

**WAYNE COUNTY NSP PROGRAM**

**DEMOLITION CONTRACT  
BETWEEN  
WAYNE COUNTY LAND BANK  
And**

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**FOR ELIGIBLE ACTIVITIES CONDUCTED UNDER THE  
NEIGHBORHOOD STABILIZATION PROGRAM**

THIS DEMOLITION AGREEMENT (the “**Agreement**”) is entered upon execution by both parties between the Wayne County Land Bank Corporation, a duly authorized authority under the provisions of MCL 124.751 et. seq., PA 258 of the Michigan Public Acts of 2003 (the “**WCLB**”) and \_\_\_\_\_, a Michigan Corporation, (the “**Contractor**”).

### RECITALS

WHEREAS, the Housing and Economic Recovery Act of 2008 (“**HERA**”) through a special allocation of Fiscal Year 2008 Community Development Block Grant (“**CDBG**”) funds pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”) established the Neighborhood Stabilization Program (“**NSP**”) which provides targeted emergency assistance to State and local governments, Non-profit organizations and private contractors to perform eligible activities designed to stabilize neighborhoods;

WHEREAS, Wayne County (County) has applied to be a recipient of NSP funds from U.S. Department of Housing and Urban Development (“**HUD**”) pursuant HERA 42 USC 5301 sec 2301 et. Seq., and has received an allocation of NSP funds to affect the purposes of its NSP Program by helping its eligible communities recover from the effects of foreclosures, abandoned properties, and declining property values by providing NSP funds to Contractors to perform eligible activities which must meet the U.S. Department of Housing and Urban Development (HUD) program specific national objectives;

WHEREAS, the County will adopt some of HOME program standards set forth in the regulations 24 CFR Part 92 pursuant to the federal HOME Investments Partnership Act that do not conflict with HERA to fulfill its obligations under HERA 42 USC 5301 sec 2301 et. Seq;

WHEREAS, WCLB is the Subrecipient of NSP Funds pursuant to the NSP Subrecipient Agreement with the County dated on or about October 1, 2009. Under the Subrecipient Agreement, the WCLB is responsible for selection of Program Manager on behalf of the County and WCLB will enter into contracts with numerous Contractors for eligible demolition of single family homes or commercial property in Wayne County;

WHEREAS, WCLB has contracted with Community Improvement Group (CIG) to be a Program Manager for NSP and the Program Manager will administer and manage the NSP program on behalf and benefit of WCLB and the County;

WHEREAS, WCLB has also contracted with JC Beal Construction Inc. to be a Demolition Facilitator for the purposes of utility shutoffs, clearances, governmental clearances, and assisting with demolition permits on behalf of WCLB prior to demolition;

WHEREAS, the Contractor has responded to a Request for Qualification (RFQ) and subsequent Invitation to Bid (IFB) for demolition services and has been selected to receive in the amount of \$ \_\_\_\_\_ to demolish properties listed in **Exhibit “A”**;

WHEREAS, the Contractor desires to receive the NSP Funds, and the WCLB is willing to disburse the NSP Funds to the Contractor, upon the terms and conditions hereinafter set forth;

WHEREAS, Wayne County will benefit from the Project by demolishing blighted property that pose a risk to the health, safety and welfare of LMMI residents in the City of Detroit and neighboring municipalities within the County;

WHEREAS, this Agreement is contingent upon and approval of all environmental clearances from federal and state agencies, such as the Environmental Protection Agency (EPA) and Michigan State Historic Preservation Office (SHPO). **This Agreement shall be terminated immediately with Notice if clearances are not obtained.**

**WHEREAS, This Agreement is being entered into for the benefit of the County and the County has the same rights as the WCLB to enforce any and all terms of this Agreement;**

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

1.01 “Abandoned” means a home is abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days.

1.02 “Agreement” means the NSP demolition agreement between the WCLB and Able Demolition Inc., a Michigan Corporation.

1.03 "Advance" shall mean a disbursement or reimbursement of funds by the County under the terms and conditions of the County Loan.

1.04 “Blighted Structure” means a structure blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

1.06 “CDBG” means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.

1.07 "Closing or Closing Date" shall mean the date and time, which shall be mutually

agreed upon by the Contractor and the County, at which the Contractor shall execute any other documents deemed necessary by the County in connection with this Agreement.

1.08 "Completed Project" shall mean that the eligible activity on the Project Sites is Completed as specified in the Project Schedule.

1.09 "Completion Date" shall mean the date of the Completed Project.

1.10 "Contractor" shall mean a general contractor or subcontractor, licensed in the State of Michigan, retained by the Contractor to perform, or cause the performance of, the work described in the Project Plans attached hereto necessary for the proper completion to the Project Sites.

1.11 "Counsel" shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Contractor.

1.12 "County Fee" shall mean the funds provided to the Contractor pursuant to this Agreement.

1.13 Intentionally left blank.

1.14 Intentionally left blank.

1.15 Intentionally left blank.

1.16 "Default" shall mean the occurrence of an Event of Default for which proper notice has been given and the applicable cure period has expired, or such other event as described in Article XI for which no notice or cure period is required, but which gives the County the right to immediate remedies under law.

1.17 "Contractor" shall mean \_\_\_\_\_, a Michigan For-Profit Corporation.

1.18 "Contractor's Equity Contribution" shall mean any documented funds of the Contractor invested in the Project by the Contractor from any source not secured by a lien or an interest in the Project or the Project Sites.

1.19 "Demolition Facilitator" shall mean either WCLB employees OR any the third-party entity selected by WCLB to facilitate demolition on behalf of WCLB and Wayne County.

1.20 Intentionally left blank.

1.21 "Effective Date" shall mean the date this Agreement is executed by all parties.

1.22 "Eligible Project Costs" shall mean obligations of the Contractor incurred for materials, furnishings, fixtures and equipment and for labor and to consultants, contractors, and materialmen in connection with the demolition of the Project Sites; or (b) all other costs which the

County or the Contractor shall be required to pay under the terms of any contract or contracts, for the demolition of the Project, and all costs which by the terms of this Agreement are to be paid out of the moneys in the Project fund to the extent available therefore;

1.23 "Event of Default" shall mean any of those events specified and defined in Article XIII hereof.

1.24 "Foreclosed" shall mean a property "has been foreclosed upon" at the point that, under state or local law, the mortgage or tax foreclosure is complete. HUD generally will not consider a foreclosure to be complete until after the title for the property has been transferred from the former homeowner under some type of foreclosure proceeding or transfer in lieu of foreclosure, in accordance with state or local law.

1.25 "HOME Investment Partnerships Act" or "Act" shall mean the act and related regulations which implement the Home Investment Partnerships Program set forth at and in accordance with 24 CFR Part 92 et seq.

1.27 "HUD" shall mean the United States Department of Housing and Urban Development.

1.28 "LMMA" shall mean low moderate and middle income Area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 120% of area income.

1.29 "LMMI" shall mean low –moderate- and middle income.

1.30 "LMMH" shall mean low –moderate and middle housing activities that will be occupied by a household whose income is at or below 120% of area median income which shall include the following: Acquisition, Rehabilitation, Rental, Sale, Conversion, Construction of Housing Units, Homeownership Assistance, Infrastructure for housing as part of redevelopment, which all Units must be occupied by those meeting the low-and moderate-income requirement.

1.31 "LMMC" shall mean low-moderate and middle limited clientele activities whose income is at or below 120% of area median income.

1.32 "Neighborhood Stabilization Program (NSP)" shall mean the program authorized under Title III of the Housing and Recovery Act of 2008, being 42 USC 5301 et. seq., and implemented by Wayne County to provide emergency assistance in acquiring and redeveloping, and purchasing foreclosed properties that might otherwise become sources of abandonment and blight within their communities.

1.33 "NSP Funds" shall mean those funds made available to the County pursuant to the HERA section 2031(f)(3)(A)(i) and (ii), and advanced by the County to the Contractor to assist in the financing of the Development of the Project.

1.34 "NSP Property or Properties" means any property that meets the eligibility

criteria of the Neighborhood Stabilization Program (NSP).

1.35 “NSP Plans” shall mean the Wayne County Neighborhood Stabilization Program Substantial Amendment Plan approved by the Federal Department of Housing and Urban Development (HUD).

