



# Van Buren County Land Bank Authority

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Office of the County Treasurer  
219 East Paw Paw Street, Suite 101  
Paw Paw, Michigan 49079  
Phone: (269) 657-8228 Fax: (269) 657-8227

## Meeting Notice

Date and Time of Meeting:

April 21, 2026 at 2:00 PM

Place of Meeting:

Van Buren County Board of Commissioners Room  
219 E. Paw Paw St.  
2<sup>nd</sup> Floor BOC Chambers  
Paw Paw, MI 49079

### Agenda:

1. Approval of agenda
2. Approval of February 11, 2026 meeting minutes
3. Approval of invoices
  - a. CarbonSix – CM Services BEP Round 4
    - i. February: \$128,524.90
    - ii. March: \$231,469.20
4. BEP Round 3
  - a. Bid Award
  - b. Contract Review/Approval
5. BEP Round 4
  - a. Construction Update
6. Public comment
7. Adjournment



# Van Buren County Land Bank Authority

Office of the County Treasurer  
219 East Paw Paw Street, Suite 101 Paw Paw, Michigan  
49079 Phone: (269) 657-8228 Fax: (269)  
657-8227

## Meeting Minutes – February 11, 2026 – 2:00 pm Board of Commissioner's Room - 219 E. Paw Paw St., Paw Paw, MI 49079

The meeting was called to order at 2:04 PM by Chairperson Nesbitt. Roll Call was taken with Nesbitt, DeYoung, Glomski, and Hackenberg present. Morris was absent.

- 1. Agenda Approval:** Nesbitt moved, with support from Hackenberg, made a motion to approve the agenda. Motion carried unanimously.
- 2. Approval of Meeting Minutes:** Hackenberg moved, with support from Glomski, to approve the minutes of the January 21, 2026 meeting. Motion approved unanimously.
- 3. Approval of 2026 Amended Meeting Schedule:** Discussion was had that the previously approved schedule included errors in June and July dates which did not fall on the third Wednesday.

Nesbitt, supported by DeYoung, made a motion to approve the 2026 amended meeting schedule. Motion approved unanimously.

- 4. Approval of Invoices:** One invoice related to the Bergen Building project was presented for consideration:

Quality Environmental Services for demolition and abatement work at Bergen in the amount of \$225,435.25.

Nesbitt reported that prevailing wage interviews and certified payroll reviews were completed. Quality Environmental has concluded their demo and abatement work. Subsequent environmental clearances were conducted and the site passed.

Hackenberg, supported by Nesbitt, made a motion to approve the invoice for Quality Environmental Services as presented. Motion approved unanimously.

**5. Grant Updates – Round Three:**

- a. 5 West Main: Updates were provided regarding the 5 West Main project. Combination application was submitted to the City of Hartford for 1 and 5 West Main. Final staircase renderings from WLP are expected later this week. RFP will be reissued immediately following.

**6. Grant Updates – Round Four:**

- a. Award Recommendation from Carbon Six: Discussion was held regarding the award recommendation from Carbon Six and the budget for the project. Nesbitt provided an update on the Village's plans to seek general obligation notes to repay the Land Bank for the portion of the project not covered by grant.

Nesbitt moved, with support from Glomski, to approve the award recommendation letter. Motion approved unanimously.

- 7. Public Comment:** Jeremiah Smith of South Haven spoke about his interest in acquiring and developing 1 and 5 West Main in Hartford.

- 8. Adjournment:** Nesbitt made a motion, with support from Glomski to adjourn the meeting at 2:24p pm. Motion approved unanimously

Respectfully submitted, Trisha Nesbitt  
Chair, Van Buren County Land Bank Authority

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

**TO OWNER:**

VBCLBA c/o Trisha Nesbitt, Chair  
219 E. Paw Paw St. 2nd Floor  
Paw Paw, MI 49079

**PROJECT:** Pre-Construction

Village of Decatur - Bergen Building Rehab  
312 School St.  
Decatur, MI 49045

**APPLICATION NO:** Five (5)

**Distribution to:**

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

**PERIOD TO:** 02/01/2026 - 02/28/2026

**FROM CONTRACTOR:**

CarbonSix Construction  
6200 Wing Ave. SE  
Grand Rapids, MI 49512  
616-588-3488

**VIA ARCHITECT:**

Abonmarche Bryce c/o Hayward Babineaux  
306 S. Kalamazoo Mall  
Kalamazoo, MI 49007  
269-381-6170

**PROJECT NOS:** 40251015

**CONTRACT FOR:**

**CONTRACT DATE:** 10/30/25

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>3,792,166.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>3,792,166.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>183,361.00</u>
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	\$	<u>18,336.10</u>
b. 10% % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>18,336.10</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>165,024.90</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>36,500.00</u>
8. CURRENT PAYMENT DUE	\$	<u>128,524.90</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>3,627,141.10</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: [Signature] Date: 02/27/2026

State of: Michigan  
Subscribed and sworn to before me this

Notary Public:

My Commission expires: 03/16/2029

County of: Kent  
TATIANA PARSONS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires Mar 16, 2029  
Acting in the County of Kent

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 128,524.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: [Signature] Date: 3/4/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
1	Concrete	\$150,175.00				-	0.00%	150,175.00	-
2	Masonry	\$291,000.00				-	0.00%	291,000.00	-
3	Structural Steel	\$86,759.00				-	0.00%	86,759.00	-
4	General Trades	\$316,126.00				-	0.00%	316,126.00	-
5	Roofing	\$257,580.00				-	0.00%	257,580.00	-
6	Aluminum Storefront Systems	\$425,383.00				-	0.00%	425,383.00	-
7	Metal Studs / Drywall	\$141,471.00				-	0.00%	141,471.00	-
8	Flooring	\$17,815.00				-	0.00%	17,815.00	-
9	Painting	\$16,465.00				-	0.00%	16,465.00	-
10	Fire Protection	\$149,650.00				-	0.00%	149,650.00	-
11	Plumbing Systems	\$137,877.00				-	0.00%	137,877.00	-
12	Mechanical Systems	\$379,393.00				-	0.00%	379,393.00	-
13	Electrical Systems	\$461,700.00				-	0.00%	461,700.00	-
14	Earthwork	\$162,700.00				-	0.00%	162,700.00	-
15	Ashpalt Paving	\$32,175.00				-	0.00%	32,175.00	-
16	Landscaping & Irrigation	\$5,000.00				-	0.00%	5,000.00	-
17									
18	Construction Contingency (Owner)	\$233,483.00				-	0.00%	233,483.00	-
19	Permits and Fees	\$24,789.00		24,789.00		24,789.00	100.00%	-	2,478.90
20	Performance and Payment Bond	\$33,150.00		33,150.00		33,150.00	100.00%	-	3,315.00
21	Insurance	\$28,207.00		28,207.00		28,207.00	100.00%	-	2,820.70
22	Precon Services	\$36,500.00	36,500.00			36,500.00	100.00%	-	3,650.00
23	CarbonSix General Conditions	\$224,613.00		33,692.00		33,692.00	15.00%	190,921.00	3,369.20
24	CarbonSix General Requirements	\$43,089.00		6,463.00		6,463.00	15.00%	36,626.00	646.30
25	CarbonSix Fee	\$137,066.00		20,560.00		20,560.00	15.00%	116,506.00	2,056.00
26	Change Order #1 (Funding to \$3,792,166)								
		3,792,166.00	36,500.00	146,861.00	-	183,361.00	4.84%	3,608,805.00	18,336.10

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## SWORN STATEMENT FOR CONTRACTOR TO OWNER

State of Michigan  
 County of Van Buren

The undersigned, Jon Brechtelsbauer being first duly sworn, on oath, deposes and says that he/she is Project Manager of CarbonSix Construction and that he/she has a contract with Van Buren County Land Bank Authority (VBCLBA) for building construction/improvements at the following location: Village of Decatur Bergen Building Rehabilitation 312 School St. Decatur, MI 49045

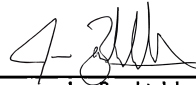
That, for the purpose of said contract, the parties listed on the attached have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such parties, the amounts paid and the amounts due or to become due to each. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Name	Item	Original Contract	Adjustment	Adjusted Contract	Total Previous Request	Amount this Request	Retainage	Balance
CarbonSix Construction	Balance of Budget	3,792,166.00	-	3,792,166.00	36,500.00	128,524.90	0.00	3,627,141.10
<b>Column Totals</b>		<b>3,792,166.00</b>	<b>-</b>	<b>3,792,166.00</b>	<b>36,500.00</b>	<b>128,524.90</b>	<b>-</b>	<b>3,627,141.10</b>

Total amount requested	\$ 165,024.90
Less: Retained	\$ -
Net amount earned	\$ 165,024.90
Amount of previous earned	\$ 36,500.00
Amount of this request	\$ 128,524.90
Balance to complete	\$ 3,627,141.10

Subscribed and sworn to before me this 27<sup>th</sup> day of, February 2026.

  
 \_\_\_\_\_  
 Tatiana Parsons Notary Public

Signed:   
 \_\_\_\_\_  
 Jon Brechtelsbauer

**TATIANA PARSONS**  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF KENT  
 My Commission Expires Mar 16, 2029  
 Acting in the County of Kent

This sworn statement reflects work completed through February 28th, per payment application #5.

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment

in the sum of: \$36,500.00

for labor, services, equipment or material

on the job of: Bergen Rehabilitation

located at: 312 School St, Decatur, MI 49045

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material.

furnished to: VBCLBA c/o Trisha Nesbitt

through: 01/31/26

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date.

Company Name CarbonSix Construction

Signature

*Tatiana Parsons*

Name

Tatiana Parsons

Title

Project Accountant

Date of Signature

03/03/26

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

**TO OWNER:**  
 VBCLBA c/o Trisha Nesbitt, Chair  
 219 E. Paw Paw St. 2nd Floor  
 Paw Paw, MI 49079

**PROJECT:** 40251015  
 Village of Decatur - Bergen Building Rehab  
 312 School St.  
 Decatur, MI 49045

**APPLICATION NO:** Six (6)

**Distribution to:**  
 Owner  
 Architect  
 Contractor

**FROM CONTRACTOR:**  
 CarbonSix Construction  
 6200 Wing Ave. SE  
 Grand Rapids, MI 49512  
 616-588-3488

**VIA ARCHITECT:**  
 Abonmarche Bryce c/o Hayward Babineaux  
 306 S. Kalamazoo Mall  
 Kalamazoo, MI 49007  
 269-381-6170

**PERIOD TO:** 03/01/2026 - 03/31/2026

**PROJECT NOS:** 40251015

**CONTRACT FOR:**

**CONTRACT DATE:** 10/30/25

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,792,166.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,792,166.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	440,549.00
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	\$	44,054.90
b. 10% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	44,054.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	396,494.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	165,024.90
8. CURRENT PAYMENT DUE	\$	231,469.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,395,671.90

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
 By: [Signature] Date: 3/24/26

State of: Michigan County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: [Signature]  
 My Commission expires: 03-16-2029

TATIANA PARSONS  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF KENT  
 My Commission Expires Mar 16, 2029  
 Acting in the County of Kent

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 231,469.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
 By: [Signature] Date: 3/27/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
1	Concrete	\$150,175.00		42,742.00		42,742.00	28.46%	107,433.00	4,274.20
2	Masonry	291,000.00		29,820.00		29,820.00	10.25%	261,180.00	2,982.00
3	Structural Steel	86,759.00		1,100.00		1,100.00	1.27%	85,659.00	110.00
4	General Trades	316,126.00				-	0.00%	316,126.00	-
5	Roofing	257,580.00				-	0.00%	257,580.00	-
6	Aluminum Storefront Systems	425,383.00				-	0.00%	425,383.00	-
7	Metal Studs / Drywall	141,471.00		12,607.00		12,607.00	8.91%	128,864.00	1,260.70
8	Flooring	17,815.00				-	0.00%	17,815.00	-
9	Painting	16,465.00				-	0.00%	16,465.00	-
10	Fire Protection	149,650.00				-	0.00%	149,650.00	-
11	Plumbing Systems	137,877.00		18,900.00		18,900.00	13.71%	118,977.00	1,890.00
12	Mechanical Systems	379,393.00		15,960.00		15,960.00	4.21%	363,433.00	1,596.00
13	Electrical Systems	461,700.00		13,125.00		13,125.00	2.84%	448,575.00	1,312.50
14	Earthwork	162,700.00		42,158.00		42,158.00	25.91%	120,542.00	4,215.80
15	Asphalt Paving	32,175.00				-	0.00%	32,175.00	-
16	Landscaping & Irrigation	5,000.00				-	0.00%	5,000.00	-
17									
18	Construction Contingency (Owner)	233,483.00		26,084.00		26,084.00	11.17%	207,399.00	2,608.40
19	Permits and Fees	24,789.00	24,789.00	-		24,789.00	100.00%	-	2,478.90
20	Performance and Payment Bond	33,150.00	33,150.00	-		33,150.00	100.00%	-	3,315.00
21	Insurance	28,207.00	28,207.00	-		28,207.00	100.00%	-	2,820.70
22	Precon Services	36,500.00	36,500.00			36,500.00	100.00%	-	3,650.00
23	CarbonSix General Conditions	224,613.00	33,692.00	33,692.00		67,384.00	30.00%	157,229.00	6,738.40
24	CarbonSix General Requirements	43,089.00	6,463.00	14,000.00		20,463.00	47.49%	22,626.00	2,046.30
25	CarbonSix Fee	137,066.00	20,560.00	7,000.00		27,560.00	20.11%	109,506.00	2,756.00
		3,792,166.00	183,361.00	257,188.00	-	440,549.00	11.62%	3,351,617.00	44,054.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## SWORN STATEMENT FOR CONTRACTOR TO OWNER

State of Michigan  
County of Van Buren


The undersigned, Jon Brechtelsbauer being first duly sworn, on oath, deposes and says that he/she is Project Manager of CarbonSix Construction and that he/she has a contract with Van Buren County Land Bank Authority (VBCLBA) for building construction/improvements at the following location: Village of Decatur Bergen Building Rehabilitation 312 School St. Decatur, MI 49045

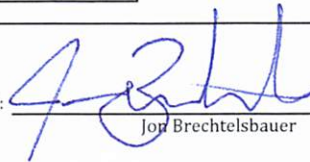
That, for the purpose of said contract, the parties listed on the attached have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such parties, the amounts paid and the amounts due or to become due to each. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Name	Item	Original Contract	Adjustment	Adjusted Contract	Total Previous Request	Amount this Request	Retainage	Balance
Ace Plumbing & Heating	Plumbing	137,877.00	-	137,877.00	0.00	16,200.00	1,800.00	121,677.00
Ace Plumbing & Heating	Mechanical	379,393.00		379,393.00	0.00	13,680.00	1,520.00	365,713.00
Architectural Glass & Metals	Glass & Glazing / Entrances	425,383.00		425,383.00	0.00			425,383.00
Carbon Builders	General Trades	316,126.00	1,046.00	317,172.00	0.00			317,172.00
Carbon Builders	Structural Steel	86,759.00		86,759.00	0.00	941.06	104.56	85,817.94
Davenport Masonry Inc.	Masonry	291,000.00		291,000.00	0.00	25,560.00	2,840.00	265,440.00
Earley & Associates	Concrete	150,175.00		150,175.00	0.00	36,635.62	4,070.63	113,539.38
Eckhoff & DeVries Painting	Painting	16,465.00		16,465.00	0.00			16,465.00
Hi Tech Electric Company	Electrical Systems & Fire Alarm	461,700.00		461,700.00	0.00	11,250.00	1,250.00	450,450.00
Hoekstra Roofing	Roofing	257,580.00		257,580.00	0.00			257,580.00
Hoffman Bros. Excavating	Earthwork	162,700.00		162,700.00	0.00	36,135.00	4,015.00	126,565.00
Schepers Brothers Co.	Metal Stud / Drywall	141,471.00		141,471.00	0.00	10,806.30	1,200.70	130,664.70
Total Fire Protection, Inc.	Fire Protection Systems	149,650.00	27,440.00	177,090.00	0.00			177,090.00
CarbonSix Construction	Balance of Budget	815,887.00	(28,486.00)	787,401.00	165,024.90	80,261.22	27,254.01	542,114.88
<b>Column Totals</b>		<b>3,792,166.00</b>	<b>-</b>	<b>3,792,166.00</b>	<b>165,024.90</b>	<b>231,469.20</b>	<b>44,054.90</b>	<b>3,395,671.90</b>

Total amount requested	\$ 440,549.00
Less: Retained	\$ 44,054.90
Net amount earned	\$ 396,494.10
Amount of previous earned	\$ 165,024.90
Amount of this request	\$ 231,469.20
Balance to complete	\$ 3,395,671.90

Subscribed and sworn to before me this 24<sup>th</sup> day of, March 2026.

