



THE WAYNE COUNTY LAND BANK CORPORATION
**REQUEST FOR QUALIFICATION
FOR
EXTERIOR RESIDENTIAL REPAIR CONTRACTORS**

RFP/RFQ TIMETABLE

ACTION	DATE	TIME
RFP/RFQ Issue Date	April 2, 2020	12:00 AM EST
Pre-Response Questions Due	April 13, 2020	3:30 PM EDT
Responses to Questions	April 15, 2020	3:30 PM EDT
Response Deadline Date	July 1, 2020	3:30 PM EDT
Accepted Respondent Notification Date	July 8, 2020	3:30 PM EDT

Description: The Wayne County Land Bank Corporation (“WCLB”) requests responses to this Request for Qualifications (RFQ) for purpose of growing a pool of recommended contractors to conduct exterior home repairs, including, but not limited to porches, roofs, soffits and siding. Winning bidders would be included in our recommended contractors for anticipated rehabilitation funding in Wayne County communities this spring and into the future, with the goal of remediating blight, assisting in community development, and stabilizing neighborhoods.

Contact: Carrie Beth Lasley, WCLB Operations Director
Phone: (313) 967-2551
Email: clasley@waynecounty.com

A copy of this RFQ may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above. It will also be posted on the WCLB’s website at www.waynecountylandbank.com. *Responses must be in the actual possession of the Wayne County Land Bank on, or prior to, the exact date and time indicated above. Late responses will not be accepted.*



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SECTION 1

INTRODUCTION, OVERVIEW, & INSTRUCTIONS

1.1 Introduction / Background

The Wayne County Land Bank Corporation (“WCLB”), which owns and manages over 1,200 properties across Wayne County, is a public authority designed to address the scourge of blighted, tax-foreclosed properties throughout Wayne County. Through its programs and development efforts, the WCLB maintains properties, markets properties, and works with municipalities and community partners to return blighted land to productive use and contribute to neighborhood stabilization.

1.2 Overview

The purpose of this RFQ is to expand its pool of recommended contractors in advance of an anticipated grant that begins in May 2020 and for potential projects moving forward.

Typical WCLB rehabilitation programs allow homeowners to choose their contractors and require at least two bids before money is allocated for repairs to the exterior of homes. Awarded respondents will be placed on a list of recommended contractors that is shared with homeowner clients who are qualified for home rehabilitation funding. The WCLB’s projects focus on exterior repairs, including porch repairs, roof repairs, soffit repairs, ramp construction, siding repairs and any other repairs that may be deemed necessary and can be viewed from the street. Please note that the homeowner is not required to select a contractor from the list the WCLB provides. It is the WCLB’s experience, however, that homeowners generally select a contractor from this list.

WCLB currently has grant funds reserved to be allocated for repairs this summer, and plans to continue to pursue this type of funding in partnership with additional municipalities across Wayne County. Awardees will go through the process of being set up as a Wayne County contractor and will be recommended to program participants.

The general objectives of this RFQ are the following:

- Solicit qualified contractors that will provide for the responsible, successful rehabilitation of residential exteriors or their components; and
- Reliable with potential to work with WCLB on future projects; and
- Ensure that the process is clear, transparent, and equitable; and
- Ensure that the process is completed in a timely manner.

1.3 Rejection of Responses

WCLB expressly reserves the right to reject any and all responses, waive any non-conformity, re-advertise for responses, to withhold the award for any reason WCLB determines, or to accept the responses that, in the WCLB’s opinion, are in the best interest of and to the advantage of WCLB or its partner municipalities.

1.4 Program Requirements



WCLB welcomes any insured and licensed entity with the experience and capacity to conduct exterior residential repairs of any specialty in Wayne County to submit a response to this RFQ. All responses will be evaluated based upon the criteria set forth in Section 2 of this RFQ.

If selected, an entity (an “Accepted Respondent”) will be given until June 1 to complete the documentation to become a Wayne County contractor, if they are not a County contractor already. WCLB will then share the entities’ contact information with all qualified recipients of grants in our rehabilitation programs. Interested parties should be willing and able to work in all Wayne County communities. Exhibit A shows a sample contract for rehabilitation work that was used in a previous WCLB rehabilitation program.