1.36 “Plans” shall mean demolition plans attached hereto as **Exhibit “B”**, and made a part hereof by this reference, prepared for or by the Demolition Facilitator in conjunction with Contractor, and acceptable to and approved by WCLB, which detail the demolition of the Properties and are necessary for the completion of the Project, all in accordance with the Program.

1.37 “Program Income” shall mean gross income received by the County or a Contractor directly generated from the use of NSP funds, further described in 24 CFR 570.500, and further refined in the NSP Federal Notice.

1.38 "Project" shall mean the demolition of the Properties in accordance with the Plans.

1.39 "Project Budget" shall mean the budget for the Project attached hereto as **Exhibit “C”**, as amended from time to time by material agreement of the Contractor and the WCLB, in accordance with the terms of this Agreement

1.40 "Project Schedule" shall mean the schedule for the Project as set forth in **Exhibit “D”** attached hereto, as amended from time to time by mutual agreement of the Contractor and WCLB, in accordance with the terms of this Agreement.

1.41 “Program Manager” shall mean Community Improvement Group (CIG) the third-party entity selected by WCLB to administer the Wayne County Neighborhood Stabilization Program on behalf of WCLB and Wayne County.

1.42 "Property or Properties" shall mean that real properties, described in **Exhibit “A”** attached hereto, located in the City of Detroit, County of Wayne, State of Michigan, which the Contractor proposes hereby to demolish in accordance with the terms and conditions of this Agreement and the Program.

1.43 “Property Sites” shall mean the real properties listed and described in **Exhibit “A.”**

1.44 “Regulations” shall mean the regulations relating to the HOME Program promulgated by HUD at 24 CFR Part 92, as the same may be amended from time to time.

1.45 Intentionally left blank.

1.46 "Total Demolition Cost" shall mean the total cost of the Project, including, but not limited to demolition of each Property, the Contractor’s Fee, and any other approved, associated or required expenditures, fees or costs.

1.47 “Wayne County” or the “County” shall mean the Charter County of Wayne.

- 1.48 “Wayne County Land Bank (WCLB)” shall mean the Wayne County Land Bank Corporation, a duly authorized authority under the provisions of MCL 124.751 et. seq., PA 258 of the Michigan Public Acts of 2003.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

2.01 Identification of Property. The WCLB shall be responsible for identifying the total number of Properties the Contractor will be responsible for demolishing. The Demolition Facilitator will work in conjunction with the Contractor to determine the Total Demolition Cost for the services listed in subsection 2.02 and 2.03 for each Property and identify the costs for each Property in **Exhibit C** and establish a timeline pursuant to this Agreement and describe in **Exhibit D**.

**2.01a . Condition Precedent Prior to Initiating Demolition: Contractor shall not initiate ANY activity related to demolition or contained in Section 2.02 until the WCLB notifies the Contractor that it has obtained environmental and SHPO clearances on the Property. WCLB will not be responsible for any costs that are incurred prior to clearance notification.**

2.02 Scope of Services. The Contractor will be responsible for providing the following services to each Property listed in **EXHIBIT A**:

- a. Demolition and removal of commercial/ residential buildings and structures;
- b. Removal and abatement of asbestos required by asbestos reports;
- c. Supply water necessary for demolition and abatement;
- d. Demolition of site improvements adjacent to a building or structure;
- e. Demolition of out building and structures;
- f. Removal of all concrete walks, concrete slabs and asphalt paving;
- g. Removal of all construction, foundations and footings;
- h. Removal and termination of all underground utilities 4 inches in diameter and greater;
- i. Disconnection and removal of all electrical services to buildings;
- j. Protection of all existing trees to remain;
- k. Removal of trees greater than 6” in diameter as noted on plans;
- l. Removal of all other vegetation and brush;
- m. Removal of above grade site improvements;
- n. Clearing, grubbing for Grass Seeding;
- o. Soil Erosion Control Installation;
- p. Remove all debris from site and disposal of waste and debris to EPA and MDEQ certified waste facility;
- q. Back-fill to grade after demolition;
- r. Topsoil areas disturbed from demolition and removals to a depth of least 4”;
- s. Repair side-walks at Contractor’s own expense, if damages caused by the

- Contractor's negligence or mistake;
- t. Ensure that demolition utilizes "Lead Safe Work Practices" and removal of hazardous materials.
  - u. Any additional services that may be required of by the Contractor to complete the demolition in accordance with federal, state, or local laws and regulations.

2.03 Asbestos Abatement. If necessary, Contractor shall be required to abate asbestos pursuant to federal and state regulations prior to demolition.

2.04 Time is of the Essence. Contractor recognizes and understands that time is of the essence in the completion of the services required under this Agreement, and that the timely and orderly completion of the Project is critical to WCLB's interests. Upon receiving a "Notice to Proceed" from WCLB to complete the demolition of each of the Properties listed in **Exhibit A**, Contractor shall **demolish all of the Properties by December 31, 2010**. Contractor, working in conjunction with Demolition Facilitator, shall submit for WCLB's approval a Project Schedule for the completion of the demolition as required by this Agreement which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for WCLB's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established in the schedule approved by WCLB shall not be exceeded by Contractor.

2.05 Contractor shall designate a representative authorized to act on Contractor's behalf with respect to the Project. Contractor's designated representative for the Project is \_\_\_\_\_.

2.06 Contractor's duties and responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by WCLB of the any other work product of Contractor nor shall the Contractor be released from any liability by reason of such approval by WCLB, it being understood that WCLB at all times is ultimately relying upon Contractor's special professional skill and knowledge in preparing the Drawings and Specifications and all other work products of the Contractor to be provided hereunder.

### **ARTICLE 3** **PROJECT FUNDING**

3.01 Demolition of Property. The Contractor shall commence the demolition of the Properties by the Effective Date in accordance with Plans of the Project approved by the WCLB, and shall complete the Project no later than **September 30, 2011**. WCLB may extend this contract at its sole discretion.

3.02 Demolition of Properties. It is estimated that the Total Demolition Costs shall not exceed \$\_\_\_\_\_ which amount includes the County Fee and any such other amounts which shall be allocated towards the Project as indicated in **Exhibit “C”**.

3.03 Permitted Uses of NSP Funds. The WCLB agrees to make available to Contractor the NSP Funds of up to \$\_\_\_\_\_ in connection with the demolition of the Project Sites. The NSP Funds shall be disbursed to Contractor through a County Fee for Eligible Project Cost relating to demolition of the Property in accordance with Plans attached hereto as **Exhibit “B”**

3.04 Balance of Funding. The balance of the financing needed to complete the Project shall be the responsibility of the Contractor.

3.05 Completion of Demolition. Contractor shall complete the Project with prompt dispatch, subject only to delays caused by weather conditions, strikes, fire, material shortages, energy shortages, or other causes or conditions beyond the Contractor’s personal control.

3.06 Final Inspection. A final inspection will be performed by the Program Manager or Demolition Facilitator to determine compliance with applicable standards, clearances and scope of work. Reimbursement will not occur until a Final Inspection is complete and reviewed by WCLB or Wayne County staff.

3.07 Property Standards. In accordance with HUD Regulations, the Contractor shall be responsible for obtaining certification that the demolition of Property with NSP funds meets all applicable local codes, ordinances, zoning ordinances at the time of project completion.

3.08 Permits and Insurance. Contractor shall be responsible for obtaining and paying for all necessary permits. During the demolition of the Property, Contractor shall maintain a Contractor’s risk policy, which shall insure the property.

3.09 Possession of Property. Contractor shall permit WCLB to inspect the Property prior to demolition and after provided that inspections are made at reasonable times. WCLB agrees to assume all risks related to its access and releases and holds Contractor, its contractors, subcontractors, agents and employees harmless from any damages or injuries resulting during such access.

3.10 Destruction of Property. In the event that any part of the Property shall be damaged or destroyed prior to closing, Contractor may either (i) cancel this Agreement, return to WCLB all monies disbursed to the Contractor by WCLB, or (ii) apply the proceeds of any insurance policies covering the loss to repairing the damage and continue its performance of the Agreement. In the event that Contractor elects to cancel the Agreement pursuant to the terms of this section, it shall provide written notice to WCLB within ten (10) days of the date of the damage or destruction.