  
 Tatiana Parsons Notary Public

Signed:   
Jon Brechtelsbauer

TATIANA PARSONS  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF KENT  
 My Commission Expires Mar 16, 2029  
 Acting in the County of Kent

This sworn statement reflects work completed through March 31st, per payment application #6.

## Bid Form - Stabilization for 5 W Main Street Hartford, MI

The undersigned hereby declares that the instructions and specifications, including all appendices, have been carefully examined and that the windows, doors, foundation, tuck pointing, and structural sound framing for 5 W Main Street Hartford, MI, will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that Van Buren County reserves the right to reject any and/or all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of Van Buren County.

Bidding Company	<b>ELITE COMPANIES</b>
Address/City/State/Zip	<b>211 E Water St., Ste 201, Kalamazoo, MI 49007</b>
Phone and E-mail	<b>269.910.1347 / jim.feltch@elite-companies.com</b>
Authorized Representative/Title	<b>Jim Feltch, President + CEO</b>
Signature	
Date	<b>03/16/2026</b>

Cost to complete the general requirements and scope of work (including bond, insurance, fee, general conditions, supervision, and subcontractor work)

5 W Main Street Hartford, MI

**\$634,627.14**

*(Six Hundred Thirty-Four Thousand Six Hundred Twenty-Seven Dollars and Fourteen Cents)*

Please check the following:

- I acknowledge that the work for stabilization will be furnished within a maximum of 24 weeks from contract execution
- I acknowledge that we are not listed on any governmentwide exclusion list and further have not been debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority. Further, I acknowledge that the VBCLBA will be conducting a search to confirm.
- I acknowledge that Davis-Bacon prevailing wages apply to the scope of this RFP and that a prevailing wage determination in accordance with statute requirements and original Appendix has been included as part of my bid pricing.
- I acknowledge receipt of Original RFP, Addendum No. 1 and Addendum No. 2.

**Additional Questions required to complete the Bid Form. Information to be provided in a supplemental document.**

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information of the owner, president, managing partner, or CEO.  
**S-Corp / 2018 / Jim Feltch, President + CEO - jim.feltch@elite-companies.com**
2. Please provide the name and work experience of the Project Manager you are assigning to this contract. This Project Manager will be the main contact for the county and will oversee contract compliance, timeliness, and work quality.  
**Brian Roy, Vice-President of Constructors, 30+ Years of Industry Experience**
3. Has your company had a similar contract terminated for cause within the last three years? If yes, please explain.  
**No**
4. Has your company received any violations in the last five years? If yes, please list and explain how the violations were resolved.  
**No**
5. Include a proposed, detailed work schedule.
6. Attach a list of proposed subcontractors. List of subcontractors (company name, address, phone, email, and all owner/principal name(s)) and the tasks for which they will be used. The VBLBA will determine whether each proposed subcontractor is eligible to do business on a federally funded contract and will inform the contractor if any are ineligible.
7. Attach a breakdown of the work cost (sworn statement estimate or separated by division or work category).  
**See attached.**
8. Attach a bid bond.  
**See attached.**

I hereby state that I have the authority to submit this Proposal on behalf of the undersigned. I hereby state that I have not communicated with, nor accepted anything of value from, any official or employee of Van Buren County regarding this Request for Proposals.

This Bid is Presented By:

**Elite Companies**

Company Name

**Jim Feltch, President + CEO**

Authorized By (Printed Name/Title)



Authorized Signature

**03/16/2026**

Date



Date: 3/13/2026

To: Van Buren County Land Bank Authority  
Project: Hartford Building Stabilization  
Attn: Amelia Barker-King, Owner's Rep

We propose the following:

**Construction Scope of Services - Original RFP**

Elite to perform the scope of work described in the original RFP for Hartford Building stabilization.

\* Includes manpower, material, equipment, permits, liability insurance, and all applicable labor resources as related to prevailing wage requirements.

\*Reroof was excluded from this proposal, due to the roof appears to have been recently replaced.

*All work scope not identified or clarified on this proposal is excluded and will need to be coordinated and communicated to ensure our delivery meets the expectations of the owner.*

**Proposed Cost Breakdown - BASE PRICING**

ELITE Construction Scope:	\$ 313,116.69
ELITE General Conditions:	\$ 26,450.00
ELITE Fee:	\$ 50,935.00
<b>TOTAL Proposed Cost:</b>	<b>\$ 390,501.69</b>

**Clarifications:**

The proposal does not include any costs associated with any work outside of what is listed within this proposal cover.

ELITE's project team will ensure site documentation, communication, and coordination fall in line with the expectations of site safety standards.

ELITE excludes project record documents, permits (facility modification), overtime, and owner contingency.

Thank you for the opportunity to submit our proposal. Our team is eager to support the success of your project. Please let me know if there is any questions or concerns with this submission.

Sincerely,

*Brian Roy*

ELITE Companies  
Vice President Constructors



Date: 3/13/2026

To: Van Buren County Land Bank Authority  
Project: Hartford Building Stabilization- Addendum 2  
Attn: Amelia Barker-King

This proposal is in reference to the following scope of work details. The totals below coincide with the scope requested for a complete turn-key project.

We propose the following:

**Construction Scope of Services - ADDENDUM #2**

Elite to perform the scope of work described in Addendum #2 for Hartford Building stabilization.

\* Includes manpower, material, equipment, permits, liability insurance, and all applicable labor resources as related to prevailing wage requirements.

*All work scope not identified or clarified on this proposal is excluded and will need to be coordinated and communicated to ensure our delivery meets the expectations of the owner.*

**Proposed Cost Breakdown - BASE PRICING**

ELITE Construction Scope:	\$ 197,183.00
ELITE General Conditions:	\$ 15,100.00
ELITE Fee:	\$ 31,842.45
<b>TOTAL Proposed Cost:</b>	<b>\$ 244,125.45</b>

**Deduct from base bid quote if Addendum 2 is accepted. -Treated stair tower- \$26,800.00**

**Clarifications:**

The proposal does not include any costs associated with any work outside of what is listed within this proposal cover.

ELITE's project team will ensure site documentation, communication, and coordination fall in line with the expectations of site safety standards.

ELITE excludes project record documents, permits (facility modification), overtime, and owner contingency.

Fire protection was proposed to meet code the NFPA code. This proposal includes the 2nd floor, attic space, and the stair tower coverage. This proposal will require water to the new system from the existing water service that is currently not turned on.

Electrical to the stair tower will require a power source from existing building that is currently turned not on.

Thank you for the opportunity to submit our proposal. Our team is eager to support the success of your project. Please let me know if there is any questions or concerns with this submission.

Sincerely,

*Brian Roy*

ELITE Companies  
Vice President Constructors

Headquarters | 211 E Water St. | Ste 201 | Kalamazoo, MI 49007  
15 Carlyle St. | Ste 200 | Battle Creek, MI 49017  
(269) 917-1347 | [elite-companies.com](http://elite-companies.com)

## Non-Iran Business Certification

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, the County must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(E) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

**Elite Companies**

Company Name



Authorized Signature

**Jim Feltch, President + CEO**

Authorized By (Printed Name/Title)

**03/16/2026**

Date

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Elite Companies, LLC  
211 E Water St. Ste. 201  
Kalamazoo, MI 49007

**SURETY:**  
*(Name, legal status and principal place of business)*

NGM Insurance Company  
4601 Touchton Road East, Suite 3400  
Jacksonville, FL 32246  
**Mailing Address for Notices**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*

Van Buren County Land Bank Authority  
219 E Paw Paw St., Ste 101  
Paw Paw, MI 49079

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

GC - Abatement and Building Stabilization at 5 W Main St. Hartford, MI

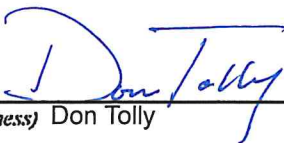
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

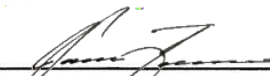
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2026.

*(Witness)*

  
*(Witness)* Don Tolly

Elite Companies, LLC  
*(Principal)* *(Seal)*

By:   
*(Title)* Jim Feltch, President + CEO

NGM Insurance Company  
*(Surety)* *(Seal)*

By:   
*(Title)* Quinn Deyer, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit: "SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Quinn Deyer its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number Bid Bond dated March, 16, 2026 on behalf of Elite Companies, LLC

in favor of Van Buren County Land Bank Authority including any related Content of Surety or supplemental documents required, and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 18th day of September, 2025.

NGM INSURANCE COMPANY By:

[Signature of Lauren K. Powell]

Lauren K. Powell Vice President, Corporate Secretary



State of Wisconsin, County of Dane

On this 18th day of September, 2025, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 18th day of September, 2025.

[Signature of Mary J. Ripp] My Commission Expires February 8, 2027



I, Janet S. Embray President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 16th day of March, 2026.

[Signature of Janet S. Embray] Janet S. Embray, President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281. TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.



December 2, 2025

Mr. Brian Roy  
Elite Companies

**Building  
5 West Main St  
Hartford, MI 49057**

Dear Brian:

HBC, A GFL Environmental Company, is pleased to provide you with a proposal for abatement and disposal of asbestos containing materials from the above-mentioned facility. The scope of work for this project includes the abatement of 2 sft fiberboard, 2 sinks with asbestos undercoating, 8 sft roof flashing, 2 sft caulk, 1 lft pipe insulation 1 sft chimney flue insulation and 783 sft asbestos flooring.

**Our price for this service is \$4,900.00.** This price includes all labor, supplies, equipment, disposal and our standard occurrence-based asbestos liability insurance. Any third-party air monitoring cost is excluded from the above price.

**Our cost to abate 2,000 sft of assumed roofing material is \$16,000.00.**

We appreciate your interest in our services and look forward to the opportunity to undertake this project. Please feel free to contact me with any questions you may have regarding this proposal.

Sincerely,

Brett Eberhard  
General Manager

Proposal Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

**STABILIZATION SERVICES FOR A RESIDENTIAL PROPERTY  
IN SUPPORT OF ROUND 3 OF THE BLIGHT ELIMINATION PROGRAM**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the VAN BUREN COUNTY LAND BANK AUTHORITY, a Michigan public body corporate (the "VBCLBA") of 219 E Paw Paw Street, Suite 101, Paw Paw, MI 49079, and ELITE COMPANIES, a Michigan profit corporation, (the "Contractor") of 211 E Water St Suite 201, Kalamazoo, MI 49007.

RECITALS

WHEREAS, the VBCLBA desires to engage the services of the Contractor to conduct stabilization services for 5 West Main Street, Hartford, MI 49057 and the Contractor wishes to furnish such services to the VBCLBA, and has represented that the Contractor has the education, expertise, capability, and necessary licenses to perform such services;

WHEREAS, on November 3, 2025, the VBCLBA sought a bid for a Request for Proposal (herein "RFP") for abatement and stabilization services for the home located at 5 West Main Street, Hartford, MI 49057, listed in Exhibit B;

WHEREAS, Contractor has provided a timely response to said RFP and supporting documentation in compliance with the requirements of the RFP;

WHEREAS, VBCLBA has complied with applicable procurement requirements regarding the selection of contractors for the services;

WHEREAS, as a result of the selection process, the Contractor has been awarded the contract for the services for the prices set forth herein (subject to the conditions set forth herein);

WHEREAS, the VBCLBA desires to enter into an agreement with the Contractor as herein provided to assure the provision of the services for the designated project property;

THEREFORE, the parties mutually agree as follows:

1. **AGREEMENT DOCUMENTS.** The following shall be deemed to be a part of this Agreement and incorporated herein.
  - a. Required Federal and State Provisions (EXHIBIT A)
  - b. Request for Proposals/Bids + Addendums (EXHIBIT B)
  - c. Contractor Proposal/Bid (EXHIBIT C)
2. **SCOPE OF SERVICES.** The Contractor shall provide services in accordance with and as set forth in the Agreement Documents.
3. **COMPENSATION.** The VBCLBA shall pay to the Contractor, and the Contractor agrees to accept as full compensation for services under this Agreement the amounts as set forth

in EXHIBIT B, totaling \$332,400.32. All required documentation shall be received prior to payment to the Contractor. Payment is anticipated to be NET 30 terms subsequent to receipt of vendor invoice and all required supporting documentation.

4. INDEPENDENT CONTRACTOR. The relationship of the Contractor to the VBCLBA is that of an independent contractor and in accordance therewith, the Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an officer, employee, or agent of the VBCLBA or make any claim, demand, or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Contractor to be a joint venture.
5. THE CONTRACTOR'S RESPONSIBILITY. The Contractor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Contractor shall be solely responsible and answerable in damages for all improper work, accidents, or injuries to persons or property.
6. RECOVERY OF MONEY. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the VBCLBA, the same amount may be deducted from any sum due to the Contractor under this Agreement or any other contract between the Contractor and the VBCLBA. The rights of the VBCLBA are in addition and without prejudice to any other right, the VBCLBA may have to claim the amount of any loss or damage suffered by the VBCLBA on account of the acts or omissions of the Contractor.
7. IDEMNITY. The Contractor shall indemnify and save harmless the VBCLBA, their officers, agents, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Contractor or its employees, agents, servants, and subcontractors. Losses include damages the VBCLBA may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement. The Contractor shall not be obligated to indemnify the VBCLBA for the VBCLBA's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the VBCLBA in an action against them.