To submit a response, interested parties must submit a Qualified Response, as defined under Section 2 below, via email to clasley@waynecounty.com. All responses must be submitted and received no later than July 1, 2020 at 3:30 p.m. This deadline will be strictly enforced.

After being selected as an Accepted Respondent, the following steps will occur:

- Accepted Respondents will be contacted by WCLB to complete documentation to become a County contractor. All Accepted Respondents must complete this process before they are included in the WCLB’s recommended contractor list.
- WCLB will include the Accepted Respondents on materials conveyed to qualified grant recipients. Recipients are free to choose any licensed and insured contractor that they want, but it is the WCLB’s experience, however, that homeowners generally select a contractor from the WCLB’s recommended list.

At the end of the process, it is the WCLB’s goals and expectation that it will have a pool of reliable contractors that it can use in rehabilitation programs, both current and into the foreseeable future.

1.5 Submitting Responses

Any insured and licensed party may submit a response under this RFQ. No response will be viewed or evaluated, however, unless it is a Qualified Response. Responses to this RFQ must be submitted in ONE electronic PDF document (the “Responding Document”) that contains all items, documents, data, and forms that the respondent wishes the WCLB to consider. The Responding Document may be delivered to the WCLB by the following means:

- By email to clasley@waynecounty.com on or before April 20, 2020 at 3:30 p.m. Please ensure that your document is small enough to deliver electronically and is received by the WCLB prior to the Response Deadline Date.
- By dropping off at WCLB Offices at 500 Griswold Ste. 28, Detroit, Michigan 48226 on or before April 20, 2020 at 3:30 p.m.

1.6 Minimum Response Requirements

Qualified Responses must contain ALL of the following:



- A copy of the entity's valid and current license to perform work
- A copy of the entity's valid and insurance insurance policy for described work.
- A completed Qualification Form, attached hereby as Appendix A.
- A completed Entity Information Form, attached hereby as Appendix B.
- A completed Conflicts Form, attached hereby as Appendix C.
- A completed Certification Form, attached hereby as Appendix D.

Notwithstanding any other provision of the RFQ, a response will not be considered a Qualified Response if any of the following apply:

- The respondent is not eligible under Section 1.3 of this RFQ.
- The respondent did not submit its response as required under Section 1.4 of this RFQ.
- The respondent is disqualified under Section 1.8 of this RFQ.

1.7 Communications Regarding the RFQ

In order to create a more competitive and unbiased qualification process, WCLB has designated a single point of contact throughout the qualification process. From the issue date of this RFQ, until the date Accepted Respondents are selected, all requests for clarification or additional information regarding this RFQ, or contact with WCLB or any governmental entity concerning this RFQ or the evaluation process, must be made solely to the contact person listed on the cover page of this RFQ.

If it is discovered that a respondent contacted and received information regarding this RFQ from any person other than the person specified above, WCLB may, at their sole discretion, disqualify that respondent from further consideration. Only those communications provided by WCLB in writing will be binding with respect to this RFP/RFQ.

1.8 Disqualification of Respondents

Any one or more of the following causes may be considered sufficient for the disqualification of a respondent and rejection of the response:

- Evidence of criminal activity tied to past rehabilitation work.
- Evidence of default under past development programs operated by WCLB, County of Wayne, or State of Michigan.
- Evidence of a conflict-of-interest that violates, or may violate, Section 1.14 below, any statute or bylaw of the WCLB or any WCLB policy.
- Evidence that a gratuity was provided, or offered, to a WCLB employee in violation of Section 1.15 below.
- Lack of professional responsibility as demonstrated by past work.

1.9 Rights and Responsibilities

WCLB has the right to clarify, modify, or amend this RFQ by one or more written addenda. It is responsible only for that which is expressly stated in the RFP/RFQ document and any authorized



written addenda thereto. WCLB reserves the right to withdraw RFQ, to select only one Accepted Respondent or none, or to select any combination of Accepted Respondents.

Should any addenda require additional information not previously requested, failure to address the requirements of such addenda may result in the response not being considered, as determined in the sole discretion of WCLB. Aside from written representations made by the contact person listed on the cover page of this RFP/RFQ, WCLB is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on their behalf.

1.10 Freedom of Information Act (FOIA)

All information submitted to the WCLB by respondents is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

1.11 Disclosure of Contents

All information provided in a response to this RFQ shall be held in confidence and shall not be revealed or discussed except in connection with the evaluation of this RFQ or as provided by law, including FOIA, as set forth under Section 1.10, or by court decision. All material submitted with the response becomes the property of WCLB and may be returned only at WCLB's option.