3.10 Waste or Debris Removal- The Contractor shall remove any waste or debris generated to from the demolition of the Properties and dispose of the waste or debris in a

certified Michigan Department of Environmental (MDEQ) and EPA certified waste facility. Salvage material derived therefrom shall become the property of the Contractor, unless the material is requested by WCLB, and shall be disposed of by Contractor.

#### **ARTICLE 4**

#### **DISBURSEMENT OF NSP FUNDS**

4.01 Disbursement Procedure. The NSP funds will be disbursed to the Contractor for Eligible Project Costs under the NSP Program. NSP funds may NOT be requested until funds are needed for payment of Eligible Project Costs. The proceeds of the County Fee shall be disbursed by the WCLB to the Contractor in accordance with the provisions of this Article 5.

4.02 Upon completion of the performance of the services listed in subsection 2.02 and 2.03 on each of the Properties, Contractor shall submit to WCLB an invoice as required by this Agreement for reimbursement. Invoices will be submitted by the first Monday of each month to ensure timely payment. **Contractor has to provide sworn statements and full unconditional waivers of lien from any and all contractors who have performed any work on each of the Properties.**

4.03 Use of NSP Funds. The Contractor agrees that the Grant proceeds shall be used by the Contractor solely for the Project. In the event that the Contractor fails to use the NSP Funds exclusively for the Project, then the entire amount then disbursed by the WCLB to the Contractor shall be due and payable immediately by the Contractor to the WCLB and the same shall be a default under this Agreement entitling the WCLB to all the remedies set forth herein and the WCLB shall have no further obligation under this Agreement.

#### **ARTICLE 5**

#### **CONDITIONS PRECEDENT TO DISBURSEMENT**

5.01 The WCLB shall disburse the NSP Funds upon application by Contractor, if the Contractor satisfies each and every condition contained in this Article 5. The WCLB shall not be obligated to make any disbursement hereunder until the Contractor has delivered to the WCLB the following documents within fifteen (15) days of execution of this Agreement or requested by WCLB, all in a form and substance satisfactory to the WCLB:

- (a) Certificates of Insurance and Bond for the insurance required by Article 7 hereof;
- (b) Evidence that the combined amounts of the WCLB Granted Contractor's equity are sufficient to meet all of the projected Project Costs, if applicable;
- (c) After the Completion of the Project, Contractor has to provide sworn statements and full unconditional waivers of lien from any and all contractors who have performed any work on each of the Properties;

- (d) A certified copy of the Articles of Incorporation of Contractor;
- (e) Current Good Standing Certificate for Contractor from the Michigan Department of Labor and Economic Growth and a copy of a current Michigan Residential Builder License;
- (f) Prior to demolition, evidence that the Contractor satisfied HUD's "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" as described in 24 CFR Part 58;
- (g) An opinion letter from the Contractor's counsel or attorney indicating that:
  - (i) the Contractor has complied with all of the requirements of this Agreement.
  - (ii) the Contractor affirms that all of the conditions precedent have been complied with and the Representations and Warranties are true and correct and will remain so;
  - (iii) the Contractor is able and ready to complete with Project;
  - (iv) the Contractor has the power and authority to execute and perform this Agreement, to borrow and/or receive the NSP Funds in accordance with its terms, and to do any and all things required of it hereunder;
  - (v) this Agreement, when executed, will be valid and binding and all obligations shall be legally enforceable in accordance with their terms; and
  - (vi) the execution of this Agreement will not be in conflict with, result in a breach of, or constitute a default under any other agreement or instrument currently binding the Contractor.
- (h) After the demolition of each Property, evidence that all permits required for the proper completion of the Project have been obtained from the local municipality having jurisdiction over the Project Sites.;
- (i) Plans for the Project, which shall be satisfactory to the WCLB; and
- (j) Delivery of such other due diligence documents as may be required by the WCLB.

**ARTICLE 6**  
**RELATIONSHIP OF PARTIES**

6.01 The relationship of Contractor to WCLB is and will continue to be that of an independent contractor. No liability or benefits, such as workers' 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 Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. Contractor agrees to hold WCLB harmless from any claims, and any related costs or expenses arising out of a claim that

the parties' relationship is other than that of independent contractor.

6.02 For all purposes, WCLB's employees will remain employees of WCLB and Contractor's employees will remain employees of Contractor. Contractor is being retained by WCLB as an independent contractor to provide services to WCLB, and is not being retained in any capacity as a joint enterprise or venturer with WCLB. Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of WCLB.

6.03 WCLB or the Contractor may contract with other firms providing the same or similar services so long as Contractor's obligations to WCLB contained in this Contract will not be affected in any manner.

## **ARTICLE 7**

### **INSURANCE, BOND AND INDEMNIFICATION**

7.01 Insurance. The Contractor, or through an acceptable contractor completing demolition on the Project, shall obtain and maintain during the term of this Agreement the following insurance policies, which shall name WCLB and the County as an additional insured, contain a lender's loss payable clause, and include a provision that the policy shall not be canceled without thirty (30)-days written notice to County:

- (a) Commercial general liability insurance minimum limits of Two Million and 00/100 (\$2,000,000.00) Dollars each occurrence for bodily injury and/ or property damage combined, and Two Million and 00/100 (\$2,000,000.00) Dollars general aggregate
- (b) Builders' Risk Insurance endorsed to provide coverage for contractor's materials, equipment and personal property;
- (c) Workers' Compensation insurance which meets Michigan's statutory requirements and Employers Liability Insurance with minimum limits of \$500,000.00;
- (d) Commercial Automobile insurance (owned, non-owned and/or leased vehicles) with minimum combined single limits of Two Million Dollars (\$2,000,000.00);
- (e) Excess or Umbrella Liability Insurance with a minimum of Three Million Dollars (\$3,000,000.00) which provides coverage over the primary insurance coverage.
- (f) Such other insurance as may reasonably be required by WCLB or the County for Project of this type.

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of WCLB or the County, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand such additional coverage as may

reasonably be required under the circumstances. All such insurance shall be effective under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the County.

All required insurance policies hereunder shall name the Contractor as the insured and, where permitted by law, the WCLB and Wayne County and their elected officials as additional insured, and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified or reduced without at least thirty (30) days' prior notice to the Contractor and the WCLB. Certificates of insurance evidencing such coverage shall be submitted to the WCLB prior to the Effective Date and at least fifteen (15) days prior to the expiration dates of expiring policies. Certified copies of all insurance policies on which the WCLB is named as additional insured shall be provided to the WCLB by the Contractor as soon as the same are available to the Contractor. In addition, all contracts between the Contractor and the Contractor shall require that the Contractor maintain all of the insurance required by this Article, as applicable, and the liability insurance shall name as an additional insured the WCLB or the County, its agents, successors and assigns.

7.02 Performance Bond. The Contractor shall furnish a satisfactory Performance Bond executed by the Contractor and his Surety guaranteeing performance of the services in accordance with terms of this Agreement as provided by law.

7.03 Payment Bond. The Contractor shall furnish a satisfactory Payment Bond executed by the Contractor and his Surety guaranteeing the payment of all labor and material claims in connection with the services provided under this Agreement and as provided by law.

7.04 Indemnification. The Contractor shall indemnify, defend, save and hold harmless the WCLB and the WCLB's agents, Program Manager, employees, elected officials and officers against 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 WCLB and/or the County or their agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:

- (a) any intentional negligent, tortious or fraudulent acts of the Contractor or of its personnel, employees, consultants, agents or any subcontractors; or
- (b) any failure by the Contractor or any of its personnel, agents, employees, consultants, contractors or subcontractors to perform its obligations under this Agreement; or
- (c) any act, failure to act or misrepresentation by the Contractor or any of its personnel, employees or agents in connection with the Project or Project Sites; or
- (d) any act, failure to act or misrepresentation by the Contractor or any of its personnel, employees or agents under this Agreement; or
- (e) any violation of applicable HUD Regulations.

7.05 Environmental Indemnification. In addition to the above, the Contractor hereby certifies that to the best of its knowledge no hazardous substances, as that term is defined in 42 USC 9601, nor any other types of contamination at levels which exceed or violate applicable environmental laws, are present at the Project Sites which would pose a risk to or impair the construction of the Project, or that any such hazardous substances or other contaminated materials have been removed and properly disposed of in accordance with applicable local, state and federal laws and regulations, and the Contractor shall indemnify, save and hold harmless WCLB and/or the County and their agents, employees and elected officials against 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 WCLB and/or the County or their agents, employees and elected officials, for any related claim or injury related to or covered under this paragraph. The indemnification obligation of the Contractor under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Act or other employee benefit act.