The VBCLBA hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty, or charge shall be made against the VBCLBA without its express written consent. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of

limitations.

The Contractor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of the agreement.

8. **INSURANCE.** The Contractor agrees to maintain the following insurance throughout the period of performance of this agreement. The Contractor will, upon execution of this Agreement, provide a certificate of insurance to the VBCLBA Chair. The policy shall contain endorsements stating that at least 30-day notice will be given to the VBCLBA prior to termination or any change in the policy. Should any required insurance be canceled, materially reduced, or expire, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the VBCLBA Chair.
  - a. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the state of Michigan.
  - b. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
  - c. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Van Buren County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, and Fishbeck.

9. COMPLIANCE WITH REGULATIONS. The Contractor shall comply with all applicable statutes, rules, and regulations of all federal, state, and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.
10. STANDARD OF CONDUCT. The Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work of the project.
11. The VBCLBA'S OBLIGATION. The VBCLBA shall provide the Contractor with all applicable information which is necessary for the Contractor to perform the services outlined in this Agreement and which is currently available to the VBCLBA upon request of the Contractor.
12. NON-DISCRIMINATION. The parties agree not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, or marital status. Breach of this covenant may be regarded as a material breach of this agreement.
13. PROHIBITION AGAINST ASSIGNMENT. This Agreement is intended to secure the service of the Contractor because of its ability and reputation, and none of the Contractor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the VBCLBA Chair. Any assignment, subcontract, or transfer of the Contractor's duties under this Agreement must be in writing.
14. THIRD PARTY REPRESENTATION. The Contractor agrees that, despite any subcontract entered into by the Contractor for the execution of activities or provision of services related to the completion of this Agreement, the Contractor shall be solely responsible for carrying out the Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project unless the VBCLBA Chair and the Contractor agree to a modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing.
15. THIRD PARTY BENEFICIARIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
16. INTEREST OF THE CONTRACTOR. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services and duties hereunder. The Contractor further covenants that in the performance of the Agreement, no person having any such interest shall be

employed. The Contractor further covenants that neither it nor any of its principals are in default to the VBCLBA.

Any relationship with a potential developer(s) must be disclosed on a project-by-project basis.

17. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the VBCLBA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
18. QUALIFICATIONS OF THE CONTRACTOR. The Contractor specifically represents and agrees that its officers, employees, agents, and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the duties they perform thereunder.
19. NOTICE. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to any party, the same shall be given or directed to the respective party at the address as specified in this Agreement, or at such other address as any party may, from time to time, designate by written notice to the others.
20. AMENDMENTS. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by all parties.
21. TERMINATION. This contract shall expire on September 30, 2026. Any party has the right to terminate the contract by giving written notice to the other parties at least 90 days in advance.
22. FORCE MAJEURE. If because of force majeure, any party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other parties concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, referendum, orders

or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the VBCLBA may terminate this agreement.

23. DELAY. If the Contractor is delayed in the completion of work due to force majeure or otherwise, the time for completion may be extended for a period determined by the VBCLBA in its sole discretion to be equivalent to the time of such delay. The VBCLBA may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the VBCLBA, the Contractor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the VBCLBA as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.
24. INTERPRETATION. This agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. In the event that any term, clause, or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.
25. VENUE. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Van Buren, State of Michigan.
26. DISPUTE RESOLUTION. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:
  - a. MEDIATION. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
  - b. ARBITRATION. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration upon agreement of the parties following demand in accordance with paragraph d below. Arbitration shall be conducted according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered into the circuit court.
  - c. VENUE. All meetings, hearings, and actions to resolve disputes by mediation or arbitration shall be held in Van Buren County.
  - d. NOTICE. A party shall provide written notice of a claim to the other parties. Negotiations and mediation shall occur within 60 days after such notice. Unless a

longer time is agreed upon, arbitration must be demanded within 120 days after such notice. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

- e. STATUTES OF LIMITATIONS. Notwithstanding the provisions of Section 26, a party may file an action in a court of competent jurisdiction to avoid the running of any applicable statute of limitations with respect to a claim before engaging in the alternative dispute resolution mechanisms outlined in this Section.
27. REUSE OF DOCUMENTS. All documents and electronic files must be delivered to the VBCLBA and are instruments of service in respect of the Agreement. Nevertheless, all documents and electronic files delivered to the VBCLBA shall become the property of the VBCLBA upon completion of the work and payment in full of all monies due to the Contractor.
28. FREEDOM OF INFORMATION ACT. The Contractor acknowledges that the VBCLBA may be required from time to time to release records in its possession by law. The Contractor hereby acknowledges that the VBCLBA must release any records or materials received by the VBCLBA that qualify for its release, as requested and required by the Freedom of Information Act, MCL 15.231 *et seq.*, provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Agreement for purposes other than anticipated herein.
29. DIGITAL SIGNATURES. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et. seq.*, that this Agreement may be executed, and the electronic signature of any person authorized and required to sign on behalf of the parties hereto.
30. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
31. NO WAIVER. NO waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.
32. ENTIRE AGREEMENT. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions, or understandings which are not contained herein. It is understood that should the Contractor recommend further work concerning the project, the VBCLBA is under no obligation to engage the Contractor in such work.

33. AUTHORITY TO EXECUTE. The parties represent and warrant that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

In witness Whereof, the parties hereto have executed this Agreement on the date and year first above written.

VAN BUREN COUNTY LAND BANK AUTHORITY

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BY: Trisha Nesbitt, Chair

ELITE COMPANIES

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BY:

## **EXHIBIT A**

## Exhibit A Required Federal and State Provisions

On March 11, 2021, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) were established, as part of the American Rescue Plan Act (“ARP”), to support the response to a recovery from the COVID-19 pandemic. Pursuant to the SLFRF, ARP funding was directed to the State of Michigan (the “State”), which appropriated a portion to the SLBA for purposes of creating a Program to address the impacts of COVID-19. The State of Michigan (by 2023 P.A. 1) appropriated a portion of this funding to the State Land Bank Authority’s (“SLBA”) Blight Elimination Program for this purpose (“Program Funds”). The VBCLBA has received grant funding from the SLBA’s Blight Elimination Program to fund activities which are the subject matter of the Agreement to which this Exhibit pertains. As a recipient of Program Funds, the VBCLBA is obligated to ensure the use of these federal funds complies with SLFRF. Pursuant to this obligation, this Agreement and Contractor are therefore subject to the following additional Federal and State Requirements:

**A. RECORDKEEPING REQUIREMENTS.** Generally, all contractors and subcontractors must maintain records and financial documents related to this contract until at least December 31, 2031. U.S. Treasury may request the transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. See generally, 2 CFR 200.334 through 200.338.

All contractors and subcontractors must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (GAO), Treasury’s Office of Inspector General (OIG), and their authorized representative in order to conduct audits or other investigations.

**B. UNIFORM GUIDANCE.** Under the Final Rule issued by the U.S. Department of the Treasury (Treasury) referenced at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, this contract is subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”) at 2 CFR 200.317 through 200.327. All payments requested under this program should be accounted for with supporting documentation. All contractors and subcontractors should maintain documentation evidence that the Program Funds were expended in accordance with federal, state, and local regulations.

**C. TERMINATION/RECOVERY OF PROGRAM FUNDS.** Treasury requires any Program Funds received pursuant to this Agreement, and any attachments that are expended in a manner that fails to comply with SLFRF and all other applicable laws, to be returned to Treasury. The State reserves the right to monitor the Subrecipient and their contractors and subcontractors and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

**D. TERMINATION FOR CAUSE.** This Agreement may be terminated by the VBCLBA, for among other things, as follows:

- A. Upon 10 days' written notice to the Contractor:
  - a. If the Contractor fails to comply with any of the material terms and conditions of the Agreement;
  - b. If the Contractor knowingly and willingly presents false information to the VBCLBA for the purpose of obtaining this Agreement or any payment under this Agreement;
  - c. If the VBCLBA finds that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the VBCLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement;
  - d. During the 10-day written notice period, the VBCLBA shall also withhold payment for any findings under subparagraphs i-iii, above;
  - e. If the Contractor or any contractor, subcontractor, manufacturer, or supplier of Contractor appears in the register of persons engaging in unfair labor practices that are compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor, or
  - f. Fails to cure a breach within the time period specified in a notice of breach provided by the VBCLBA.
  
- B. Immediately and without further liability to the VBCLBA if the Contractor, or any agent of the Contractor, or any agent of any contractor or subcontractor is:
  - a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - c. Convicted under State or federal antitrust statutes;
  - d. Convicted of any other criminal offense that, in the sole discretion of the VBCLBA, reflects on the Contractor's business integrity; or
  - e. Added to the federal or state Suspension and Debarment list.
  
- C. If the Agreement is terminated for cause, or if the VBCLBA is required to repay to the state or federal government all or a portion of the Blight Elimination Grant Funding utilized pursuant to this Agreement because of Contractor's failure to comply with all of this Agreement's terms and conditions (including any and all federal requirements), then the VBCLBA reserves the right to require the Contractor to repay all or a portion of the funds paid to it under this Agreement.

- D. The Contractor must pay all reasonable costs incurred by the VBCLBA in terminating this Agreement for cause, including administrative costs, attorneys' fees, court costs, costs to complete the work specified in the Scope of Work, and any additional costs the VBCLBA incurs.
- E. If the VBCLBA terminates this Agreement for cause and it is determined, for any reason, that the Contractor was not in breach of the Agreement, the termination will be deemed to have been a termination for convenience as provided in this Agreement, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

**E. TERMINATION FOR CONVENIENCE.** The VBCLBA may fully or partially terminate this Agreement for its convenience, for any reason or no reason, if the VBCLBA determines that a termination is in the VBCLBA's best interest. Reasons for the termination are within the sole discretion of the VBCLBA and may include: (a) the VBCLBA no longer needs the activities or deliverables specified in this Agreement; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible for the VBCLBA; (c) unacceptable prices for Agreement changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the VBCLBA. The VBCLBA may terminate this Agreement for its convenience by giving the Contractor notice at least thirty (30) days before the date of termination. If the VBCLBA chooses to terminate this Agreement in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

**F. DAVIS-BACON ACT**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor.

**G. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**H. COPELAND "ANTI-KICKBACK" ACT** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I. **DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All contractors and subcontractors must be vetted for debarment. If debarment action has been taken against the contractor, the contract shall be terminated. If debarment action has been taken against any subcontractor, the contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

J. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR 200.322).

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. **CONFLICT OF INTEREST** (2 CFR 200.318 and 24 CFR 570.611)

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**M. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**N. CLEAN AIR ACT (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.** Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**O. LEAD RENOVATION, REPAIR AND PAINTING PROGRAM.** Prohibition of Use of Lead-Based Paint. The construction or stabilization of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply with the provisions for the notification and elimination of lead-based paint hazards of said regulations.

**P. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **EXHIBIT B**

# **Van Buren County Land Bank Authority**

## **Request for Proposal General Contractor - Abatement & Building Stabilization**

(Openings, Foundations, Structure, and Masonry Restoration)

At:

5 W Main Street  
Hartford, MI 49057

Request for Published Proposal:

November 3, 2025

Proposals Due:

November 21, 2025 @ 9:45am

Bids shall be submitted via sealed, hard copy to:

Van Buren County Land Bank Authority  
Amelia Barker-King, Owner's Representative  
219 E Paw Paw St, Suite 101  
Paw Paw, MI 49079

## Section 1: General Information

Through The Barton Group, Van Buren County is hereby soliciting proposals from qualified vendors for general contractors to perform work at the two-story building located at 5 W Main Street, Hartford, MI. Significant renovations are proposed to abate and to stabilize the mixed-use property.

The requested scope of work involves work to abate asbestos containing materials as necessary and per regulations, stabilize, prevent further decay, and make it safe for future work and contractors. The scope of work is further defined in Section 3: Scope of Services and Section 5: Specifications.

The ideal time for the work to be completed would be in less than 16 weeks of contract execution and an absolute deadline would be for the work to be completed within 24 weeks of contract execution.

The selected bidder may subcontract work but will be responsible for all work defined in this RFP. Subcontractors should be identified (business name and name(s) of each owner) with bid submission and be approved in advance by Van Buren County and provide the same proof of insurance coverage as the Selected Bidder, and they must comply with all Davis-Bacon prevailing wage requirements the same as the selected bidder.

The issue date of this proposal is November 3, 2025 and includes the following attachments:

1. Federal and State Provisions/Requirements
2. Wage Determinations
3. Site Photos
4. 2025 Structural Assessment from Abonmarche
5. Hazardous Materials Inspection by Envirollogic in 2021

This RFP includes the following appendices to be completed:

- A. Insurance Documentation & Bid Bond
  - i. Payment and performance bonds also required for stabilization projects
- B. Bidder's Checklist

Modifications to this RFP, if any, shall take the form of one or more written addenda. Such addenda shall be considered as part of the original RFP.

A contract agreement will be carried out between Van Buren County and the Selected Bidder post-bid award. The contract will contain language pertaining to compliance with federal requirements, including but not limited to document retention (through December 31, 2031), certified payroll, and the Contractor will be required to pay Davis Bacon/Prevailing Wages.

The Contractor and all Subcontractors shall comply with all applicable federal, state, and local laws and regulations governing the payment of prevailing wages. Specifically:

1. **Wage Rates:** All laborers and mechanics employed by the Contractor or any Subcontractor on the project shall be paid wages at rates not less than those prevailing for similar work in the locality, as determined by the U.S. Department of Labor. In addition, contractors must be required to pay wages at least once a week. Wage determinations include both direct wages and indirect benefits given to the employee.

2. **Certified Payroll:** The Contractor shall submit its own and each subcontractor's certified Davis-Bacon and Related Acts Weekly Certified Payroll Form WH-347 and records to the Owner/Agency, detailing the name, classification, hours worked, and wages paid to each worker. These records must be submitted no later than the fifth business day of each month.
3. **Record of Employee Interview:** U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards Record of Employee Interview Form shall be completed. The interviewer (The Barton Group in this case) must be someone unaffiliated with the contractors and on site regularly. Interviews must be sufficient in number to establish the degree of adequacy and accuracy of the records and the nature and extent of any violations. The interviews should also be generally representative of all classifications of employees on the project.
4. **Posting Requirements:** The Contractor shall post the applicable prevailing wage rates and fringe benefits in a conspicuous location at the job site, accessible to all workers.
5. **Right of Inspection:** The Contractor shall allow authorized representatives of the Owner/Agency or relevant labor authority to inspect payroll records and interview workers to ensure compliance.
6. **Withholding of Payments:** The Owner/Agency reserves the right to withhold up to 25% of any payment due to the Contractor until all required certified payrolls are submitted and verified.
7. **Penalties:** Failure to comply with prevailing wage requirements may result in penalties, including but not limited to contract termination, withholding of funds, and legal action.