Respondents must make no other distribution of their responses other than authorized by this RFQ. A respondent who shares information contained in its response with competing respondent personnel shall be subject to disqualification.

1.12 Term

The term of any contracts awarded as a result of this RFQ may extend beyond the expiration of this RFQ.

1.13 Final Determination

The RFQ respondent(s) that are selected will be notified reasonably promptly. Acceptance of a respondent's RFQ does not constitute a binding contract. Only upon a fully executed Rehabilitation Agreement or other related documents or agreements will a binding contract exist.

Final determinations will be made pursuant to Section 2 of this RFQ.

1.14 Conflict of Interest

The following persons may not participate in this RFQ, be employed by any entity participating in the RFQ, or be a shareholder (in excess of 10%) of any entity participating in the RFQ:

- A board member, officer, appointee, or employee of the WCLB, County of Wayne, or State of Michigan.
- A relative of a board member, officer, appointee, or employee of the WCLB. For purposes of this Section 1.14, a relative is defined as a parent, child, sibling, spouse, aunt, uncle, niece, nephew, grandparent, grandchild, parent-in-law, child-in-law, or first cousin.



1.15 Gratuities

A respondent shall not offer or give either directly, indirectly, or through an intermediary, consideration, in any form, to a WCLB officer, employee, or agent, or to an appointee of the County of Wayne or State of Michigan, for the purpose of securing favorable treatment with respect to this RFQ.



SECTION 2

EVALUATION PROCESS AND CRITERIA

Responses to RFQ that both (i) satisfy Section 1.5 and (ii) are not disqualified under Section 1.7 (“Qualifying Responses”) will be assessed and scored by WCLB pursuant to the below criteria. All non-Qualifying Responses will be disregarded, and will be neither reviewed nor scored, notwithstanding the quality thereof. WCLB reserves the right to conduct an independent investigation of any information provided in a given response by contacting references, assessing public information, contacting independent parties, or through any other legal means. A response may be rejected if it is determined to contain false, misleading, incomplete, or deceptively unresponsive statements. WCLB further reserves the right to request additional information from a respondent during the evaluation process.

Each Qualifying Response will be scored based upon the criteria set forth below.

2.1 Experience (75 Points)

As discussed above, the goal of the RFQ is to create a pool of reliable contractors that can successfully perform any or all of a range of exterior home repairs on Wayne County properties. Thus, WCLB seeks respondents that possess technical expertise, a proven track record, and demonstrated familiarity with the duties they will be asked to perform. Respondents can be all-inclusive in their scope of work or specialized, i.e. roofers, concrete repairs, etc.

In particular, the WCLB will weigh the following attributes when awarding points under this criterion:

- Experience with similar programs; and
- Experience with contracting jobs on a range of exterior residential repairs; and
- Technical expertise or special skills.

2.2 Technical Requirements (25 points)

WCLB requires all contractors to be current on insurance and license requirements. It will request proof of each as part of this response. In addition, any qualifications, education or training that demonstrates increased awareness of public and worker safety and/or special skills will be considered.

In particular, WCLB will weigh the following attributes when awarding points under this criterion:

- Is the contractor suitably licensed?
- Is the contractor appropriately insured?
- Can WCLB feel confident that all MIOSHA, EPA, HUD and statutory standards for safety will be met on this project?
- Does this contractor offer any special opportunities or skills to our qualified homeowners?



APPENDIX A

QUALIFICATION FORM



APPENDIX B
ENTITY INFORMATION FORM



ENTITY INFORMATION FORM

Respondents must provide complete answers to ALL items and questions on this form.

BACKGROUND INFORMATION

Applicant/Entity Name	
Mailing Address	
Contact Person <i>(please indicate only <u>one</u> person who will serve as the primary contact)</i>	
Phone Number <i>(of contact person)</i>	
E-Mail Address* <i>(of contact person)</i>	

* The email address provided on this form will serve as the primary mode of communication throughout the RFQ process.