7.06 Contractor's Obligation to Defend Action Brought against WCLB or the County. In the event that any action or proceeding is brought against WCLB and/or the County or their agents, employees, elected officials and/or officers by reason of any claim covered hereunder or as a result of Contractor's direct act or omission, the Contractor, upon notice from the affected party or parties, shall, at the Contractor's sole expense and with Counsel of the Contractor's choice, subject to approval of the affected party, resist and defend such action or proceeding on its or their behalf, as the case may be. Anything contained in this Article V to the contrary notwithstanding, the WCLB shall have the right to assert any claims against the Project Sites or any portion thereof as a result of acts described in Paragraph 5.02, subsections (a) through (d) above. Any liability of the Contractor under this Article VII shall not constitute Project Costs and shall not be satisfied out of money designated for Project purposes.

7.07 Safeguarding of Property and Materials. In addition, the Contractor agrees that it is its sole responsibility and not the responsibility of WCLB or the County to safeguard the property and materials that are used in the construction of the Project Sites.

7.08 For purposes of these provisions in this Article, the term "WCLB" includes the County and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created their agents and employees including the Program Manager.

7.09 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.

7.10 This indemnity must not be construed as a waiver of any governmental immunity that the WCLB or the WCLB's agencies, or employees, has as provided by statute or modified by court decisions.

7.11 The indemnity provisions set forth in this Contract shall survive termination of

this Contract, notwithstanding anything herein contained to the contrary.

## **ARTICLE 8**

### **TERMINATION**

8.01 WCLB or Wayne County may terminate this Agreement without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the other party of the termination (the "Notice of Termination"). The Notice of Termination must specify the date termination is effective, which shall be at least 10 business days after the date of the Notice of Termination, and this Agreement will terminate as if that date so specified were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the WCLB will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The WCLB will compute the amount of the payment on the basis of the services rendered as regulated by state law, and other means which, in the judgment of the WCLB represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Agreement is satisfied.

8.02 After receipt of a Notice of Termination and except as otherwise directed by the WCLB, the Contractor must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional Agreement funds for payroll costs and other costs beyond the date as the WCLB specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the WCLB the records, data, notes, reports, discs, and documents ("Records") as the WCLB specifies and as identified in Appendix A, and all other pertinent keys to files, and carry out such directives as the WCLB may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 7 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Agreement.

8.03 Upon termination of this Agreement, all Records prepared by the Contractor under this Agreement or in anticipation of this Agreement must, at the option of the WCLB,

become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The WCLB must return all the properties of the Contractor to it.

8.04 Any intentional failure or delay by the Contractor to deliver the Records to the WCLB will cause irreparable injury to the WCLB not adequately compensable in damages and for which the WCLB has no adequate remedy at law. The WCLB may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The WCLB has unrestricted use of the Records for the purpose of completing the Services.

8.05 Access to the Records prior to delivery must be restricted to authorized representatives of the WCLB and the Contractor. The Contractor has no right to disclose or use any of WCLB or the County's proprietary information gathered in the course of its work without obtaining the written concurrence of the WCLB. All of the WCLB or the County's proprietary information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the WCLB, having been developed for the WCLB for its own and sole use.

8.06 In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

## **ARTICLE 9**

### **REPRESENTATIONS AND WARRANTIES**

In order to induce the WCLB to enter into this Agreement and Grant the Contractor NSP funds, the Contractor represents and warrants to the WCLB that as of the date hereof all of the following are true, accurate and factual:

9.01 Execution of Agreement. The Contractor has the power and authority to execute and perform this Agreement, to borrow and/or receive the NSP Funds in accordance with its terms, and to do any and all other things required of it hereunder.

9.02 Valid Agreement. This Agreement when executed will be valid and binding and all obligations shall be legally enforceable in accordance with their terms.

9.03 No Conflict With Other Agreements. The execution, delivery and performance of this Agreement:

- (a) will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which any of its properties or assets are bound;

- (b) will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under, any such indenture, agreement or other instrument; and
- (c) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

9.04 No Suits or Proceedings. There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of the Contractor, threatened against or affecting the Contractor, or any properties or rights of the Contractor, which, if adversely determined, could materially impair the right of the Contractor to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of the Contractor.

9.05 Financial Information. All consolidated balance sheets, earnings statements and other financial Agreement and the transactions contemplated hereby, have been or will be prepared in accordance with generally accepted accounting principles, consistently applied, and do or will fairly present the financial condition of the Contractor as of the dates, and the results of its operations for the periods, for which they are furnished to the WCLB.

9.06 Financial Condition. There has been no material adverse change in the business, properties or condition (financial or otherwise) of the Contractor since the date of the Contractor's response to the RFQ for purposes of this Agreement and the Contractor has sufficient funds and resources to complete the Project.

9.07 Conditions Precedent Referred to Herein. As of the date of receipt of any NSP Funds hereunder, all conditions precedent referred to herein have been satisfied.

9.08 Gratuitous Funds. The Contractor has not granted any gratuitous funds to any related party of the WCLB and the Contractor is not related to any officer or director of the WCLB.

9.09 Intentionally Left Blank.

9.10 Not Religious Organization. The Contractor is not a religious organization.

9.11 Plans. The Plans are satisfactory to the Contractor and the WCLB, and no demolition in relation to the Plans has commenced prior to the execution of this Agreement except as may be permitted under any interim agreement executed by and between the Contractor and the WCLB or disclosed to the WCLB elsewhere.

9.12 Tax Reporting: WCLB shall not be obligated to make payments to Contractor prior to WCLB's receipt of information necessary to enable it to comply with its reporting or other legal obligations under the Internal Revenue Code and similar provisions of state or local law. Information required by the WCLB may include, but is not limited to, Form W-9, Request for Taxpayer Identification Number, and other information or certifications determined by

Owner, in its sole discretion, to be reasonably necessary to evidence Contractor's legal status, address, taxpayer identification number, or other information relating to backup withholding pursuant to IRC Section 3406. WCLB will furnish information returns (including Forms 1099 or other returns, as appropriate) to Contractor and appropriate government entities by their required due dates and in accordance with applicable law. Any payment due Contractor shall be reduced by the amount of any required backup withholding, and the Contractor shall have no claim against WCLB for additional amounts or payments under this Agreement for the amount of any backup withholding required by applicable law to be paid over to any government authority.

9.13 Cost Estimates. The Contractor's estimates of the cost of the work associated with the Project are made in good faith and are fair, reasonable and realistic.

9.14 Demolition of Property. The demolition of the Property in such a manner as to conform with applicable zoning and other regulations of governmental authorities having jurisdiction over the Project. The Contractor has reviewed and approved all requisite permits necessary for the demolition of Property. The Project will be commenced and completed as specified herein.

9.15 Misrepresentations By Contractor. No representation or warranty of the Contractor contained in this Agreement or in any of its County Grant Documents, and no statement contained in any certificate, schedule, list, or other instrument furnished to the WCLB by or on behalf of the Contractor contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

9.16 Lien After Breach of Warranties By The Contractor In the event that the Contractor breaches any one or combination of representations and/or warranties contained in this Article VII, or breaches the requirements of 24 CFR 92.254, the WCLB shall be entitled to place a lien on the Project and the Property.

9.17 Material Change. There has been no material adverse change in the business, properties or condition (financial or otherwise) of the Contractor since the date of the application for the NSP Funds.