Van Buren County will review the list of contractors and subcontractors (if applicable) debarred, suspended, or otherwise excluded from receiving federal funds and will not enter a contract with a vendor on this exclusion list.

## Section 2: Background

5 W Main Street is owned by the Van Buren County Land Bank Authority, and this RFP is issued by Van Buren County Land Bank Authority.

With the priority of safety and preventing further decay, Van Buren County Land Bank Authority will be completing stabilization activities, which may include, but is not limited to, debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration, including asbestos containing material abatement, water mitigation, and meet local exterior property maintenance requirements including re-installation of egresses. All work is to be completed in compliance with all federal, state, and local laws, regulations, and ordinances.

The subject building is a 100-plus-year-old building with two stories. The building has approximately 22 ft x 80 ft on each level. The building consists of brick bearing walls with a wood joist floor and framing. Floor framing consists of wood floor planks on 2" x 12" wood floor joists @16" on centers. The building includes a basement with stone-laid walls. The second floor contained residential units which are inaccessible. A structural assessment was performed this year by Abonmarche and is included as Attachment 3.

## Section 3: Scope of Work: Stabilization

Please see attached Structural Assessment from August 2025 and HMI from 2021 and comply with recommended repairs as noted as well as the following activities: General contractor to provide adequate safety, disposal of materials (per local and state regulations), building permit and stamped drawings/plans if necessary, and restroom facilities as needed on the job site. Water can be available, but the electricity is currently inactive through AEP. Abatement activities to happen as needed for stabilization work to occur following all requirements including recording and submitting waste manifests.

### 1. Openings – Doors & Windows

- **Objective:** Remove and dispose of existing, dysfunctional openings and install new doors and windows to ensure proper functionality and security.
- **Tasks:**
  - 1 ground level storefront, commercial door on the south/main street side
    - Full light, aluminum door
  - 1 upper level door on the north side and 2 main level doors on the north side
    - Metal door with partial side light
    - Remove and dispose of door and related material completely. Furnish and install new steel, prehung, insulated door as manufactured by Therma Tru, "Profiles" SERIES 24-Gauge #255HD or similar. New steel door to have a minimum 10-year warranty. Recommend northern climate energy star rated doors. Installation to include new weatherstripping, threshold, and lockset/deadbolt tandem keyed to each other.
    - Provide "GRADE 2" deadbolt and "GRADE 3" cylindrical lockset, or approved equal. New door to have a sill cover or adequately protect door sill during construction. New door to meet all current code requirements.
  - 2 Windows on the 2<sup>nd</sup> floor of north side, 3 openings on the east side of the building, 2 windows on south side, 11 windows on west side, examine other openings for damage and usability and replace if necessary
    - Furnish and install new double hung, stationary, sliding and awning PVC, thermopane replacement window unit as manufactured by Silverline #8500 or approved equal. Windows to have Low "E"/ Argon gas filled glass. New window to meet all current code requirements. Provide new full snap in screen unit. Recommend northern climate energy star rated windows.

### 2. Access & Stability

- **Objective:** Create a stable building (reference structural drawings and report attached by Abonmarche 2025)
- **Tasks:**
  - 2<sup>nd</sup> Floor framing needs to be attached to exterior wall with thru bolts and continuous angle (per report)
  - Build a supporting wall or system to support joists where necessary to complete other stabilization work
    1. Support floor to prevent damage to structure. Furnish and install new beam of adequate size to carry applied loads. Include adequate bearing for new beam including metal support columns and concrete footings as required to properly support beam. Work to be done to ensure proper structural integrity and meet all current code requirements.
  - Build and Frame in supports for basement stair (per report)
  - Insure 2<sup>nd</sup> floor is walkable and patch to create a level surface
  - Repair or replace basement support posts to be plumb and dry with no water damage
  - Build a new, code compliant, safe, structure for 2<sup>nd</sup> floor egress on north side

1. Furnish and install new pressure treated wood landing and new closed, raised pressure treated wood steps. Furnish and install new concrete footings , 2 inch x pressure treated wood beams and 6 inch x 6 inch .60 pressure treated support posts. Include new pressure treated floor system, sized per code, with 2 inch x pressure treated floor joists @ 16" oc, appropriate flashing, fasteners and anchors. Include new 5/4 inch x 6 inch pressure treated floor boards, installed using approved deck screws, flat side down with no space between boards. Include new pressure treated wood guardrail system with 2 inch x 2 inch pressure treated square spindles and 4 inch x 4 inch pressure treated wood support newel posts. Include new pressure treated wood closed, raised stair system with 5/4 inch x 6 inch pressure treated floor boards, pressure treated 1 inch x 8 inch (ripped to size) riser boards and pressure treated handrail system with 2 inch x 2 inch pressure treated square spindles and 4 inch x 4 inch pressure treated newel posts. Include 1 inch x 6 inch pressure treated vertical, enclosed landing skirting. All work to be done to ensure proper structural integrity and meet all current code requirements.
- Install gutters and downspouts with drains where necessary for water control to prevent further decay from water infiltration
  1. Furnish and install new 5-inch gutters, 3-inch downspouts, and 36 inch long extensions. Construct gutters and downspouts of 0.027 gauge seamless aluminum. Provide watertight construction fastened securely to structure.

#### 4. Tuck Pointing

- **Objective:** Remove cracked, broken, and deteriorated mortar. Tuckpoint to provide a sound and watertight wall. Tool joints to match existing adjacent joints. Match color of adjacent mortar.
  - West – roof/parapet repair, base of wall and window openings
  - North – bricks at door and window openings, mortar cracks, and wood framing through wall
  - South – mortar connection between CMU and brick, cornice on top of building
    1. Special Care to be taken to repair and to repoint the south connections to the neighboring walls
  - Foundation walls – repair to make watertight
- **Tasks:**
  - Remove damaged or deteriorated mortar and/or bricks if necessary
  - Apply new mortar to joints.
  - Ensure the new mortar matches the existing mortar in color and texture.
  - Clean the surface to remove any excess mortar.

## Section 4: General Requirements

**Time of Work and Completion.** It is the Van Buren County Land Bank Authority's desire to have all services completed as soon as feasible. Therefore, the contractor should mobilize immediately following contract execution. This work should be finished within a maximum of twenty-four weeks of executing a contract.

**Safety, Security, and Maintenance of Project Sites.** The Selected Bidder shall be responsible for conducting all work in a manner that is protective of human health and the environment. The vendor is responsible for determining and providing its workers with adequate personal protective equipment (PPE), such as but not necessarily limited to respirators and protective clothing.

The Selected Bidder's operations shall not interfere with street traffic and shall be conducted to permit access to emergency vehicles and local right-of-way access to residences and/or businesses.

No restroom facilities are available on site. The Selected Bidder is responsible for determining access to restroom facilities or providing temporary/portable restroom facilities for its workers.

The Selected Bidder shall assume full responsibility for loss or damage to the sites during the entire stabilization period resulting from conditions and all other causes whatsoever due to the acts of neglect by the Contractor or any hired Subcontractors.

The vendor shall notify the Van Buren County Land Bank Authority immediately of any irregularities or changes in the scope of the work.

Before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the "governmental unit" is awarded, the proposed contractor, hereinafter referred to as the "principal contractor" shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond for a total of 100% of the base contract price which shall become binding upon the award of the contract to the principal contractor. Bonds will only be required if the contract amount exceeds \$50,000 to be in alignment with program and county policies. However, this requirement does not imply that bid prices are anticipated to be above \$50,000.

## Section 5: Specifications

This RFP identifies the requirements that are considered the minimum by Van Buren County Land Bank Authority. Specific details described within this RFP notwithstanding, it will be the obligation of the selected vendor to adhere to accepted industry standard methods and practices in completing work and to comply with such local and state laws and regulations as are applicable to this work.

**Bidder Submittals.** The vendor shall submit with their bid copies of all Michigan accreditation cards as issued by the Michigan Department of Labor and Economic Opportunity, for any contractor or subcontractor completing work. A proposed completion schedule for all requested services should also be submitted as part of the bid package. Insurance submittals are also required and discussed in Appendix A.

## **Section 6: Terms and Conditions**

The RFP is not an offer of contract. Receipt of a proposal commits neither Van Buren County Land Bank Authority to award a contract to any vendor, even if all requirements stated in this proposal are met, nor limits the Van Buren County Land Bank Authority's right to negotiate in its best interest.

Van Buren County Land Bank Authority reserves the right to contract a vendor for reasons other than the lowest price. Evaluation of bids may include factors such as price, qualifications, experience, and scheduling.

Expenses incurred in the preparation of proposals in response to this RFP are the bidder's responsibility. Expense plus percent or cost plus percent is not allowable.

No work performed by the Selected Bidder that is out of the scope of this RFP and/or as defined by the vendor's proposal will be reimbursed unless specifically authorized by the Van Buren County Land Bank Authority in writing.

The Selected Bidder, subcontractors, and their employees shall be considered independent contractors and shall not be deemed employees of the Van Buren County Land Bank Authority for any reason.

All proposals are subject to the Michigan Freedom of Information Act. Once the bids are opened, the information contained therein becomes freely accessible to the public.

All required documentation shall be received prior to payment to the Selected Bidder. Payment is anticipated to be NET 45 terms after receipt of the vendor invoice and all required supporting documentation.

See Appendix A for insurance requirements. Subcontractors will be required to maintain the same level of insurance.

## **Section 7: Site Inspection Prior to Bid and Proposal Requirements**

An optional, pre-bid walk through will be held for this project on November 10, 2025 @ 10am. Site access to the premises can be arranged for investigation by Amelia Barker-King at 269-823-3572 or [amelia@bartongroupllc.com](mailto:amelia@bartongroupllc.com) if the pre-bid walk time does not work.

It is Van Buren County Land Bank Authority's understanding that sufficient information is included within this RFP to inform bidding decisions, and a question-and-answer period has been included within the bidding process. Therefore, any misunderstanding of the project scope or level of effort required to complete the requested scope of work will not release the Selected Bidder from any responsibility outlined within this RFP. Change Orders will only be considered for the scope of work clearly outside the scope of this RFP.

The following shall be the minimum contents of the proposal: the completed Bid Form, identification of any subcontractors expected to be retained for the project, a copy of all applicable licenses/accreditations, proof of bid bond, and proof of insurance or a letter from the vendor's insurance company indicating insurance can be obtained in accordance with the specific terms identified in Appendix A.

Three physical, sealed copies of proposals, including attachments, must be delivered by 9:45am on November 21, 2025 to Van Buren County Land Bank Authority, Suite 101 located at 219 E Paw Paw St in Paw Paw..

Request for Proposal  
General Contractor – Stabilization Activities

Bids will be opened by the County and The Barton Group immediately following the submission deadline.

Bids will be considered by members of Van Buren County Land Bank Authority and the Barton Group. It is anticipated, but not required, that a bid decision will be made by December 1, 2025.

Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the County Treasurer unless requested by Van Buren County Land Bank Authority or its representative.

Questions regarding this RFP shall be submitted by email by November 11, 2025 and directed to Amelia Barker-King listed below:

Amelia Barker-King  
The Barton Group  
[Amelia@bartongroupllc.com](mailto:Amelia@bartongroupllc.com)

Responses to questions will be available on November 14, 2025, by the end of day.

**Section 8: Bid Form - Abatement and Stabilization for 5 W Main Street Hartford, MI**

The undersigned hereby declares that the instructions and specifications, including all appendices, have been carefully examined and that the windows, doors, foundation, tuck pointing, and structural sound framing for 5 W Main Street Hartford, MI, will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that Van Buren County reserves the right to reject any and/or all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of Van Buren County.

Bidding Company	
Address/City/State/Zip	
Phone and E-mail	
Authorized Representative/Title	
Signature	
Date	

General requirements and stabilization scope of work cost		
Abatement cost		
TOTAL BID	\$	
Proposed Completion Schedule (may be attached)		

Please check the following:

- I acknowledge that the work for stabilization will be furnished within a maximum of 24 weeks from executing a contract.

**Additional Questions required to complete the Bid Form. Information to be provided in a supplemental document.**

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information of the owner, president, managing partner, or CEO.
2. Please provide the name and work experience of the Project Manager you are assigning to this contract. This Project Manager will be the main contact for the county and will oversee contract compliance, timeliness, and work quality.
3. Attach any professional licenses/certifications of the company or employees assigned to this contract as applicable to this project.
4. Attach a list of proposed subcontractors. List of subcontractors (company name, address, phone, email, and all owner/principal name(s)) and the tasks for which they will be used. The VBLBA will determine whether each proposed subcontractor is eligible to do business on a federally funded contract and will inform the contractor if any are ineligible.
5. Has your company had a similar contract terminated for cause within the last three years? If yes, please explain.
6. Has your company received any violations in the last five years? If yes, please list and explain how the violations were resolved.
7. Please provide the names, phone numbers, and email addresses of at least three customers for whom you have completed similar services within the last five years. If possible, these customers should be government or public entities.
8. Attach a 5% bid bond.

I hereby state that I have the authority to submit this Proposal on behalf of the undersigned. I hereby state that I have not communicated with, nor accepted anything of value from, any official or employee of Van Buren County regarding this Request for Proposals.

This Bid is Presented By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized By (Printed Name/Title)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### Section 9: Non-Iran Business Certification

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, the County must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(E) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized By (Printed Name/Title)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Van Buren County Land Bank Authority

## Request for Proposal General Contractor - Abatement & Building Stabilization

(Openings, Foundations, Structure, and Masonry Restoration)

At:

5 W Main Street  
Hartford, MI 49057

### Addendum #1 - 11/17/2025

In original RFP, dated 10/31/25, responses were due on 11/21; currently, this RFP due date for proposals is delayed until further notice. Bidders will need more information and engineered drawings for the required egress and stairwell construction. Once drawings are complete, the stabilization RFP will be reposted and prospective bidders will be notified.

Please reach out to Amelia with The Barton Group with any questions. 269-823-3572

# Van Buren County Land Bank Authority

## Request for Proposal General Contractor - Abatement & Building Stabilization

(Openings, Foundations, Structure, and Masonry Restoration)

At:

5 W Main Street  
Hartford, MI 49057

### Addendum #2 – 2/20/2026

In original RFP, dated 11/3/25, responses were due on 11/21 and then delayed without a due date with Addendum #1 on 11/17/25. Please reference the original RFP dated and exterior stairway drawings as an attachment with further clarification.