ADDITIONAL BACKGROUND INFORMATION

Please provide complete written answers to the following:

1. Your entity's official registered name.

2. Your entity's identification number (from the Department of Licensing and Regulatory Affairs).

3. Your entity's date and state of incorporation, if applicable.

4. Your Taxpayer Identification Number (TIN) or Employer Identification Number (EIN).

5. Your entity's members, managers, and principal shareholders (i.e., those holding 5% or more of the outstanding shares).

6. A list of all partners, members, employees, owners, etc. of your entity who will be involved with any work performed under this RFQ.

7. Your office address, if different from the mailing address listed above.

8. Has your entity been debarred by the Federal or any State Governments? If yes, has it been lifted and if so, when?

9. Has your entity had contracts terminated for breach or failure to perform within the past five years? If yes, by whom and why?



APPENDIX C
CONFLICTS FORM



CONFLICTS FORM

Please answer the following completely and truthfully. All conflicts indicated on this form will be reviewed by WCLB, however no respondent will be automatically disqualified unless their conflict/s is/are prohibited under Section 1.14 of this RFQ. During the evaluation process, WCLB may request clarification or additional information regarding your responses to this form. Please be prepared to promptly address any such request.

1. Have you or any shareholder, manager, employee, member, partner, director, or board member of your entity ever been employed by the Wayne County Land Bank or the County of Wayne?

YES NO

If yes, please explain:

2. Have any current employees or officials of the Wayne County Land Bank, or the County of Wayne ever been employed by you or your entity, or been a business affiliate thereof?

YES NO

If yes, please explain:

3. Do you or any shareholder, manager, employee, member, partner, director, or board member of your entity have a relative, as defined under Section 1.14 of this RFQ, who is a current employee or official of the Wayne County Land Bank or the County of Wayne?

YES NO

If yes, please explain:



APPENDIX D
CERTIFICATION FORM



CERTIFICATION FORM

The undersigned hereby certifies, under penalty of perjury, to the following:

1. I have read this RFQ in its entirety, along with all instructions on all forms being submitted as part of this response, and I understand the content thereof.
2. All of the information contained in this response is complete, accurate, and current to the best of my knowledge.
3. This response is submitted without collusion with any other person or entity making any other response.
4. If signing on behalf of a business or other entity, I have the legal authorization to bind the entity listed hereunder.
5. The respondent is not delinquent on property taxes payable to any governmental taxing unit. I understand that WCLB may verify the respondent's tax status.
6. I understand that, if selected as an Accepted Respondent, I am not necessarily entitled to being selected for work. Rather, I understand that my selection as an Accepted Respondent merely makes me a recommended contractor that grant recipients can select.

No response shall be accepted which has not been manually signed in ink in the appropriate space below.

Sign Name: _____

Date: _____

Print Name: _____

Title (if applicable): _____

Entity Name (if applicable): _____



EXHIBIT A

WCLB Sample Contractor Agreement for Rehabilitation Projects



PROJECT CONTRACT

THIS AGREEMENT (the "Project Contract") is executed as of _____ by and between **WAYNE COUNTY LAND BANK CORPORATION**, a public body corporate and politic, organized and now existing pursuant to Michigan Public Act 258 of 2003, whose address is 500 Griswold Street, 28th Floor, Detroit, Michigan 48226 ("Land Bank"), and _____ ("Eligible Contractor"), a _____ located at _____, and _____ ("Eligible Applicant") a _____ located at _____.

WHEREAS, the Wayne County Land Bank Corporation, a public body corporate and politic, organized and existing pursuant to the Land Bank Fast Track Act, M.C.L. §124.751 et seq. (2003 PA 258), is charged with facilitating the use and development of distressed property and promoting community growth; and

WHEREAS, the Land Bank, in the interest of promoting community growth and development, and in the interest of remediating blight, seeks to assist fixed-income senior residents in securing safe and usable front porches and access ramps; and

WHEREAS, The Land Bank engages Eligible Contractor to perform the rehabilitation or construction of the aforementioned front porches and access ramps; and

WHEREAS, Eligible Contractor acknowledges that the Land Bank relies upon the expertise of the Contractor and acknowledges that the representations and warranties stated herein are relied upon by the Land Bank in the execution of the Project Contract; and

WHEREAS, Eligible Contractor agrees to perform all obligations hereunder, using its best skill and judgment and efficient business administration to faithfully and diligently perform the services in accordance with the terms and conditions contained in this Project Contract and consistent with the standard of practice in the industry; and

WHEREAS, Eligible Applicant is in need of services to be performed by Eligible Contractor and by financing secured by the Land Bank.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. DEFINITIONS

As used in this Project Contract, the following terms shall have the following meanings:

1.01 "Eligible Applicant" means an individual person who satisfies the following: he/she (a) owns and resides on a residential property in Highland Park as his/her primary place of occupancy, (b) is at least 65 years old on the date he/she submits an application, (c) receives, as his/her only substantial source of income, a fixed-income benefit and/or entitlement payment provided by a governmental or



public pension program, and (d) resides in a household that is at or below 120 percent of the Area Median Income (AMI) based on HOME County Income Limits.