## **ARTICLE 10**

### **AFFIRMATIVE COVENANTS**

10.01 Contractor's Covenants. From the date hereof, until the Contractor has performed all of its obligations under this Agreement, the Contractor covenants and agrees that it will:

- (a) Promptly furnish to the WCLB such other information regarding the operations, business affairs and financial condition of the Contractor as the WCLB may reasonably request from time to time and permit the WCLB, its employees, attorneys and agents, to inspect all of the books, records and properties of the Contractor at any reasonable time; and

- (b) Pay promptly and within the time that they can be paid, without interest or penalty, all taxes, assessments and similar imposts and charges of every kind and nature lawfully levied, assessed or imposed upon the Contractor and/or its properties, except to the extent being contested in good faith.
- (c) Act in accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunities, and including but not limited to the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252), Executive Order 11246, as amended, and in accordance with the Michigan Constitution and all State laws and regulations governing fair employment practices and equal employment opportunities, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the parties hereto agree that they will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to any person's ability to perform the duties of a particular job or position. *Any violation this subsection shall be considered material breach of the terms of this Agreement.*
- (d) The Contractor shall not discriminate against any employee or applicant for employment, training, education or apprenticeship connected, directly or indirectly, with the performance of the contract documents with respect to his or her hire, promotion, job assignment, tenure or terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation. The parties hereto shall promptly furnish any information required by the WCLB. *Any violation this subsection shall be considered material breach of the terms of this Agreement.*

10.02 Compliance With NSP Program The Contractor will comply with the terms and conditions of the Wayne County NSP Program - Equal Opportunity Plan, which prohibits the Contractor from discriminating against employees or applicants for employment on constitutionally-protected grounds. Contractor will submit to the WCLB at closing, and annually thereafter, an employment status reports during the term of this Agreement. Furthermore, the Contractor will comply with the terms and conditions of the following regulations that ensure equal opportunity for employment and contracting:

- (a) Equal Employment Opportunity Executive Order 11246 as amended;
- (b) Section 3 of the Housing and Urban Development Act of 1968; and
- (c) Minority and Women's Business Enterprise under Executive Orders 11625, 12432, and 12138.

10.03 Compliance With Title VI. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, 15 CFR Subtitle A, Part 8, as amended, and Section 112 of Public Laws 92-65, 13 CFR Part 311, as amended.

10.04 Compliance With Clean Air Act. The Contractor will comply with the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), the Endangered Species Act, as amended ( 16 U.S.C. 1531 et seq.), the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.), the Safe Drinking Water Act of 1972, as amended (42 U.S.C. 300f-j9), the Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271 et seq.) and Executive Order 11990 “Protection of Wetlands” (May 24, 1977), as applicable.

10.05 Compliance With HUD Executive Orders. The Contractor shall comply with all HUD requirements dealing with Equal Opportunity and Affirmative Action, including, but not limited to those requirements outlined in HUD Executive Orders #11246, #11625 and #12138.

10.06 Compliance With Fair Employment. The Contractor shall comply with all HUD Fair Employment Requirements dealing with, but not limited to the Copeland Anti-Kickback Act 40 U.S.C. § 276c, and the Fair Labor Standards Act of 1938, 29 U.S.C. § 201.

10.07 Subcontractors’ Required Compliance. The Contractor shall comply, and require any contractor which provides services on behalf of the Contractor to comply, with all federal, state, territorial, local laws and the laws and regulations specifically identified in the Title IX Economic Adjustment Program Revolving Grant Fund Grants Standard Terms and Conditions issued by the U.S. Department of Commerce, Economic Development Administration, including, but not limited to, the following documents, which are incorporated herein by reference: Conflict of Interest Affidavit; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Americans with Disabilities Act Policy.

10.08 Delays or Adverse Conditions. The Contractor shall inform the WCLB as soon as one of the following types of conditions becomes known: problems, delays, or adverse conditions that materially affect the ability of the Contractor to attain the Project goals or comply with the Project Schedule.

10.09 Notification of Event of Default. Contractor shall promptly notify the WCLB of the occurrence of any Event of Default or any event which might become an Event of Default with the mere lapse of time or the giving of notice and lapse of time.

10.10 Compliance With Federal, State and Local Laws. The Contractor shall comply, and require any contractor which provides services on behalf of the Contractor to comply, with all applicable sections of 24 CFR Part 92 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific NSP regulations that must be adhered to include:

- (a) Conflict of Interest. In accordance with 24 CFR 92.365 no person who is an employee, agent, consultant, officer, or elected or appointed official of the WCLB or the Contractor who exercises or have exercised any function or responsibilities with respect to activities assisted with NSP funds or who

are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a NSP –assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties.

- (b) Consultant Activities. In accordance with 24 CFR 92.356 no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with NSP funds.

10.11 Compliance With Uniform Administrative Requirements. The Contractor shall comply with all Uniform Administrative Requirements, including, but not limited to, OMB Circular A-122, “Cost Principles for Non-Profit Organizations” and certain provisions of 24 CFR Part 84 related to non-profit entities.

10.12 Compliance With Applicable OMB Circulars. The Contractor shall comply with all applicable OMB Circulars, including, but not limited to, OMB Circular A-133 (revised June 27, 2003), “Audits of States, Local Governments and Non Profit Organizations”, by submitting a reporting package to the Wayne County Grants Management Division, 600 Randolph Street, 5<sup>th</sup> Floor, Detroit, MI 48226, within nine (9) months after its audit period. The reporting package submitted by the Contractor to the WCLB shall include all of the following:

- (a) An SF-SAC Data Collection Form for Reporting of States, Local Governments and Non-Profit Organizations,
- (b) A summary of all prior audit findings,
- (c) A single audit report; and
- (d) A Management Letter and Corrective Action Plans.

10.13 Compliance with Federal Regulations. Contractor shall will be responsible for compliance with 24 CFR Part 570 and 24 CFR Part 92 in regards to demolition, which include, but not limited to the following federal regulations along with all state laws and local ordinances:

- (a) 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-87 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a);
- (b) Insure that all Agreements involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Agreement Work Hours and Safety Standards Act, the Copeland Anti- Kickback Act, and the Fair Labor Standards

Act as applicable;

(c) National Environmental Policy Act of 1969, its associated regulations and Executive Orders;

(f) Provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended;

(d) Insure that no HUD funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program; and

(e) All terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension. In addition, the Respondent agrees to require all subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension.

(f) Lead-based Paint – In accordance with 24 CFR 92.355 any work performed under this contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and implementing regulations at part 35, A, B, J.

10.14 Recordkeeping. Contractor shall retain all financial records, supporting documents, Statistical records, and all other pertinent records for the term of the Affordability Period in accordance with 24 CFR 92.508, or three (years); whichever is longer. The retention period shall commence from the date that the Contractor's final audit and report are approved by the WCLB.

## **ARTICLE 11** **RIGHT TO AUDIT**

11.01 WCLB has the right to examine and audit all books, records, documents and other supporting data, as WCLB deems necessary, of the Contractor, or any subconsultants, or agents, performing services under this Contract, whether direct or indirect, that will permit adequate evaluation of the services performed by the Contractor and any subconsultants. Contractor must include a similar covenant allowing for WCLB audit in any Contract it has with a subconsultant or agent related to this Contract. WCLB may delay payment to the Contractor pending the results of any such audit. If no irregularities are discovered as a result of the audit, and payment to Contractor is delayed for more than 45 days, WCLB will pay Contractor interest on the deferred amount commencing on the 46<sup>th</sup> day after payment otherwise would have been due at a nine percent (9%) rate of interest.

11.02 Contractor must make available to WCLB, including the staff of the Legislative Auditor General, or an WCLB's authorized representatives, at any time Monday through Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m., at WCLB's election, at that location among its offices which the Contract is principally performed or which is closest and most convenient for WCLB's auditors, all records, books, statements, reports, or other pertinent

information that WCLB deems necessary concerning the services of Contractor and any subconsultant under this Contract, as may be required for audit purposes. Contractor shall make its staff available to answer all questions and provide all information reasonably necessary to complete both a financial and compliance audit of the Contract. If, in the course of the inspections, the representatives of the WCLB should note any deficiencies in the services of the Contractor, or any other deficiencies, the alleged deficiencies will be reported promptly to the Contractor, in writing. Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the WCLB. This provision shall also be legally enforceable by the Commission Counsel of the Wayne County Commission.

11.03 If, as a result of any audit conducted by or for a County, State of Michigan or federal agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the Contractor shall pay to WCLB on demand the amount of compensation in question. If Contractor fails or refuses to make payment, in addition to any other legal remedies available to the WCLB, the WCLB may retain said amount from any funds allocated to the Contractor but not yet disbursed under the Contract or may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties.

11.04 A breach of this Article constitutes a material breach of the Contract sufficient to warrant termination, the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of Contractor's fee provided for under this Contract, and debarment from further work for the WCLB for up to three (3) years.