The new bid due date is now: **03/16/2026 at 10am at the Van Buren County Land Bank Office**. Please reach out to Amelia at The Barton Group with any questions 269-823-3572. There is no physical access to the 2<sup>nd</sup> story unless a contractor rents a lift or uses a ladder at their own risk and expense. Visual inspections from the outside can occur, and there is no official pre-bid walk through.

## Scope of Work: Stabilization & Access February 2026

Please see attached stairway access drawings from WLP A/E and plan to construct as drawn.

General contractor to provide adequate safety, disposal of materials (per local and state regulations), building permit, and restroom facilities as needed on the jobsite. Abonmarche will provide guidance on their structural recommendations, and the stairwell plans are construction documents.

### 1. Openings – Doors & Windows

- **Objective:** Remove and dispose of existing, dysfunctional openings and install new doors and windows to ensure proper functionality and security.
- **Tasks:**
  - Follow original RFP instructions and requirements as well as further details in WLP's documents (1 ground level steel door with half lite on east side and 1 ground level half lite steel door on north side at slightly raised stairwell)
  - 1 upper level door on the east side into stair tower
    - Remove and dispose of existing door and related material completely. Furnish and install new steel, pre-hung, insulated door as manufactured by Therma Tru, "Profiles" SERIES 24-Gauge #255HD or similar. New steel door to have a minimum 10-year warranty. Recommend northern climate energy star rated doors. Installation to include new weatherstripping, threshold, kickplates, and push/pull hardware.
  - Replace two exposed openings on East side with windows with specifications from original RFP
  - Fill in obsolete, exterior door on west end of north side and two obsolete windows on north side with decorative, insulated metal panel
  - Replace three exposed, 2<sup>nd</sup> story openings (2 existing windows and 1 steel door) on north side with windows to match with specifications from original RFP

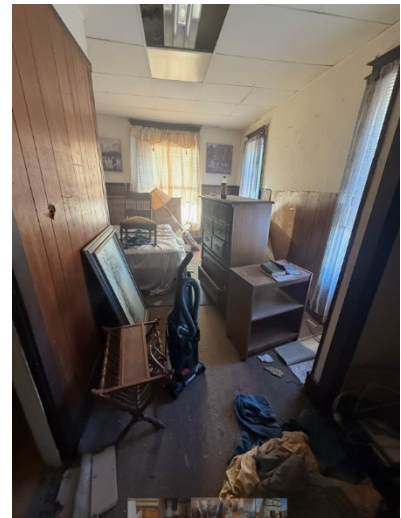


## 2. Access & Stability

- **Objective:** Create a stable building (reference structural drawings and report by Abonmarche 2025 and WLP A/E's stairway tower permit drawing set)
- **Tasks:**
  - Follow original RFP instructions
  - Follow WLP's construction drawings for the construction of a stairwell tower to access 2<sup>nd</sup> floor
    1. Electrical and HVAC to be installed as drawn
      - Keycard/fob access to be wired for stair tower exterior door
    2. Fire suppression to be installed as necessary per fire suppression subcontractor and local building authority

## 3. Junk Removal

- **Objective:** Create a safe work environment and a cleaned out space that will not attract mold, rodents or pests.
- **Tasks:**
  - Remove and recycle (when possible) appliances, household belongings, ruined cabinetry, obsolete ceiling grid, furniture, carpet, and other assorted items on both floors



### **Bid Form - Stabilization for 5 W Main Street Hartford, MI**

The undersigned hereby declares that the instructions and specifications, including all appendices, have been carefully examined and that the windows, doors, foundation, tuck pointing, and structural sound framing for 5 W Main Street Hartford, MI, will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least sixty (60) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that Van Buren County reserves the right to reject any and/or all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of Van Buren County.

Bidding Company	
Address/City/State/Zip	
Phone and E-mail	
Authorized Representative/Title	
Signature	
Date	

Cost to complete the general requirements and scope of work (including bond, insurance, fee, general conditions, supervision, and subcontractor work)	
5 W Main Street Hartford, MI	\$

#### **Please check the following:**

- I acknowledge that the work for stabilization will be furnished within a maximum of 24 weeks from contract execution
- I acknowledge that we are not listed on any governmentwide exclusion list and further have not been debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority. Further, I acknowledge that the VBCLBA will be conducting a search to confirm.
- I acknowledge that Davis-Bacon prevailing wages apply to the scope of this RFP and that a prevailing wage determination in accordance with statute requirements and original Appendix has been included as part of my bid pricing.
- I acknowledge receipt of Original RFP, Addendum No. 1 and Addendum No. 2.

**Additional Questions required to complete the Bid Form. Information to be provided in a supplemental document.**

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information of the owner, president, managing partner, or CEO.
2. Please provide the name and work experience of the Project Manager you are assigning to this contract. This Project Manager will be the main contact for the county and will oversee contract compliance, timeliness, and work quality.
3. Has your company had a similar contract terminated for cause within the last three years? If yes, please explain.
4. Has your company received any violations in the last five years? If yes, please list and explain how the violations were resolved.
5. Include a proposed, detailed work schedule.
6. Attach a list of proposed subcontractors. List of subcontractors (company name, address, phone, email, and all owner/principal name(s)) and the tasks for which they will be used. The VBLBA will determine whether each proposed subcontractor is eligible to do business on a federally funded contract and will inform the contractor if any are ineligible.
7. Attach a breakdown of the work cost (sworn statement estimate or separated by division or work category).
8. Attach a bid bond.

I hereby state that I have the authority to submit this Proposal on behalf of the undersigned. I hereby state that I have not communicated with, nor accepted anything of value from, any official or employee of Van Buren County regarding this Request for Proposals.

This Bid is Presented By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized By (Printed Name/Title)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Non-Iran Business Certification

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, the County must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(E) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

---

Company Name

---

Authorized By (Printed Name/Title)

---

Authorized Signature

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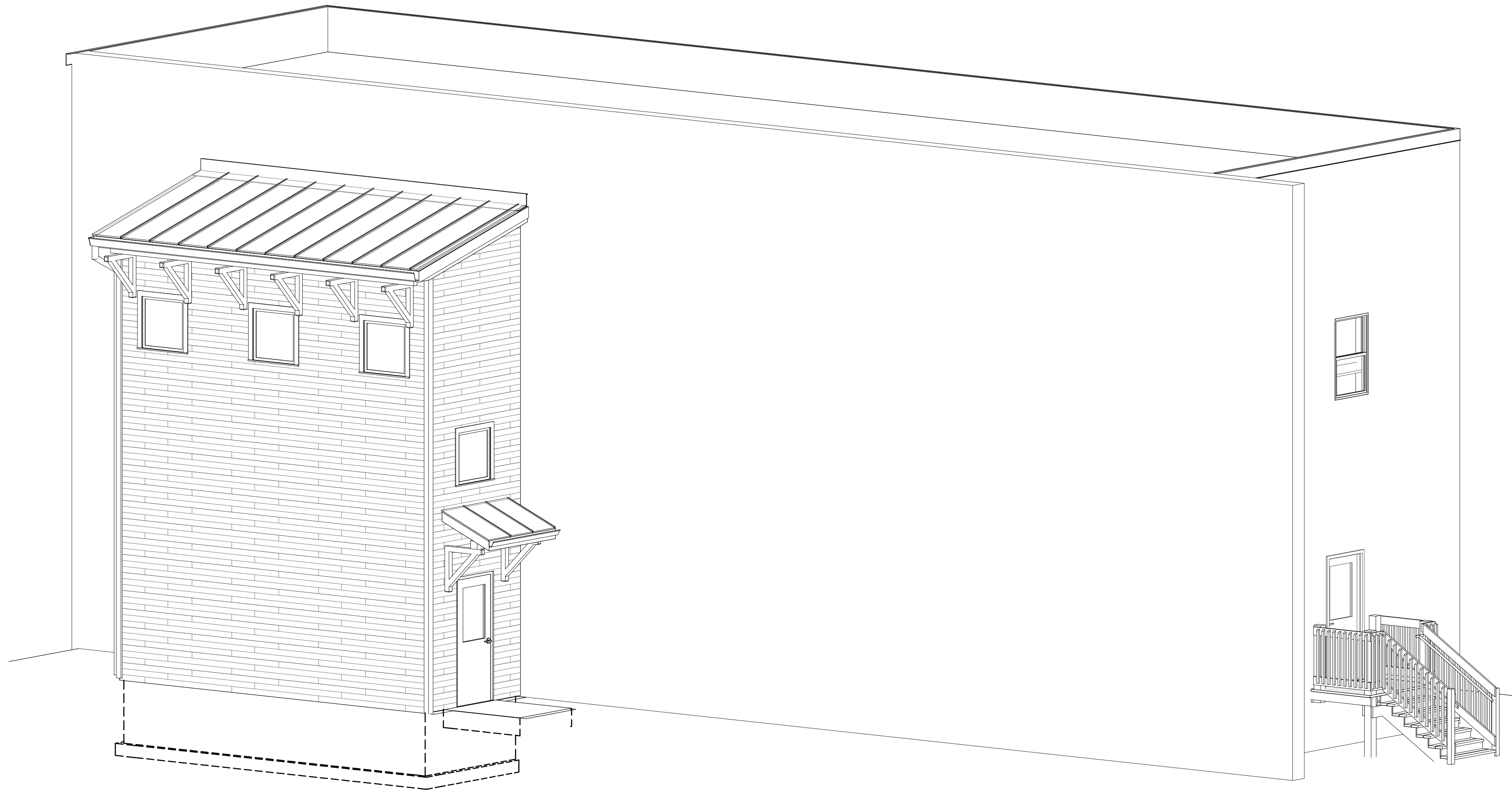
Date

Request for Proposal – Addendum #2  
General Contractor – Stabilization Activities

**Attachment 1 – WLP A/E Stairway & Access Permit Drawing Set**

# PROPOSED PROJECT FOR: Van Buren County Land Bank

5 MAIN STREET, HARTFORD, MICHIGAN



SHEET INDEX	
NO.	DESCRIPTION
T1.0	TITLE
CC1.1	CODE COMPLIANCE
A1.1	EXTERIOR ELEVATIONS
A2.2	STAIR PLANS
A2.3	DECK PLAN/ DETAILS
A2.4	STAIR SECTIONS/ DETAILS
S1.1	STRUCTURAL NOTES
S1.2	STRUCTURAL
ME2.1	M&E FLOOR PLAN

**WLP**  
ASSOCIATES  
3001 FULLER N.E., SUITE 1  
GRAND RAPIDS, MI, 49505  
PHONE: (616) 454-1740  
www.wlpae.com

Copyright - All Rights Reserved.  
These Drawings Remain The Property Of WLP Associates And Are For Uses Authorized By The Architect Only.

Building For:  
**VAN BUREN  
COUNTY LAND  
BANK**

**STAIR  
TOWER/  
DECK  
DETAILS**  
5 MAIN STREET  
HARTFORD, MI

ISSUED FOR	
DATE	DESCRIPTION

Revision Schedule		
No.	Date	Description

Drawn by: Author

TITLE

SCALE: AS NOTED

Sheet No.  
**T1.0**

Project No.  
**25-089**

**GENERAL NOTES:**

1. FIELD MEASURE AND VERIFY OR REVISE DIMENSIONAL INFORMATION TO THE EXTENT REQUIRED TO EXECUTE THE WORK REQUIRED ON THE CONTRACT DOCUMENTS.
2. UNLESS INDICATED OTHERWISE, INTERIOR WALLS SHALL EXTEND TO BOTTOM OF STRUCTURE.
3. UNLESS INDICATED OTHERWISE, FLOOR MATERIAL CHANGES SHALL OCCUR BENEATH DOORS OR THRESHOLDS.
4. UNLESS INDICATED OTHERWISE, ALL NEW AND EXISTING UNFINISHED EXPOSED TO VIEW MATERIALS AND SURFACES OCCURRING WITHIN AREAS OF RENOVATION SHALL RECEIVE A PAINT FINISH -- SEE SPEC.
5. WHERE RATED PARTITIONS ARE PENETRATED BY FIRE EXTINGUISHER CABINETS, WATER COOLERS, ELECTRICAL DISTRIBUTION PANELS AND OTHER SIMILAR ITEMS, PROVIDE RECESS OF EQUAL RATING TO PARTITION.
6. WHERE OPENINGS IN INTERIOR PARTITIONS OCCUR (INCLUDING DOORS AND WINDOWS), CONSTRUCTION ABOVE OPENINGS SHALL MATCH ADJ. CONSTRUCTION IN FINISH AND FIRE RATING.
7. GENERAL CONTRACTOR IS TO VERIFY LOCATION OF ALL EMERGENCY AND EXIT LIGHTS WITH THE BUILDING OFFICIAL PRIOR TO INSTALLATION.
8. ALL SIGNAGE PROVIDING EMERGENCY INFORMATION, ROOM IDENTIFICATION AND CIRCULATION SHALL MEET BARRIER FREE DESIGN REQUIREMENTS.

**NOTE:**  
THE GENERAL CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY THE ARCHITECT/ ENGINEER IMMEDIATELY IF EXISTING CONDITIONS INVALIDATE THE DRAWINGS OR WHEN QUESTIONS ARISE REGARDING THE INTENT OF THE DRAWINGS.

