinent information for the requirements of an Asbestos Survey.
    - Provide written specifications for required asbestos abatement procedures.
    - Verifying the removal of ACM as outlined in your survey report through inspection and providing clearance reports following completion if requested.
    - All suspected ACM must be sent for testing.
    - Roofing materials believed to be ACM must be tested to confirm.
    - Clearly, mark and number the location where suspected ACM has been samples have been taken in the structure.

2. In lab samples identified as asbestos containing less than 5% asbestos, light microscopy techniques shall be point counted to determine a more accurate percentage of asbestos contained in the material.

3. Contractor shall identify and document any other known hazardous substances including, but not limited to: mercury, oils, gasoline, tires, biohazards, etc. (two properties have only this task)

4. Payment for work completed shall be based on the awarded bid amount. All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written preapproved amendments.
   Payment for work completed shall be based on:
   a) Labor and materials required for adequate surveying and sampling of any structures purchased by the Local Governmental Units as part of the Hardest hit blight program.

b) Lab analysis of samples submitted.

5. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

6. Bid evaluations will be made individually. Price will not be the sole determining factor in this award. Other criteria as listed in "Bid Award Criteria" below will be considered, as well as any other factors that the Applicant determines may affect the suitability of the bid for their requirements. A Contractor's submission of a bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the Applicant will use subjective judgment.

7. Award of the bid shall be made to the lowest and best responsive and responsible Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a substantial list (in no particular order of importance) of the criteria that will be used in our determination of Bidder's responsibility and suitability:

   - Satisfactory experience in the timely completion of asbestos surveys;
   - Company's reputation and financial status;
   - Past experience and service provided by the bidder to the Applicant;
   - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
   - Company's ability to meet the Applicant's insurance and bonding requirements;
   - Strength of bidder's hiring and training programs;
   - Company's ability to immediately fully staff the project with certified, licensed staff; and,
   - The strength of the company's safety program and history.

   The Applicant reserves the right to accept or reject any or all bids; to request rebids; to waive irregularities and technicalities in bids, such as shall best serve its requirements and interests. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

   - The Applicant shall determine which bidder has submitted the lowest and most responsive and responsible bid, who has best met the bid criteria as set out above and make its recommendation to the Muskegon County Land Bank.
   - The Muskegon County Land Bank shall award the contract and authorize the Board Chairman to sign this contract on behalf of the Applicant
   - The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

8. If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project

9. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for

furnishing all materials, equipment, and labor to complete the work in accordance with these plans and specifications.

10. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.

11. The work shall commence within five (5) calendar days after being notified of the award and asbestos survey filed work shall be **completed** within 12 calendar days of notification. Calendar days excluding National Holidays.

12. **All complete reports are due in digital PDF format on Wednesday March 6, 2019**

13. All reports shall be submitted in PDF format with a searchable text format.

14. Failure to have all reports submitted by Wednesday March 6, 2019, by 5:00 PM in the required format shall result in a $250 day penalty for each day reports are past due.

15. Payment shall be requested in writing by the Contractor on a properly executed claim or bill. Payment will be made to the Contractor within thirty (30) days after the submittal of an invoice.

16. The Contractor shall not begin work on any surveying until after the contract has been approved by the Local Governmental Units.

17. Contractor shall provide evidence of having comprehensive liability insurance with policy limits of $1,00,000.00 or more at the time of the bid submission.

18. Contractor shall provide proof evidence of worker's compensation insurance at the time of bid

19. A bid bond totaling equal to 10% of the amount of the total bid must be included with the applicant's bid package.

20. Subcontracting of sampling or field work is prohibited. (This is not meant to include lab analysis.)

21. Contractor shall conduct surveys and inspections in accordance with Federal State and Local standards.

22. Upon awarding of the bid, contractor must provide a performance bond equal to the amount of the awarded bid within five (5) business days of notification of award. Failure to do so will disqualify bidder.

23. The content of pages five (5) through nine (9) of this bid document shall be included in any standard contract provided by the contractor by reference.

24. Any prevision between pages five (5) through nine (9) of this document conflicting with the contract provided by the contractor shall supersede the contractor agreement.

25. Any agreements to deviate from specifications outlined in this document must be done in writing and agreed upon in writing as a contract amendment. The amendment shall be outlined separate from this document and any standard contractor document, signed and agreed upon in advance.

26. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Michigan

27. Government-Mandated Provisions: Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(i).

    A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement, or obligation set forth in this Agreement, and if such default remains uncured for a period of 10 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

    a. by mandamus or other suit, action, or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;

    b. have access to and inspect, examine, and make copies of all books and records of Contractor which pertain to the project;

    c. Make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;

    d. Terminate this Agreement by delivering to Contractor a written notice of termination; and/or

    e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

    No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

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B. Termination for Cause and for Convenience. The applicant may choose to terminate this Agreement at any time by delivering to Contractor written notice of intent to terminate five (5) business days advance .

C. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

D. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

F. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

G. Patent Rights and Copyrights: With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

H. Access to Documents: Contractor shall exercise best efforts to maintain communication with Applicant's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including, but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, US Department of Housing and Urban Development, the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers, and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the

Applicant's use of such documents on other projects.

I. Retention of Documents: Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

J. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000)

K. Energy Efficiency Standards: The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Bid Submission

The following information must be included in the bid package. Any omission of the requested information may cause you to forfeit the bid.

Page 0:	Cover Page
Page 1:	Bid certification
Page 2:	Conflict of interest disclosure form
Page 3:	Certification regarding debarment and suspension
Page 4:	Copy of applicable asbestos licenses
Page 5:	Proof of comprehensive liability insurance
Page 6:	Proof of workers compensating insurance
Page 6:	Proof of Bid Bond
Page 7:	Exhibit “A” List of properties
Page 8:	Exhibit “B” Cost breakdowns.
Pages 9+:	Business History/ Experience in Deconstruction and Demolition. Project list references, with contact person's name and telephone numbers.

EXHIBIT “A”

LISTING OF PROPERTY ADDRESSES

This project includes the following addresses (all properties are within Muskegon County).

Muskegon Heights

3321 9th
2413 7th
2617 6th
2633 Wood
3113 6th
3237 Baker
3028 Jefferson
"3139" Glendale

Muskegon

1303 6th
157 Allen

EXHIBIT "B"

BID TABULATIONS

(complete one sheet per address)

Having examined the specifications and related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials, and equipment, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request for Bid and the prices stated. Contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed", and complete the work in the time allotted.

Item #	Description	Estimated Hours	$ per hour	TOTAL COST
1	Survey & Sampling of site structures			
		Estimated No of Samples	**$ per sample**	
2	Lab analysis			
		Estimated Hours	**$ per hour**	
3	Report preparation			
		Total cost this address, not to exceed:		$0.00

Address: _____

Contractor:

_____

By: _____