## **ARTICLE 12**

### **LIQUIDATED DAMAGES**

12.01 WCLB and the Contractor hereby agree to the requirements set forth in this Agreement. WCLB and Contractor further agree that WCLB's actual damages as a result of Contractor's failure to timely perform as required under this Agreement and **Exhibit D** (Project Schedule) would be difficult or impossible to determine with accuracy. WCLB and Contractor therefore agree that liquidated damages as set out below shall be a reasonable approximation of the damages that will be suffered by WCLB as a result of Contractor's untimely performance. Accordingly, if Contractor fails to timely provide WCLB with the services required under this Agreement, at the written direction of the WCLB, and at WCLB's election, Contractor shall pay WCLB the indicated amount as liquidated damages, and not as a penalty. The assessment of liquidated damages against Contractor shall not impair WCLB's right to enforce Contractor's indemnity obligation as provided in this Agreement, or other rights at law or in equity. Amounts due WCLB as liquidated damages, if not paid by Contractor within fifteen (15) days of notification of assessment, may be deducted by WCLB from any money payable to the Contractor pursuant to this Agreement. WCLB will notify Contractor in writing of any claim for liquidated damages pursuant to this Paragraph on or before the date the WCLB deducts such sums from money payable to the Contractor. No delay by the WCLB in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

12.02 Contractor shall not be liable for liquidated damages when, in the sole opinion of the WCLB, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor such as an Excusable Delay Event.

12.03 Liquidated damages will be assessed as follows: \$500.00 per day.

### **ARTICLE 13** **EVENTS OF DEFAULT**

13.01 Events of Default. Should any of the following Events of Default occur, the Contractor shall be in default under this Agreement:

- (a) Failure to pay taxes, assessments and other governmental charges before accrual of any penalty or interest thereon, unless they are being reasonably disputed in good faith by the Contractor;
- (b) Failure in the observance or performance of a term, condition, obligation or covenant of the Contractor set forth in this Agreement or the County Grant Documents;
- (c) Any warranty, representation, financial data or other information made or furnished, to the WCLB by or on behalf of the Contractor or in connection with this Agreement which proves to be materially untrue when made;
- (d) Failure of Contractor to comply with the terms, covenants, conditions, ordinances, rules and regulations set forth herein. Contractor acknowledges that the WCLB will monitor this compliance and that failure to comply will constitute an Event of Default under this Agreement and will enable the WCLB to take all necessary legal steps to enforce the provisions of this Agreement, including the right to immediately recover any and all NSP Funds advanced to the Contractor or any other remedies set forth herein;
- (e) Admission in writing by the Contractor of its inability to pay its debts generally as they become due;
- (f) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings by or against the Contractor, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law;
- (g) Abandonment of the Project by the Contractor at any time; and
- (h) Failure to complete the Project by the Completion Date.

13.02 Default. An uncured Event of Default shall be a “Default”. Upon the happening of an Event of Default the WCLB, provided that the WCLB is aware of the same, shall provide the Contractor with written notice thereof. The continuance of any such Event of Default in excess of thirty (30) days (which is the cure period for Events of Default occurring under this Agreement) or such other applicable cure period as specified in such other associated document(s) executed in connection with the County Grant Documents after the receipt of written notice of such Event of Default from the County, or if such Event of Default is of such a nature that the same cannot be cured within such thirty (30) day period or such other cure period of time as specified in the County Grant Documents or such other associated documents executed in connection with this Agreement, and the Contractor shall fail to commence to cure such Event of Default within such period and thereafter diligently prosecute such curing, then the Contractor shall have committed a Default hereunder and the WCLB shall have the rights and remedies herein provided.

13.03 No Limitation of Remedies on Default or Acquiescence. Whenever an Event of Default shall have occurred and shall not have been cured, such that it has become a Default, the WCLB may exercise any right, power, or remedy available under this Agreement or any of the other County Grant Documents. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity, including an action for specific performance of any covenant contained in this Agreement. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or acquiescence thereto.

13.04 No Waiver of Default. No default shall be waived by the WCLB, except in writing signed by an officer of the WCLB, and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

## **ARTICLE 14**

### **REMEDIES UPON DEFAULT**

0.1 14.01 Remedies on Default. If an Event of Default occurs under this Agreement, the WCLB shall notify the Contractor of the default in writing. After the Contractor is notified of default under this Agreement, the Contractor shall have thirty (30) days to cure the default. If default is not cured within the applicable time period, or waived, the WCLB shall have the following rights and remedies, within its sole discretion, subject only to the rights of any superior lien holder:

- (a) Exercise any and all rights and remedies set forth in this Agreement, which remedies are cumulative;
- (b) Exercise all rights and remedies at law or in equity, including demanding specific performance of this Agreement and completion of the Project;
- (c) Terminate this Agreement and receive a full refund of the NSP funds provided to

the Contractor or its agents; and

- (f) The Contractor shall be liable to the WCLB for any damages incurred by the WCLB in enforcing this Agreement, including, but not limited to, costs and attorney fees.

12.02 Remedies Cumulative. The rights and remedies of the WCLB set forth herein are cumulative, and the WCLB shall have the sole discretion to determine which rights and remedies to exercise and the order in which they are exercised.

12.03 Proceeds After Default. The proceeds of any sale, refinancing or other disposition of the Property authorized by this Agreement and the other County Grant Documents, shall be applied by the WCLB first upon all expenses authorized by law and reasonable attorney's fees and legal expenses incurred by the WCLB, the balance of the proceeds of such sale, refinancing or other disposition shall be applied in the payment of the indebtedness, first to interest, then to principal, and the surplus, if any, shall be paid over to the Contractor or to such other person or persons as may be entitled thereto under applicable law. The Contractor shall remain liable for any deficiency, which it shall pay to the WCLB immediately upon demand.

## **ARTICLE 15** **MISCELLANEOUS**

### 15.01 Amendments.

- (a) Any change, extension or modification of this Agreement that is mutually agreed upon by the parties shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve nor release the Contractor or the WCLB from any of their obligations under this Agreement, except for those parts thereby amended.
- (b) No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representative of both parties hereto.

15.02 Right, Power or Privilege. No delay or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the WCLB under this Agreement are cumulative and not exclusive of any rights or remedies that the WCLB may otherwise have.

15.03 Independent Covenants. Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create an exception in another covenant. Unenforceability for any reason of any provision of this

Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

15.04 No Waiver of Terms. No forbearance on the part of the WCLB in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by the Contractor hereunder shall constitute a waiver of any of the terms of this Agreement or of such right.

15.05 Representations and Warranties. All of the WCLB's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied upon by the WCLB, notwithstanding any investigation made by it. All statements contained in any certificate or other document delivered to the WCLB at any time by or on behalf of the Contractor, pursuant hereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by the Contractor in connection with this Agreement.

15.06 Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that the Contractor shall not assign or transfer its rights or obligations hereunder, without prior written consent of the WCLB.

15.07 Place of Business. The Contractor will keep all of its records concerning the Project at the Contractor's principal place of business. The Contractor will give the WCLB prompt written notice of any change in its principal place of business, or in the location of the records.

15.08 Notices. All notices and communications provided for herein or in any document hereby or required by law to be given shall be effective when received, except that all notices and communications to the Contractor shall be deemed to have been given for all purposes when sent by first class mail, postage prepaid, addressed to the address below written, or such other address as the Contractor shall have designated to the WCLB in writing. The giving of at least five (5) days' notice before the WCLB shall take any action described in any notice shall conclusively be deemed reasonable for all purposes.

If to the WCLB:

Wayne County Land Bank  
Wayne County NSP Program  
500 Griswold, 10<sup>th</sup> Floor  
Detroit, Michigan 48226  
Attention: Jeanne Hanna

With copies to:

County of Wayne

Wayne County Corporation Counsel  
600 Randolph, suite 253  
Detroit, Michigan 48226  
Attention: Muddasar Tawakkul, Asst. Corporation Counsel

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15.09 Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

15.10 Headings. The headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

15.11 Contract. This Agreement shall be deemed to be a contract made under the laws of Michigan, and for all purposes shall be construed in accordance with the laws of Michigan.

15.12 Time of the Essence. Time shall be deemed of the essence with respect to the performance of the parties' obligations hereunder.

15.13 Contractor's Acceptance. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be binding upon Contractor unless accepted by Contractor, as evidenced by its signature. Until such acceptance, it constitutes an offer, which shall be irrevocable for a period of ten (10) days from the date signed by WCLB. In the event that Contractor fails to accept this Agreement within the ten (10) day time period, WCLB shall be entitled to a refund of any portion of the NSP Funds paid to Contractor.