S:\DWGSET\25089\_VBCLB\_Hartford Stair Tower\REV\BARTON GROUP\5TH MAIN STREET STACKED STAIR.rvt



ISSUED FOR	
DATE	DESCRIPTION

Revision Schedule		
No.	Date	Description

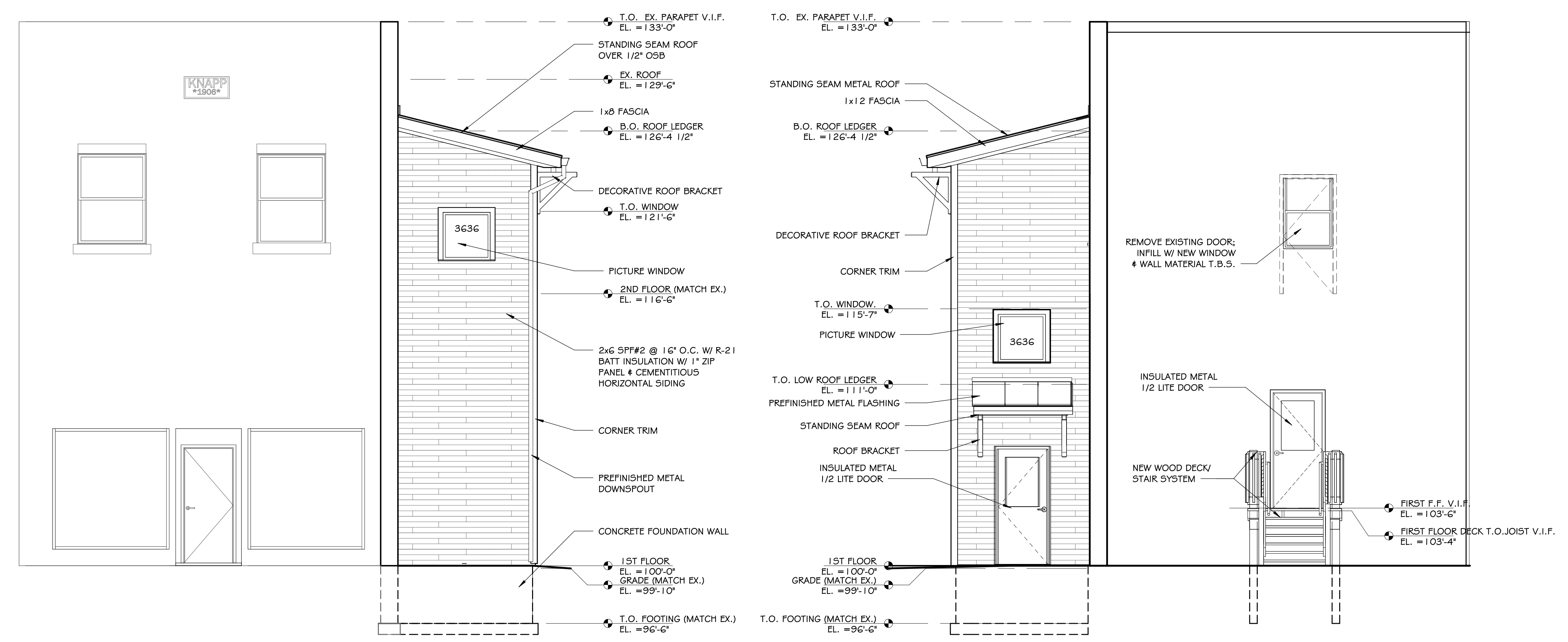
Drawn by: Author

**EXTERIOR ELEVATIONS**

SCALE: AS NOTED

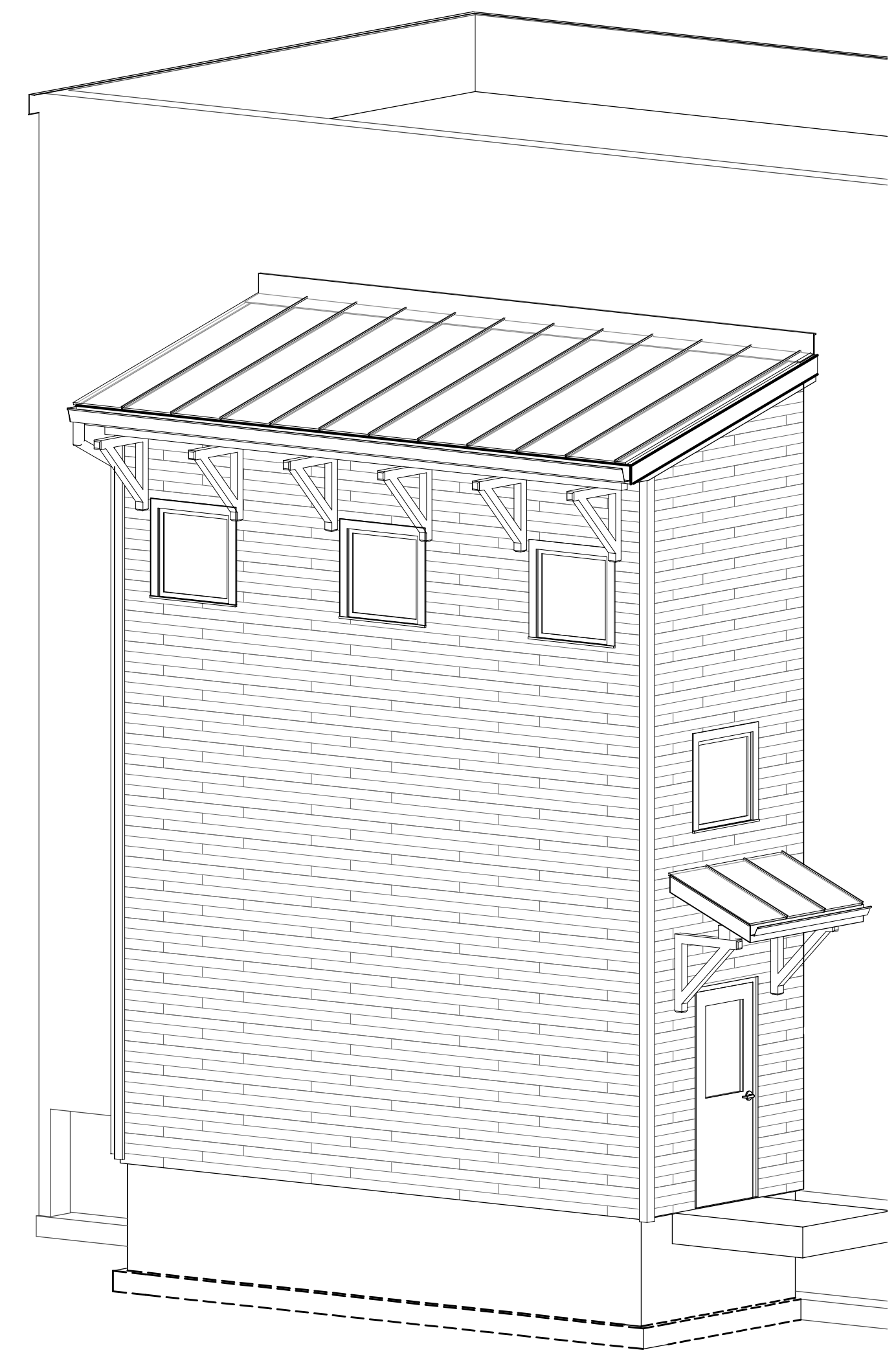
Sheet No.  
**A1.1**

Project No.  
**25-089**

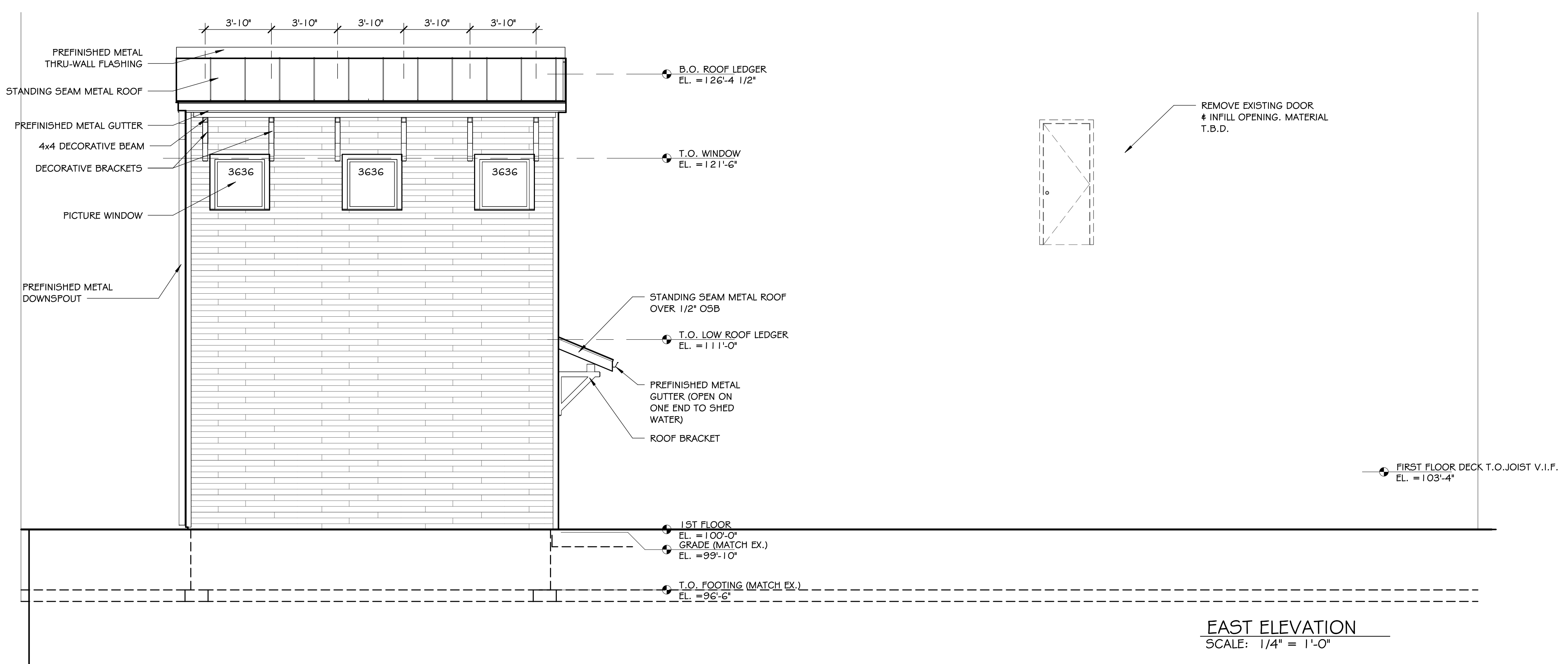


**SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"

**NORTH ELEVATION**  
 SCALE: 1/4" = 1'-0"



**4 STAIR TOWER AXON**  
 SCALE:



**EAST ELEVATION**  
 SCALE: 1/4" = 1'-0"

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ISSUED FOR	
DATE	DESCRIPTION