1.02 “Eligible Property” means a property in Highland Park, Michigan, as described more specifically in Exhibit A, that satisfies the following: (a) is a residential, single-family property, (b) is not subject to any in rem legal action, including any foreclosure proceeding, (c) has active electric and water utility accounts tied to the property’s address, (d) is not subject to a mortgage, (e) is not subject to any tax delinquency, and (f) is located in a Census tract recognized by the U.S. Housing and Urban Development Agency as Low-to-Moderate Income (LMI).

1.03 “Eligible Contractor” means a contractor duly licensed by the Michigan Department of Licensing and Regulatory Affairs that possesses the experience and/or capacity to conduct porch repairs and/or construct residential access ramps.

1.04 “Final Completion” means a date no later than the earlier of (a) six months after the execution of the Project Contract or (b) December 1, 2019, upon which Eligible Contractor has completed the Project and all obligations under the Project Contract in accordance with all applicable local, state, and federal laws.

1.05 “Final Completion Report” means a report submitted by Eligible Contractor after Final Completion has been met. The Final Completion Report shall contain, at minimum, (a) a description of the Services completed on the Eligible Property, (b) an itemized list of costs incurred on the Eligible Property, with copies of any receipts or invoices necessary to substantiate these costs, (c) copies of all permits pulled to complete the Services performed on the Eligible Property, (d) photographs of the completed Project, and (e) an invoice or invoices for payment in accordance with Section 3.02.

1.06 “Project” means the one-time repair of a residential porch or construction and/or installation of a residential access ramp on an Eligible Property in Highland Park. For purposes of this Project Contract, the following definitions of “Project” shall apply:

- a. “Porch Repair Project” shall mean any repairs, reconstruction or necessary construction of the external front entry porch, stairs, handrails, porch ceiling, porch roof or other constructed entry features located on the front of the residence, restoring the Property to local and federal codes.
- b. “Ramp Construction Project” shall mean construction, installation or repairs to an accessibility ramp at the front entrance of the residence that complies with local and federal standards.
- c. “Dual Project” shall mean a Project that involves both a Porch Repair Project and a Ramp Construction Project.

1.07 “Services” means the scope of work being performed on the Eligible Property. Services include all permitting, construction, labor and design work required to complete the Project.



1.08 “Environmental Laws” shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

1.09 “Hazardous Materials” shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.

1.10 “Hazardous Use” shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

2. ELIGIBLE CONTRACTOR’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

2.01 Eligible Contractor warrants and represents that it is a certified and licensed contractor with capacity and expertise to complete the Project.

2.02 The Eligible Contractor warrants and represents that prior to the execution of the Project Contract, Eligible Contractor has:



- a) Visited the Eligible Property.
- b) Provided the Land Bank with a description of the Services to be performed and estimated costs.

2.03 The Eligible Contractor, its subcontractors and agents, (collectively referred to hereinafter as “Eligible Contractor”), agrees to perform the obligations described herein:

- a) Achieve Final Completion by completing a _____ Project on the Eligible Property within the earlier of (i) six months from the date of this Project Contract or (ii) prior to December 1, 2019.
- b) Obtain all necessary permits and licenses from local municipality.
- c) Within 30 days of completing the Project, Eligible Contractor shall submit a Final Completion Report, as set forth under Section 1.05, and an invoice, as described in Sections 3.01 and Section 3.02.

2.04 If Eligible Contractor, acting in good faith, fails to satisfy Final Completion, Eligible Contractor may submit a written request for an extension of time before the Final Completion date has passed. The written request must explain the measurable progress Eligible Contractor has made, the reason for the delay despite Eligible Contractor’s diligence, and the date Eligible Contractor’s obligations will be complete. Land Bank may either (a) grant this request, setting a new date for Final Completion (the “Amended Final Completion Deadline”), or (b) deny this request at its sole discretion, with notice.