15.14 Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the WCLB or the Contractor shall be deemed or construed by any of the parties, or by any third party, to create any relationship of principal and agent, or joint venture.

15.15 Authority and Capacity. Contractor warrants that it is authorized to do business under the laws of the State of Michigan and is qualified to perform the services in this Contract. The execution of this Agreement is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law. Contractor further warrants that it has taken all requisite actions necessary for the authorization, execution, delivery and performance of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

EXECUTION

IN WITNESS WHEREOF, the Contractor and WCLB have executed this Agreement on the dates set forth opposite their signatures below.

WITNESSES:

\_\_\_\_\_

**FOR: WAYNE COUNTY LAND BANK**

By: \_\_\_\_\_

Jeanne Hanna  
Executive Director

Dated: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

**FOR THE CONTRACTOR:**

By: \_\_\_\_\_

Its:

Dated: \_\_\_\_\_

**EXHIBIT A**  
**LISTING OF PROPERTIES TO BE DEMOLISHED**

<u>Item</u>	<u>TA</u>	<u>ML</u>	<u>ADDRESS</u>	<u>Item</u>	<u>TA</u>	<u>ML</u>	<u>ADDRESS</u>
1.			10401 Jefferson Ave, Detroit	28.			
2.			18400 Gallaher, Detroit	29.			
3.				30.			
4.				31.			
5.				32.			
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7.				34.			
8.				35.			
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**EXHIBIT B  
PLANS**

- **DETAILED SPECIFICATIONS**
- **NESHAP FORM**
- **MULTI-PHASE PROJECT LIST**

THE WAYNE COUNTY LAND BANK

# **CITY OF DETROIT NSP DEMOLITION PROJECT**

## **Exhibit B**

### **Detailed Specifications**

## **DEMOLITION**

### **TECHNICAL SPECIFICATIONS**

#### **DESCRIPTION OF WORK**

The work covered under this section includes, but is not limited to, the following:

Demolition, Asbestos Abatement, Removal and management of waste of the indicated buildings and structures, including foundations and basement walls;

Asbestos Abatement

Capping of Sewers

Filling basements and Voids

Grading Site

#### **SCHEDULE OF DEMOLITION WORK**

The County reserves the right to order the Contractor to perform the demolition work in such an order, which would be in its discretion the most advantageous to the County. Under no circumstances will the Contractor be permitted to begin work on a property for which it has been awarded without being notified by the County. The Contractor shall provide all materials, tools, machinery, labor license, permits and supervision necessary to complete the demolition of the subject properties within the time specified in the contract. Liquidated damages for non-compliance of a late or incomplete contract will be deducted at \$500.00 per day and will be deducted from the original contract amount.

#### **OCCUPANCY**

Structures to be demolished will be discontinued in use and vacated prior to start of work. Should the Contractor find a structure occupied on or in use, he shall immediately notify the State of Michigan Bureau of Construction Codes at (517) 241-9317 and temporarily stop work on that structure until instructed to continue by the State of Michigan Building Inspector.

#### **CONDITION OF STRUCTURES**

The County assumes no responsibility for the actual condition of structures to be demolished. Conditions existing at the time of inspection for bidding purposes will be maintained by the County in so far as practicable. However, variations within the structure may occur due to the exposure of environmental elements, prior to start of demolition work.

## **PARTIAL REMOVAL**

Items of salvable value to the Contractor may be removed from structure as work progresses. Salvaged items must be transported from the site as they are removed. Storage or sale of removed items on site will not be permitted.

## **EXPLOSIVES**

Use of explosives will not be permitted.

## **TRAFFIC**

Conduct demolition operations and removal of debris to ensure minimum interference with streets, alleys, walks and other adjacent occupied or used facilities.

Do not close or obstruct streets, alleys, walks or other occupied or used facilities without written permission from all governmental bodies having jurisdiction thereof. Provide alternate routes around closed or obstructed traffic ways as directed by the appropriate governmental bodies.

## **PROTECTION**

The Contractor shall execute the work so as to prevent injury to adjacent buildings, structures, other facilities, and persons. Ensure safe passage of persons around area of demolition. The Contractor shall provide and maintain any additional barricades, warning lights and signs, danger signals, and/or temporary covered passageways as are necessary for the protection of life and property. Contractor will provide adequate fire protection in accordance with the requirements of the agencies having jurisdiction thereof, maintain and provide adequate protection of the area, and not create any hazardous conditions.

## **DAMAGES**

The Contractor shall promptly repair damages caused to adjacent facilities by demolition operations at no cost to the County. Repairs to damaged facilities as a result of the work performed under this contract shall be in accordance with the requirements of the City and the utility company involved, and shall be done at no expense to the County.

## **UTILITY SERVICES**

The Contractor shall arrange for the termination of utility services and removal of facilities for each building to be demolished. In order to obtain a wrecking permit, the contractor must submit written verification that these facilities have been abandoned. The Wayne County Special Projects Director may, in order to expedite progress, pre-arrange for the abandonment of these facilities, but he is under no obligation to do so.

The water service to each building rescheduled for demolition will be disconnected at the street main by the City and paid for by the contractor.

All storm and sanitary sewers leading to each building scheduled for demolition shall be properly capped and sealed by an approved method. Inspection is required.

The Contractor shall preserve, in an operating condition, all active utilities traversing the project area. Repairs to utilities damaged as a result of the work performed under this contract shall be in accordance with the requirements of the County and the utility company involved, and shall be done at no expense to the County.

### **EXTERMINATION**

The Contractor will make all arrangements for, pay all costs of required extermination and rodent services.

### **FILL MATERIAL**

Fill material shall be as specified in subject heading below (*FILLING BASEMENTS AND VOIDS*).

### **POLLUTION CONTROLS**

Use water sprinkling, temporary enclosures, and/or other suitable or required methods to limit dust and dirt rising and scattering in air to the lowest practical level. Comply with all governing regulations pertaining to environmental protection in accordance, with the Clean Air Act, as amended, 42 UCS 1857 et seq., and the regulations of the Environmental Protection Agency with the respect thereto, at 40 CFR Part 15, as amended.

Do not use water when it may create hazardous conditions such as ice, flooding or pollution.

Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, or as directed by the State of Michigan Building Inspector. Return adjacent areas to conditions existing prior to start of work.

### **BUILDING DEMOLITION**

Deconstruction or demolish buildings completely and remove from site. Locate demolition equipment throughout structure and remove materials so as not to impose excessive loads on supporting walls, floors or framing. Use such methods as required to complete specified work within the limitations of all governing regulations. Proceed with demolition in a systematic and safe manner. Be responsible for method of demolition used and the consequences resulting there from.

Completely demolish, and remove from site, all foundations, foundation walls, basements, partial basements, cellars and other below-ground structures as they are encountered, and at no additional cost to the County.

## **DISPOSAL OF MATERIALS**

All rubbish, debris, and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract, shall be removed and legally reused, recycled or disposed of by the Contractor, and at no additional cost to the County.

All debris resulting from the razing of the improvements will be removed by Contractor and will become property of Contractor. Contractor must remove all combustible materials, such as wood, tar paper, and wood furring, from the property.

Under no circumstances will the Contractor be allowed to:

Burn, incinerate, or otherwise chemically activate any materials on the work site; or any other site within the City.

Bury, embed, abandon, or otherwise conceal on the work site *in* any manner, any materials, unless specifically authorized by the City of Detroit Building Inspector, in writing, to do so.

## **FILLING BASEMENTS AND VOIDS**

It shall be the responsibility of fill materials, ensure that areas to be filled and free of standing water, trash, debris, and frozen materials.

Prior to placement of fill materials, ensure that areas to be filled are free of standing water, trash, debris and frozen materials.

Obtain inspection and approval of all excavations, basements, etc. prior to commencing with the work of filling, compacting and grading each property.

Use satisfactory soil materials consisting of inorganic material may be used up to one foot below grade level. The backfill for the one (1) foot below grade shall be clean earth consisting of a mineral soil material such as crumbling yellow clay, sand or loam per City of Detroit ordinance Section 12-11-19.10. Place fill materials in horizontal layers not exceeding eighteen inches (18") in loose depth. Compact each layer, at or near optimum moisture content of fill material, to a density approximately equal to that of the original adjacent ground.