Revision Schedule		
No.	Date	Description

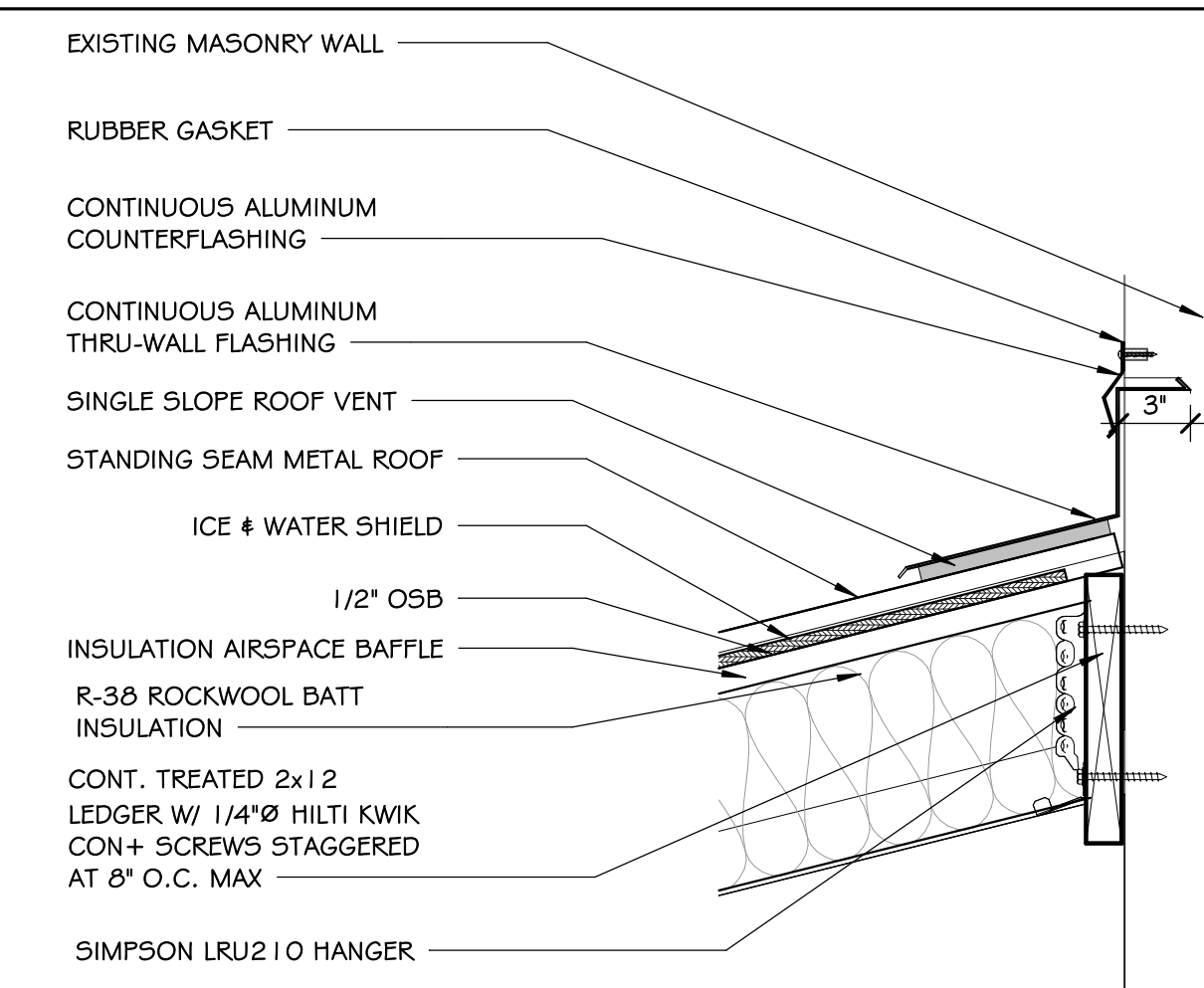
Drawn by: JCH

**STAIR SECTIONS/ DETAILS**

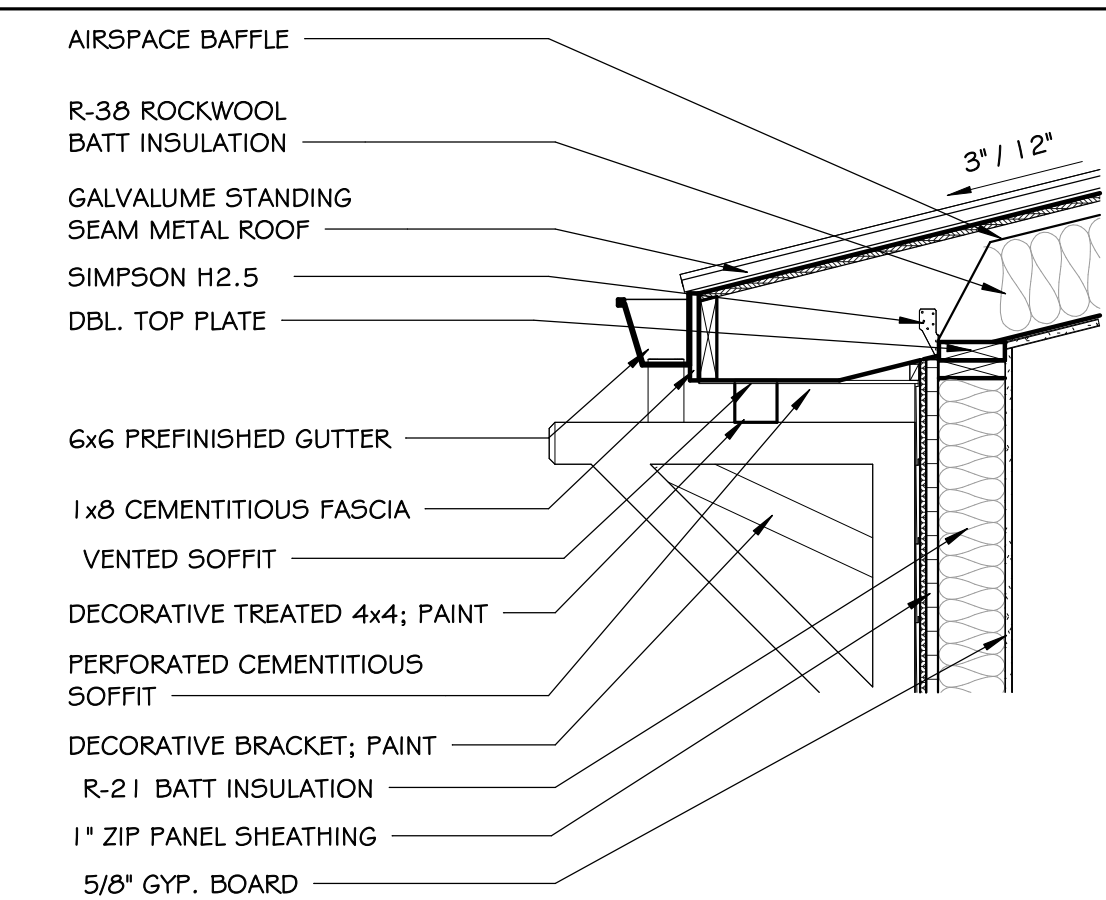
SCALE: AS NOTED

Sheet No.  
**A2.4**

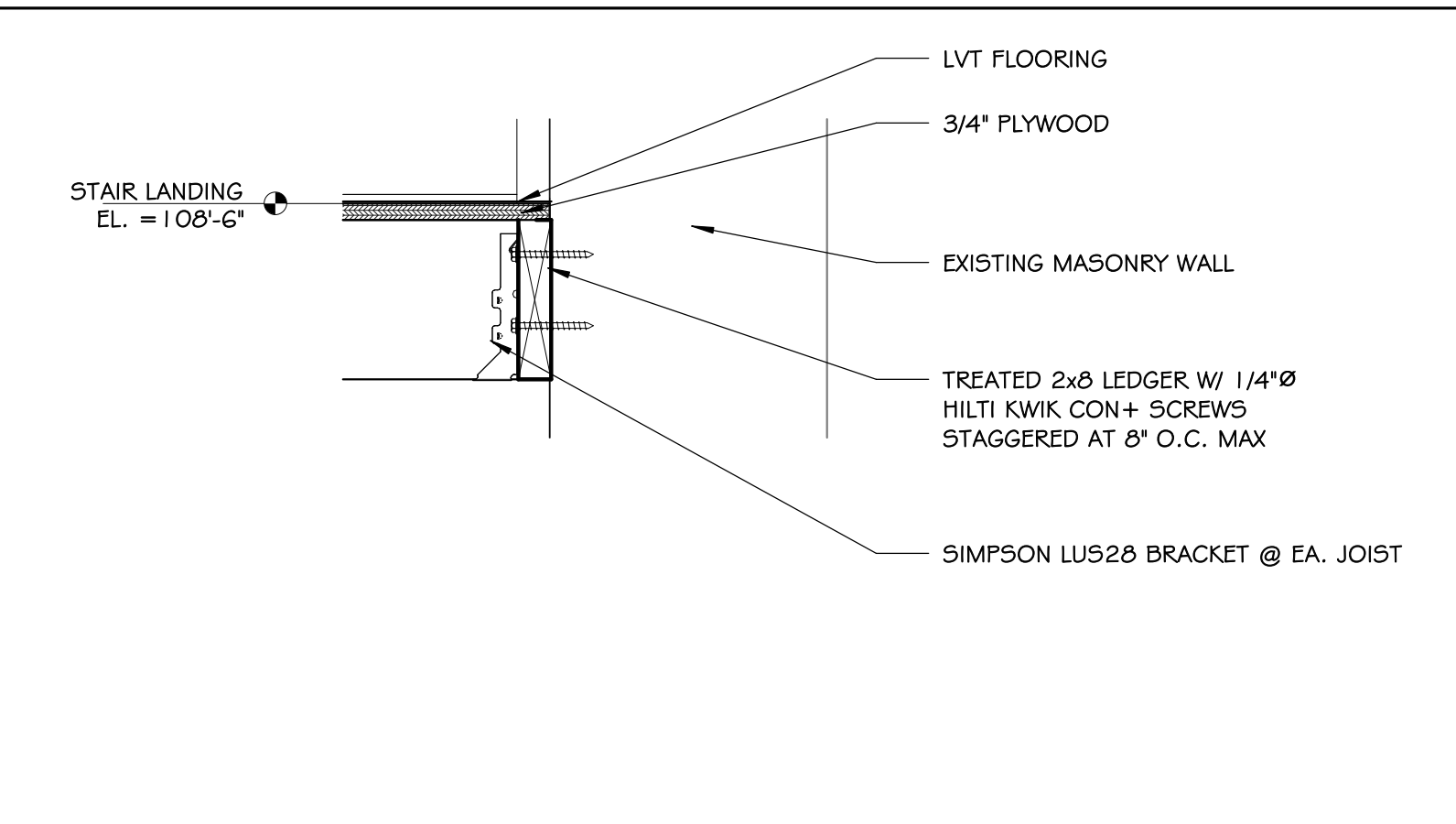
Project No.  
**25-089**



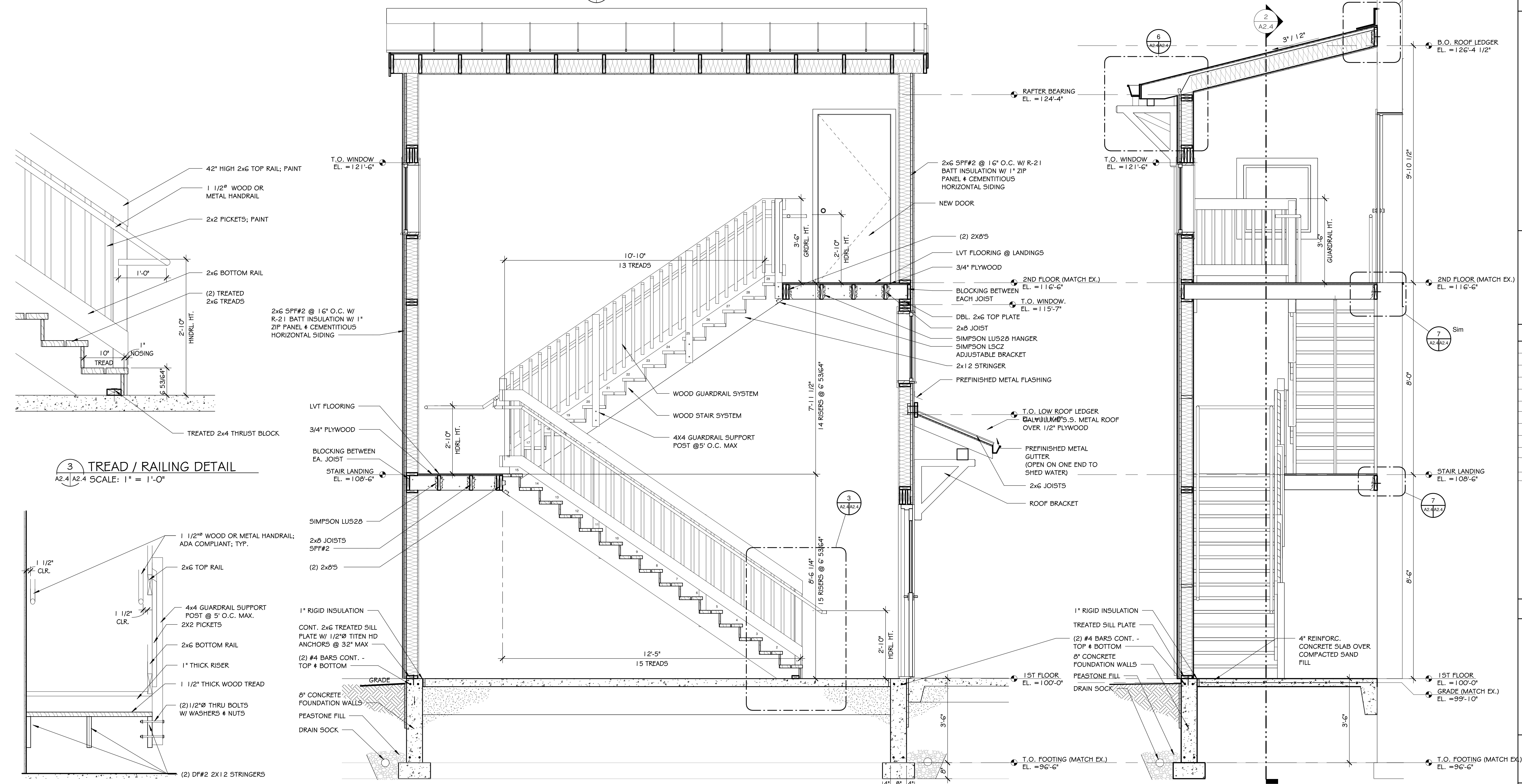
**9 ROOF TO EX. WALL CONNECTION**  
 A2.4/A2.4 SCALE: 1 1/2" = 1'-0"



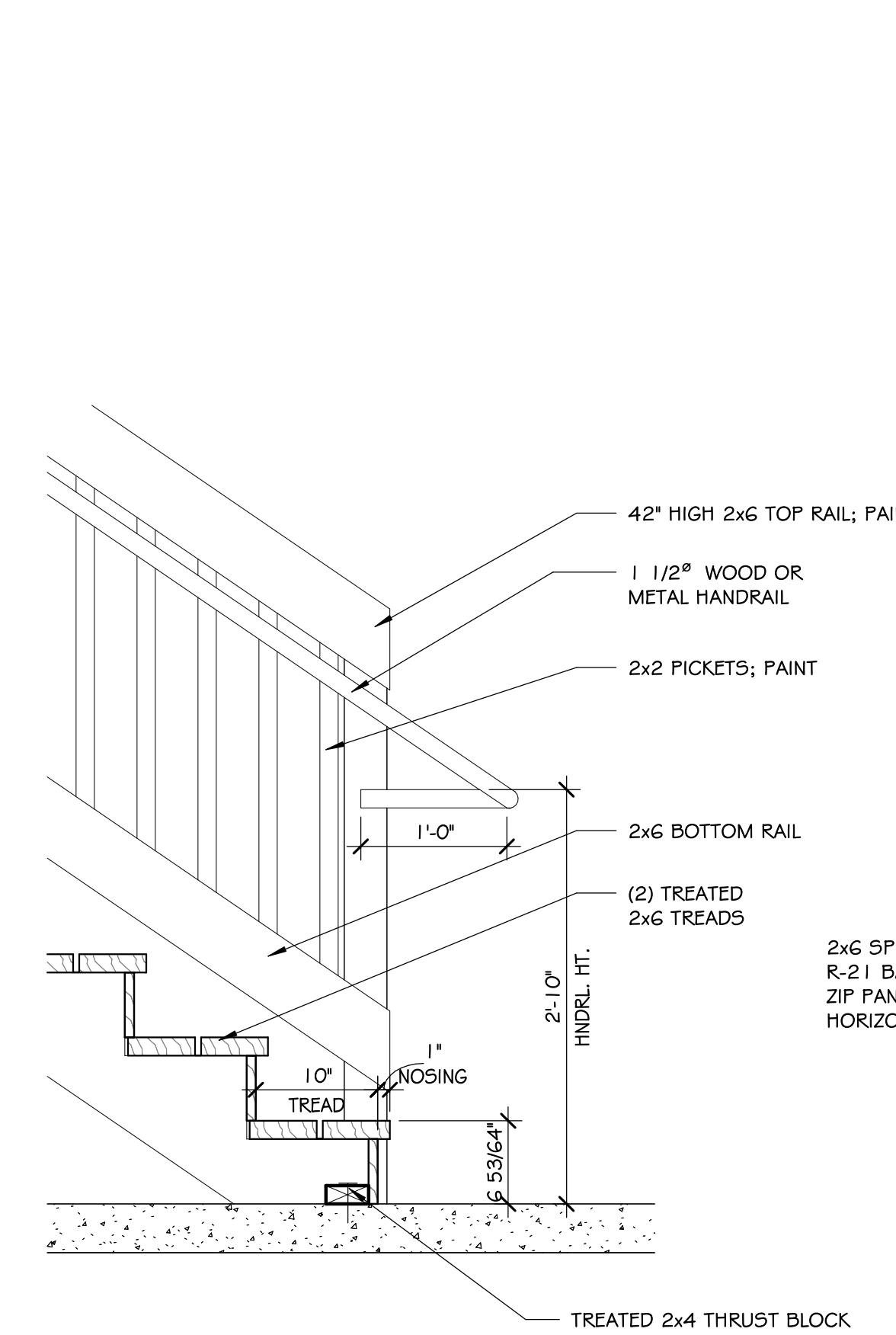
**6 ROOF JOIST TO WALL DETAIL**  
 A2.4/A2.4 SCALE: 3/4" = 1'-0"