2.05 For all purposes of this Project Contract, whether Eligible Contractor has satisfied Final Completion shall be determined at Land Bank’s sole discretion, based upon a reasonable assessment of the Final Completion Report, in addition to Land Bank’s own examination of the Eligible Property. Land Bank’s determination that Eligible Contractor has not satisfied Final Completion shall not constitute a default by Land Bank under this Project Contract.

2.06 In the event there is any dispute between the parties regarding the extent and character of the Services to be performed, the interpretation and determination of the Land Bank governs.

2.07 All Services are subject to review and approval of the Land Bank for completeness and fulfillment of the requirements of this Project Contract. The Land Bank’s review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Project Contract.

2.08 Eligible Contractor shall be and shall remain liable, in accordance with the applicable law, for all damages to the Land Bank caused by Eligible Contractor’s negligent performance or nonperformance of any of the services furnished under this Project Contract.

2.09 If Eligible Contractor fails to fulfill its obligations under Section 2 of this Project Contract, the Land Bank shall provide written notice of Eligible Contractor’s failure, within two weeks from the date the Land Bank is made aware of said failure, informing Eligible Contractor of its failure to fulfill its obligations. Eligible Contractor shall have seven days, beginning the date notice is sent to Eligible



Contractor, to cure its default(s) (the “Default Cure Deadline”). If Eligible Contractor fails to cure any and all defaults by the Default Cure Deadline, the Land Bank may do any or all of the following:

- a) Seek specific performance of all Services stated herein;
- b) Retain 20% of the requested amount of any invoice submitted as liquidated damages; and
- c) Withhold payment of any invoice until all Services and all obligations under this Project Contract are completed to the sole satisfaction of the Land Bank.

3. COMPENSATION AND METHOD OF PAYMENT

3.01 If the Land Bank is satisfied with the Final Completion Report and is satisfied that all work has been completed as required under this Project Contract and to the sole satisfaction of the Land Bank, the Land Bank shall pay Eligible Contractor the total amount due on the invoice or invoices provided as part of the Final Completion Report, provided, however, that the Land Bank shall not be responsible for any amounts in excess of \$10,000.00, which shall expressly be considered a not-to-exceed limit under this Project Contract. Eligible Contractor agrees it shall be responsible for any costs in excess of \$10,000.00.

3.02 As part of the Final Completion Report, Eligible Contractor’s invoice must be signed, must certify the total cost of the services rendered and must describe the services rendered. If Eligible Contractor is completing a Dual Project, as set forth under Section 2.03, Eligible Contractor must submit two separate invoices: (1) an invoice for the Porch Repair Project and (2) an invoice for the Ramp Construction Project. Eligible Contractor agrees to independently account for all costs between the Porch Repair Project and Ramp Construction Project.

3.03 Upon receipt of an invoice or invoices, submitted in the form described in Section 3.02 above, the Land Bank agrees to pay, subject to the not-to-exceed limit and with the right to withhold or charge back the amount paid for errors or defects in service, for the proper performance of the Services, as evidenced by the Final Completion Report and the timely performance of the Services. In the event the services are not performed in a timely fashion such that the obligations of the Project Contract have not been met, the Land Bank may, in its sole discretion, adjust the compensation upon payment.

3.04 If Eligible Contractor fails to submit a proper invoice or invoices, and does not cure any defaults in any submitted invoice, no payment will be remitted by the Land Bank to the Eligible Contractor.

4. RELATIONSHIP OF ELIGIBLE CONTRACTOR AND LAND BANK

4.01 The relationship of the Eligible Contractor to the Land Bank is and will continue to be that of an independent contractor. No liability or benefits, such as worker’s compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee



relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Project Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Eligible Contractor agrees to hold the Land Bank harmless from any such claims, and any related costs or expenses, to the extent caused by the Eligible Contractor.

5. INSURANCE

5.01 The Eligible Contractor shall procure and maintain for the duration of the Project Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Eligible Contractor, its agents, representatives, or employees.

5.02 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in the state of Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan.

