



Leelanau County Government Center

Leelanau County Land Bank Authority (LC-LBA)

Website: <http://www.leelanau.gov/landbank.asp>

8527 E. Government Center Dr.
Suttons Bay MI 49682 231-256-9838

NOTICE OF MEETING

A Special Session of The Leelanau County Land Bank Authority (LC-LBA)
will meet **On Wednesday August 28th, 2024 at 2:00 pm**
at the Leelanau County Government Center

(Please silence any unnecessary cellular/electronic devices)

DRAFT AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

PURPOSE OF THE MEETING – DISCUSSION/POTENTIAL ACTION:

1. High Street Demolition -Amendment/Extension of Bay Area Demolition Contract

PUBLIC COMMENT

MEMBER COMMENTS

CHAIRPERSON COMMENTS

ADJOURN

Members

John A. Gallagher III – Chair
Dan Heinz – Vice Chair
Gail Myer-- Secretary
Rick Foster -- Treasurer
Gwenne Allgaier
Richard Lewis
Vacancy

Demolition Agreement

This AGREEMENT, made this 20th day of May, 2024 by and between the Leelanau County Land Bank Authority ("LCLBA", "AUTHORITY" and "CONTRACT HOLDER") and Bay Area Demolition doing business as an LLC/S-corp ("CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the:

ABATEMENT AND DEMOLITION OF:

Former Leelanau Memorial Hospital, 201 South High Street, Northport MI 49670 Leelanau County


The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of the PROJECT described herein.

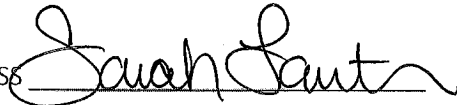
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS (initiating filing of Notification) within seven (7) calendar days following receipt from the LCLBA's Notice to Proceed and will complete the contracted scope of work as efficiently as feasible and estimated to be within the earlier of 90 days after commencement or August 30, 2024, unless an alternate schedule is approved by the LCLBA.
3. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of not to exceed Three-Hundred Eighty-Six Thousand Two Hundred Fifty Dollars (\$386,250) as shown in the Bid Document.
4. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (1) General Information
 - (2) Background
 - (3) Scope of Services
 - (4) General Requirements
 - (5) Specifications
 - (6) Terms and Conditions
 - (7) Site Inspection Prior to Bid and Proposal Requirements
 - (8) Performance and Labor and Material Bonds
 - (9) Payment Terms
 - (10) Bid Form – Demolition of Commercial Property
 - (11) Non-Iran Linked Business Certification
 - (12) Appendix A – Insurance Requirements
 - (13) Appendix B – Bidder's Checklist
 - (14) Attachments
5. The CONTRACT HOLDER will pay to the CONTRACTOR in the manner and at such times as set forth in Section 9: *Payment Terms* of the Request For Proposals (RFP) such amounts as required by the CONTRACT DOCUMENTS. Net 60 terms will be employed to process the CONTRACTOR invoice, subsequent to the following conditions being met: satisfactory completion of the work inclusive of all required inspections and approvals, proof of payment that any subcontractors and landfill invoices have been paid, receipt of all project documentation, and concurrence of satisfactory review by the State Land Bank Authority for completeness of all submitted documentation.
6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. The CONTRACTOR will secure both a Performance Bond and a labor and materials Payment Bond (in the amount equal to one hundred percent [100%] of the total contract amount) subsequent to signing this agreement and prior to the commencement of work activities. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan.

- 8. Prior to execution of this AGREEMENT, the CONTRACTOR will provide Proof of Insurance requirements as outlined in Appendix A of the RFP.
- 9. The CONTRACTOR shall protect all public and private abutting property from injury or loss and shall defend and save the LCLBA harmless from all such damages, injuries, and loss occurring because of their work.
- 10. Cancellation of this AGREEMENT by the CONTRACT HOLDER may be for (A) default by the CONTRACTOR, or (B) lack of further need for the service. **Default** is defined as *the failure of the CONTRACTOR to fulfill the obligations of this contract*, and in this case, cancellation may be immediate. In the event the LCLBA no longer needs the service specified in this contract due to circumstances outside the intent that this contract is being issued, such as program changes, changes in law, rules or regulations, relocation of offices, or lack of funding, the LCLBA may cancel this contract by giving the CONTRACTOR written notice of such cancellation ten (10) business days prior to the date of cancellation. In the event that the contract needs to be cancelled, the LCLBA would be liable for payments due up to the date of cancellation.
- 11. This contract is not assignable by the CONTRACTOR, either in whole or in part, without the prior written consent of the AUTHORITY.
- 12. The CONTRACTOR shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, and other necessary documentation to ensure a proper accounting of all contract funds. Such records shall be made available to the AUTHORITY upon request for audit purposes.
- 13. No member of the AUTHORITY or any individual employed by the AUTHORITY shall be permitted to share in this contract, or any benefit that arises from it.
- 14. The CONTRACTOR agrees to comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 15. This contract is to be considered a complete document between the LCLBA and the CONTRACTOR, and each warrants that there are no mutual oral agreements.

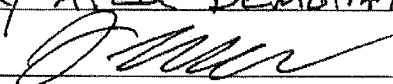
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.


CONTRACT HOLDER: Lapeer County Land Bank Authority (LCLBA)

BY 
NAME John Gallagher, III, Chairman, LCLBA

WITNESS 
NAME SARAH LAUTNER
(please print)

CONTRACTOR:

Bay Area Demolition
BY 
NAME Kustan Wade
(please type)

WITNESS 
NAME Chance Gallagher
(please print)

ADDRESS 18657 Honor Hwy.
Interlochen MI 49643