## **SITE GRADING**

The Contractor shall be responsible for grading each site so as to match the existing grades of adjacent properties with relatively even contours and gentle slopes, and in any event, so as to prevent excessive ponding or soil erosion.

The Contractor shall ensure that final grades provide ample depth of topsoil, in accordance with section B, so as to facilitate the growth of a healthy lawn.

Related work elsewhere- see subject heading below (*SITE PREPARATION/TOP SOIL*).

## **INSPECTION REQUIREMENTS**

The Contractor will be required to obtain inspection and approval of work in progress, for each itemized property, at each of the following points of progress:

Sewer capping - must be verified prior to covering

structure down/debris removed/ready for fill - the condition of basement, floor, etc. must be approved immediately prior to initiating filling operations

Site graded -- acceptability of soils, compaction and grades be verified prior to finishing site work final inspection - required to verify completion and acceptability of all work as specified herein, and to certify Contractor's fulfillment of responsibility with respect to performance of work at such site.

It is the responsibility of the Contractor to coordinate and arrange for the above referenced inspections in accord with the normal procedures for obtaining inspections, or by requesting, at least twenty-four hours in advance, the City of Detroit Building Inspector to perform the required inspection.

If Contractor does not properly obtain any of the required inspections, he shall, at the discretion of the City of Detroit Building Inspector, do all work required to uncover, expose or otherwise prove compliance with the requirements of this contract, and at no additional cost to the County.

## **ASBESTOS ABATEMENT**

If necessary, Contractor shall be required to abate asbestos in accordance with the asbestos Survey attached and pursuant to federal and state regulations prior to demolition and submit all required notifications, permits and fees. Copies of the Notification of Intent to Renovate/Demolish, Target Map and Multi-Phase Project List and all other required environmental permits and notices that area filed with DEQ and all other regulatory bodies shall be sent to Wayne County Land Bank and the Demolition Facilitator.

## **ASBESTOS AND HAZARDOUS MATERIAL/WASTE**

1.1 During inspection of work site(s) by the bidder(s), each shall note if any asbestos or other hazardous waste material is on or within the work site and shall make allowance for same in the lump sum price bid and state any and all sub-contractor(s) that may be required.

1.2 In the event hazardous waste material is encountered by the contractor, items 2 through 7 below must be followed.

## **AIR MONITORING, CLEARANCE AND REPORT**

If necessary, Contractors are required to perform air monitoring during the abatement of

asbestos and prepare a clearance and report for each property prior to demolition. Copies of all clearances are to be provided to WCLB, City of Detroit, and the Demolition Facilitator as a part of closeout documents required for payment.

## **2 SCOPES - HAZARDOUS WASTE MATERIAL**

This project includes supplying all labor, materials, tools, equipment, supplies, permits, fees, disposal fees and all other incidental costs associated with the lawful removal, transportation and lawful disposal of hazardous waste material.

## **3 PRECAUTION**

The Contractor shall use all due precaution and state and federal laws and regulations in handling, removal, transportation, storage and disposal of all hazardous material to avoid any possibility of accident or harm to domestic animals, wildlife, air, water soils, the environment and to humans whatsoever.

## **4 TRANSPORTATION**

The Contractor shall lawfully transport the hazardous material to the disposal site and to the temporary storage site, if needed. All licenses, fees and other incidental costs associated with transportation shall be the responsibility of the Contractor. The Contractor shall abide by all applicable load restrictions, traffic regulations and ordinances to ensure safe and proper transportation. The Contractor shall cover all of the hazardous material during transport to disposal site.

## **5 TEMPORARY STORAGE**

The Contractor shall provide for lawful disposal of the hazardous material if needed. It is the responsibility of the Contractor to acquire any and all necessary approvals from all governmental units having jurisdiction over the temporary storage site. The temporary storage site selected by the Contractor shall be subject to the approval of the City.

## **6 DISPOSAL**

The Contractor shall provide for lawful disposal of the hazardous material. All applicable state, federal, and local permits shall be secured by the Contractor prior to loading, unloading and disposal of the hazardous material at the earliest possible date without delay. The Contractor shall be required by the City to participate in a manifest system with the purpose of accounting for each load of hazardous material removed. The manifest forms will be supplied by the Contractor and will require the Contractor to secure the signature of the transporter and disposal site operator verifying that the hazardous material has been properly transported, received and disposed of. Any failure of the Contractor to account for each and every load of hazardous material shall be deemed to be a violation of the terms of this contract and just cause for default of contract and prosecution to the fullest extent possible under the law.

## **7 CONTAINERS**

The Contractor shall supply containers for use in the temporary storage and/or transport of the

hazardous material when required. Any container lining deemed necessary by the Contractor or the City for effective disposal shall be supplied by the Contractor. The Contractor shall furnish and use container covers for use in the transport and temporary storage if deemed necessary by the City or required by law or ordinance.

Any and all containers, as may be required by law, shall conform, be labeled, placed, moved, handled and transported in accordance with all local, state and federal laws, rules and regulations.

### **WAIVERS OF LIEN**

Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.

### **SUBCONTRACTORS**

Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements-of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.

## **SITE PREPARATION**

### **DESCRIPTION OF WORK**

The work covered under this section includes, but is not limited to, the following:

Protection of existing trees

Removal of trees and other vegetation

Topsoil stripping

Removing above-grade improvements

Removing below-grade improvements

### **JOB CONDITIONS**

Perform the work of this section in accordance with the general provisions of the contract, and the requirements of section A as they pertain to:

Traffic Protection Damages Utility services Pollution controls Disposal of materials

### **PROTECTION OF EXISTING TREES**

Remove all trees up to and including 6 inch in diameter

### **SITE CLEARING**

Unless specifically indicated to remain, remove all trees, shrubs, grass and other vegetation, improvements, or other obstructions as they may exist on each of the properties itemized in the proposal package. Removal includes digging out stumps and roots. Disposal shall be in accordance with the requirements indicated in subject heading above (DISPOSAL OF MATERIALS) Where practicable, landscaping debris should be processed into mulch and compost. Other items may be recyclable.

### **TOPSOIL**

Strip, stockpile, import or export topsoil as is necessary to provide a uniform layer of at least four inches (4") in depth, of topsoil cover, over all disturbed areas. Topsoil is defined as friable clay loam free of subsoil, clay lumps, stones, concrete, brick and other objects over 1" in diameter, and with out weeds, roots, and other objectionable material. Where the materials is available, compost may be blended with topsoil to improve soil quality and plant growth.

### **REMOVING ABOVE-GROUND IMPROVEMENTS**

Demolish and remove from site all above-ground improvements including, but not limited to sheds, barns, garages, walks, parking lots, driveways, storage tanks, etc., unless specifically indicated to remain.

### **REMOVING BELOW-GROUND IMPROVEMENTS**

In the event that the Contractor should encounter any under ground tanks, he shall remove and dispose of them in an appropriate manner. The resulting voids shall be filled as per the requirements indicated in subject heading above (*FILLING BASEMENTS AND VOIDS*).

The Contractor will not be required to remove abandoned pipes or utilities, except as required to fully perform the demolition work specified in section A.

**THE WAYNE COUNTY LAND BANK**

**CITY OF DETROIT NSP DEMOLITION PROJECT**

**Exhibit B**

**NESHAP FORM  
MULTI-PHASE PROJECT LIST**

**EXHIBIT C  
PROJECT BUDGET**

<u>Item</u>	<u>TA</u>	<u>ML</u>	<u>ADDRESS</u>	<u>COST</u>	<u>Item</u>	<u>TA</u>	<u>ML</u>	<u>ADDRESS</u>	<u>COST</u>
1.			10401 Jefferson Ave, Detroit		30.				
2.			18400 Gallagher, Detroit		31.				
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28.					57.				
29.					58.				
								<b>TOTAL</b>	\$

Soft Cost & Contractor  
Fee as percentage of  
Construction Costs  
\*\* Counseling fee  
applies only to  
Assisted Units

8%

<b>SOURCES of Funds</b>	
1	
2	
3	

**EXHIBIT D  
PROJECT SCHEDULE**

<b>Day</b>	<b>Date</b>	<b>Abatement Property Address</b>	<b>Demolition Property Address</b>
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