5.03 Eligible Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements.

6. INDEMNIFICATION

6.01 Except for claims arising from the Land Bank's willful acts or gross negligence, the Eligible Contractor, at its expense, agrees to indemnify, defend and hold harmless the Land Bank against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Land Bank because of any of the following occurring during the term of this Project Contract:

- a) Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Eligible Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated (directly or indirectly) or subsidiary to the Eligible Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- b) Any failure by the Eligible Contractor, or any of its employees, agents, consultants or any entities associated, to perform its obligations either implied or expressed under this Project Contract.

6.02 The Eligible Contractor agrees that it is its responsibility and not the responsibility of the Land Bank to safeguard the property and materials that the employees of the Eligible Contractor use in performing this Project Contract. The Eligible Contractor must hold the Land Bank harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Eligible Contractor under this Project Contract.



6.03 Nothing in this Section shall be deemed to relieve the Eligible Contractor of its duty to defend the Land Bank, as specified, pending a determination of the respective liabilities of the Eligible Contractor and the Land Bank, by legal proceeding or agreement. The Land Bank shall cooperate with the Eligible Contractor in the defense against the suit. In no event shall the Eligible Contractor make any admission of guilt or liability on behalf of the Land Bank without the Land Bank's prior, written consent.

6.04 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

6.05 This indemnity must not be construed as a waiver of any governmental immunity the Land Bank or employees has, as provided by statute or modified by court decisions.

7. ELIGIBLE APPLICANT'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

7.01 Eligible Applicant certifies that he/she:

- a) Owns and resides on the Eligible Property, and that the Eligible Property is his/her primary place of occupancy;
- b) Is at least 65 years old;
- c) Receives, as his/her only substantial source of income, a fixed-income benefit and/or entitlement payment provided by a governmental or public pension program; and
- d) Resides in a household that is at or below 120 percent of the Area Median Income (AMI) based on HOME County Income Limits and within a HUD-designated LMI Census tract.

7.02 Eligible Applicant further certifies that the property is an Eligible Property, as defined under Section 1.02.

7.03 Eligible Applicant agrees to grant Eligible Contractor and its agents and employees a right-of-access to the Eligible Property's outdoor areas, front porch area, and grants permission for use of Eligible Applicant's electricity and water for Services contemplated under this Project Contract.

7.04 Eligible Applicant agrees that satisfactory completion of the Project Contract is at the sole discretion of the Land Bank, and agrees to hold harmless the Land Bank for any defaults, delays or injuries caused by Eligible Contractor and its agents and employees.

7.05 Eligible Applicant agrees that any services to be provided on the Eligible Property is at the sole discretion of the Land Bank and agrees not to make any additional requests of Eligible Contractor, its agents or employees, without written consent from the Land Bank.

7.06 Eligible Applicant permits the Land Bank to record a lien on the Eligible Property for the amount of the Project improvements, of which such lien will extinguish after five years.

7.07 Except for claims arising from the Land Bank's gross negligence or the Eligible Contractor's gross negligence, respectively, the Eligible Applicant, at his/her expense, agrees to



indemnify, defend and save harmless the Land Bank and the Eligible Contractor against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Land Bank or Eligible Contractor because of any of the following occurring during the term of this Project Contract:

- a) Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Eligible Applicant, any visitor to the Eligible Property, or any or any entities associated, affiliated (directly or indirectly) to the Eligible Applicant now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- b) Any failure by the Eligible Applicant to perform its obligations either implied or expressed under this Project Contract.

7.08 All compliance monitoring will be completed by the Land Bank and compliance with this Project Contract will be at the sole discretion of the Land Bank. In the event Eligible Applicant believes the Project Contract has been breached, Eligible Applicant must notify the Land Bank within one week of the breach via written notice sent by email or first class mail. Eligible Applicant must provide documentation of the breach with the written notice. The Land Bank will review the notice, and at its sole discretion, the Land Bank will determine whether there has been a breach of the Project Contract.

8. LAND BANK'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

8.01 The Land Bank represents that it will secure funds to complete the Project Contract. In the event the Land Bank is unable to secure funds within two weeks of this Project Contract, the Land Bank may, at its discretion, terminate this Project Contract by sending written notice to Eligible Applicant and Eligible Contractor. Upon such termination, this Project Contract shall be null and void, and Eligible Contractor shall be entitled compensation only of its reasonable and necessary costs expended on the Project between the date of this Project Contract and the date of termination.

8.02 The Land Bank will make the sole determination as to who is an Eligible Applicant, who is an Eligible Contractor and what is an Eligible Property. Only Eligible Contractors, Eligible Applicants and Eligible Properties will be considered for this Project Contract.

8.03 Within two weeks of Eligible Contractor's submission of the Final Completion Report, Land Bank shall determine whether Eligible Contractor has satisfied Final Completion and provide Eligible Contractor written notice of such determination. If Eligible Contractor has satisfied Final Completion and submitted an invoice as described in Section 3, Land Bank shall, within two weeks, provide full payment to Eligible Contractor. If Eligible Contractor has not satisfied such obligations, Eligible Contractor shall be in default of its obligations under this Project Contract.



8.04 Following completion of a Project, the Land Bank will attach any lien to the Eligible Property that may be required under law or under the terms of any Project funding received by the Land Bank.

9. DEFAULT

9.01 In the event of a default by Land Bank hereunder, the Eligible Contractor may, at its option, either (a) seek specific performance of the terms and conditions of this Project Contract, or (b) terminate this Project Contract by written notice delivered to the Land Bank and the remedy elected shall constitute the sole and exclusive remedy of the Eligible Contractor. The Eligible Applicant may seek specific performance of the terms and conditions of this Project Contract and this remedy shall constitute the sole and exclusive remedy of the Eligible Applicant.

9.02 In the event of default by the Eligible Contractor, the Land Bank may seek any or all remedies expressed herein and may seek specific performance of the terms and conditions of this Project Contract, and any remedy elected shall constitute the sole and exclusive remedy of the Land Bank. The Eligible Applicant may either (a) seek specific performance of the terms and conditions of this Project Contract, or (b) seek damages for any ill-repair or damage to Eligible Property caused by Eligible Contractor's gross negligence and any remedy elected shall constitute the sole and exclusive remedy of the Eligible Applicant. Determination of default by the Eligible Contractor is at the sole discretion of the Land Bank.

9.03 In the event of default by the Eligible Applicant, the Land Bank and Eligible Contractor may each, at their option, terminate this Project Contract by written notice delivered to Eligible Applicant via first class mail and obtain \$1,000.00 as liquidated damages, and/or record a lien on the Eligible Applicant's property for such amount and their sole and exclusive remedy. Determination of default by the Eligible Applicant is at the sole discretion of the Land Bank.

10. MISCELLANEOUS PROVISIONS

10.01 Any notice, request, demand, consent, approval or other communication given pursuant to this Project Contract (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) email, or (d) United States registered or certified mail, return receipt requested, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time the email is sent, at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Project Contract shall be as follows:



If to Land Bank:

Daniel Rosenbaum
Executive Director
Wayne County Land Bank Corporation
500 Griswold, Fl 28
Detroit, MI 48226
kbeals@waynecounty.com

If to Eligible Contractor:

[Redacted area consisting of four horizontal yellow bars]

If to Eligible Applicant:

[Redacted area consisting of four horizontal yellow bars]

10.02 The parties hereto agree that at any time or from time to time after the execution of this Project Contract, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Project Contract.

10.03 This Project Contract shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. The Land Bank, Eligible Contractor, and Eligible Applicant irrevocably submit to the jurisdiction of any court of competent jurisdiction in the County of Wayne, State of Michigan in connection with any proceeding out of or relating to this Project Contract.

10.04 This Project Contract embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Project Contract may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.

10.05 This Project Contract may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

10.06 Whenever possible, each provision of this Project Contract and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such



invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Project Contract.

10.07 The terms in this Project Contract that should reasonably survive the termination of this Project Contract shall survive.

10.08 Neither party's failure nor neglect to enforce any of its rights under this Project Contract will be deemed to be a waiver of that party's rights.

10.09 The section headings contained in this Project Contract are for reference purposes only and shall not affect the meaning or interpretation of this Project Contract.

LAND BANK:
WAYNE COUNTY LAND BANK CORPORATION

By: Daniel Rosenbaum
Its: Executive Director

Subscribed and sworn to before me this ___ day of _____, 2019.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

ELIGIBLE CONTRACTOR:

Print Name:

Subscribed and sworn to before me this ___ day of _____, 2019.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

ELIGIBLE APPLICANT:

Print Name:

Subscribed and sworn to before me this ___ day of _____, 2019.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.