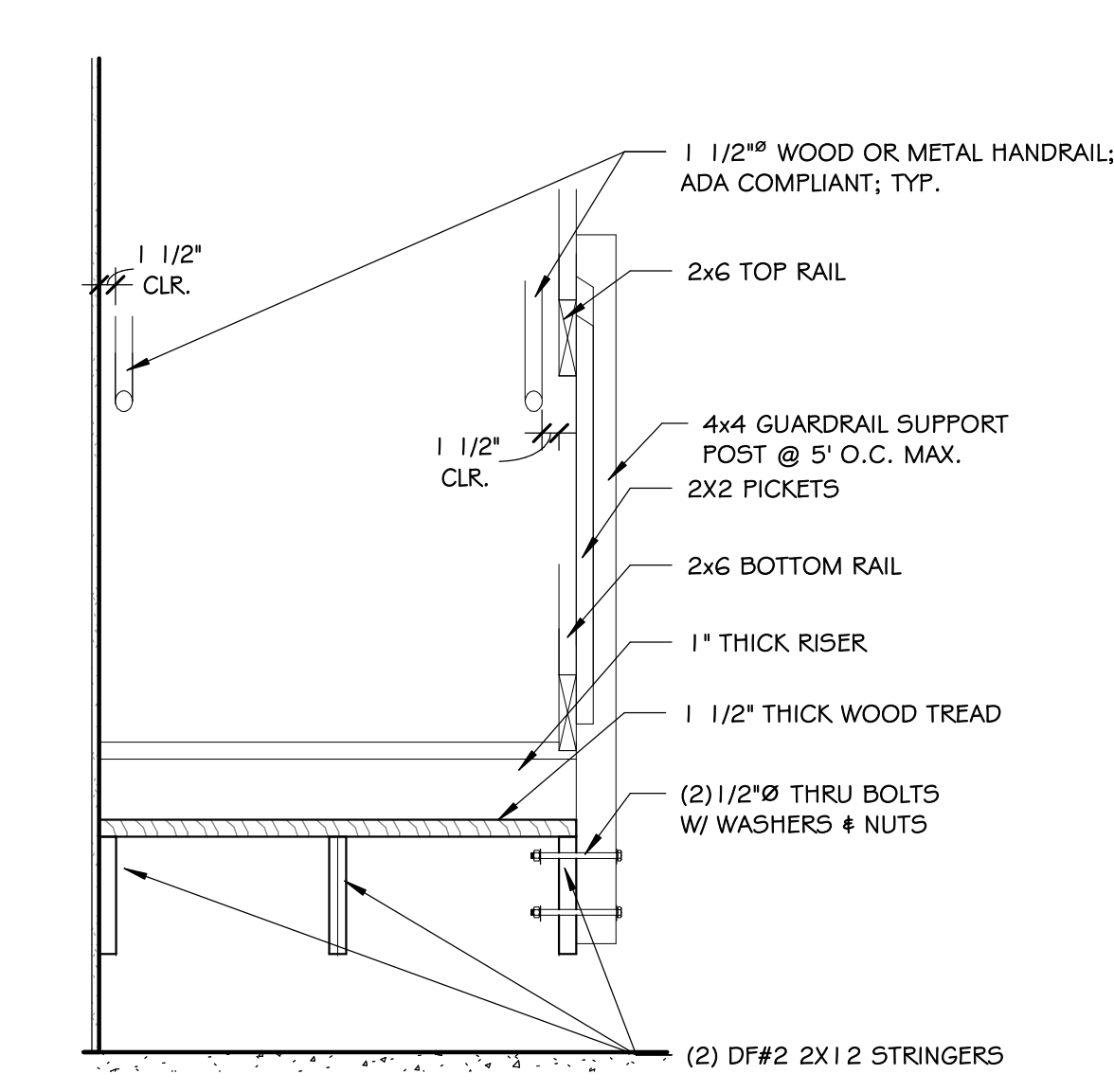
**7 LEDGER CONNECTION**  
 A2.4/A2.4 SCALE: 1 1/2" = 1'-0"



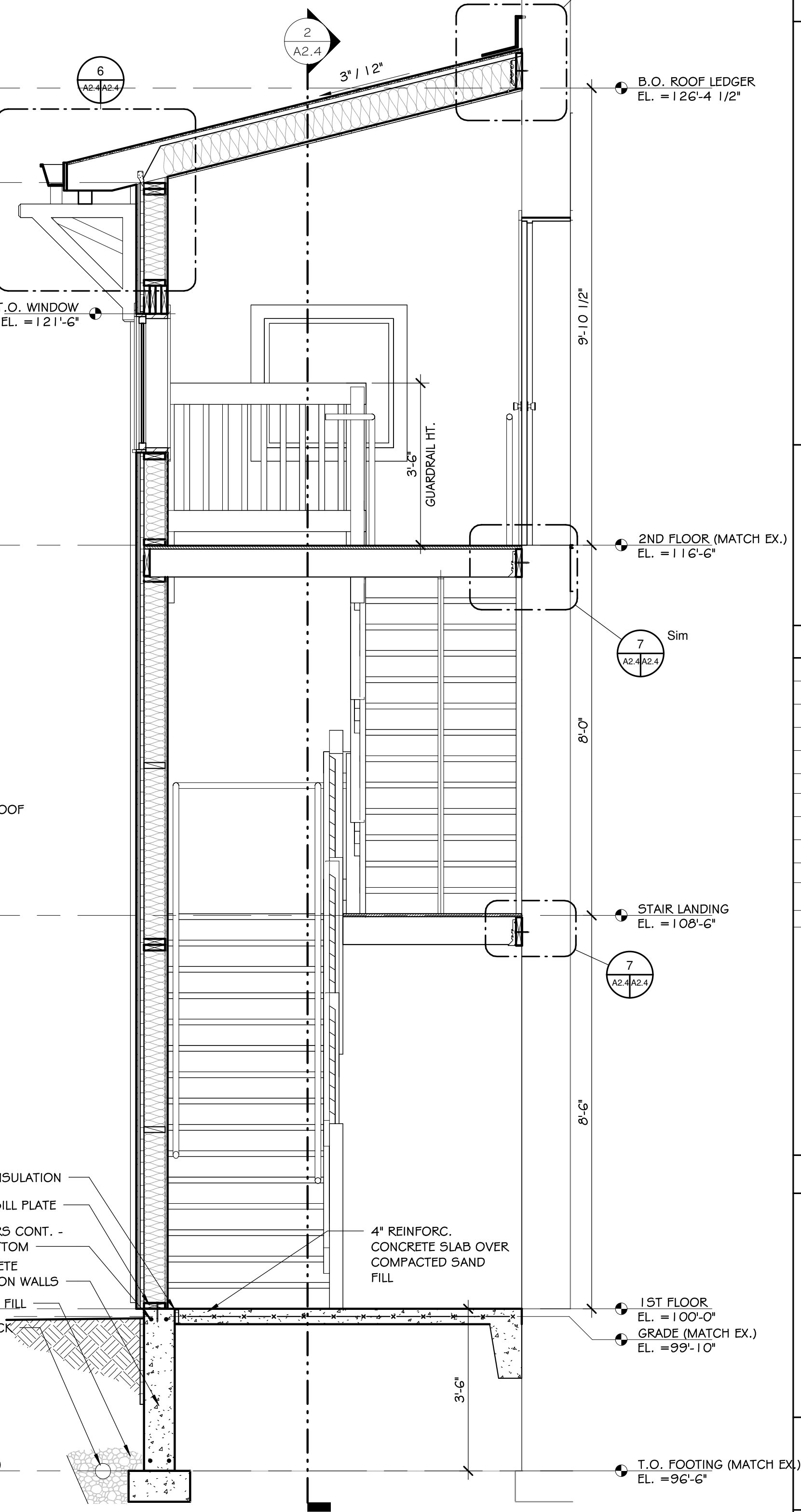
**2 STAIR SECTION B**  
 A2.2/A2.4 SCALE: 1/2" = 1'-0"



**3 TREAD / RAILING DETAIL**  
 A2.4/A2.4 SCALE: 1" = 1'-0"



**8 RAILING SECTION**  
 A2.2/A2.4 SCALE: 3/4" = 1'-0"

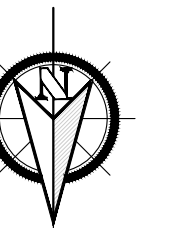


**1 STAIR SECTION A**  
 A2.2/A2.4 SCALE: 1/2" = 1'-0"

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**KEYED NOTES - ME2.1:**

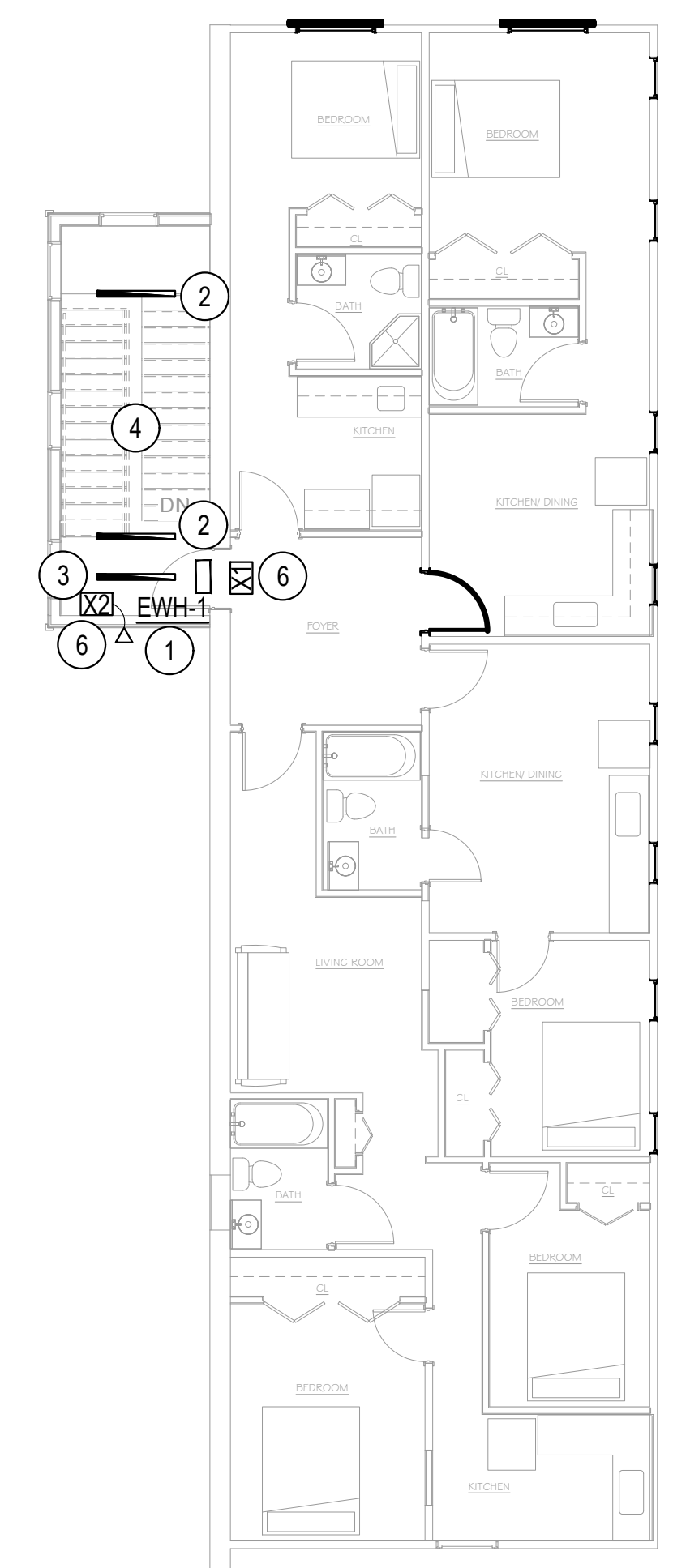
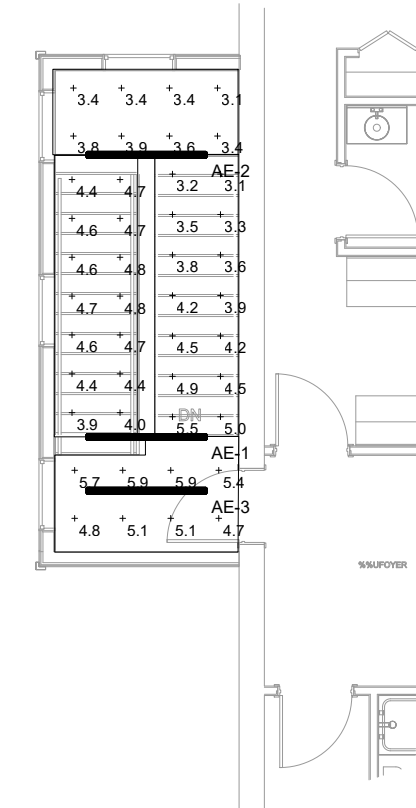
- MOUNT NEW ELCTRIC WALL HEATER ON EXISTING EXTERIOR WALL, BOTTOM TO BE ABOUT 18" ABOVE GRADE FLOOR, NEW WALL HEATER TO BE FAN FORCED HEATER, 1,500 WATTS, ARCHITECTURAL CABINET, INTEGRAL THERMOSTAT WITH SET POINT NO HIGHER THAN 60° F, HEATER TO BE ENERGIZED ONLY WHEN OUTSIDE AIR TEMPERATURE IS BELOW 45° F.
- SURFACE MOUNT LIGHT FIXTURES ON BOTTOM OF SLOPED ROOF, SEE ARCHITECTURAL PLANS, CONCEAL NEW WIRING WITHIN NEW CONSTRUCTION.
- MOUNT THIS FIXTURE TO BOTTOM OF UPPER LANDING, CONCEAL NEW WIRING WITHIN NEW CONSTRUCTION.
- CONNECT NEW FIXTURES AND EQUIPMENT TO EXISTING HOUSE PANEL, PROVIDE NEW BREAKER FOR NEW HEATING UNIT.
- PROVIDE EACH FIXTURE WITH INTEGRAL OCCUPANCY SENSOR AND 20W EMERGENCY BATTERY PACK.
- STANDARD EXIT SIGN WITH 90 MINUTE EMERGENCY BATTERY AT SECOND FLOOR EXIT DOOR, SAME WITH EXTERIOR REMOTE HEAD AT GRADE EXIT DOOR.

**GENERAL ELECTRICAL NOTES:**

- ALL WORK IS TO BE PERFORMED IN STRICT ACCORDANCE WITH 2021 MICHIGAN MECHANICAL CODE, THE 2021 MICHIGAN ENERGY CODE, AND THE 2023 NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
- THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL WORK, MATERIAL, AND LABOR TO ESTABLISH COMPLETE AND PROPERLY WORKING SYSTEMS.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, APPLICATIONS AND FEES AS MAY BE NECESSARY TO COMPLETE THE WORK.
- FINAL ROUTING OF ALL CONDUITS SHALL BE ESTABLISHED BY THE ELECTRICAL CONTRACTOR IN COORDINATION WITH THE WORK OF ALL OTHER TRADES.
- FIELD MOUNTED DEVICES SUCH AS SWITCHES, MOTOR STARTERS, RECEPTACLES, ETC., ARE SHOWN IN THEIR APPROXIMATE LOCATIONS UNLESS NOTED TO THE CONTRARY ON THE PLANS. COORDINATE EXACT LOCATIONS BASED ON ACTUAL FIELD CONDITIONS.
- ALL POWER WIRING SHALL BE STRANDED COPPER CONDUCTOR WITH THHN INSULATION RATED 600 VOLTS. MINIMUM WIRE SIZE, #12 AWG.
- INCREASE WIRE SIZES NOTED ON PLANS OR IN SCHEDULES AS REQUIRED BY CODE FOR LONG RUNS.
- USE RIGID PVC CONDUIT WHERE BURIED IN CONCRETE, MASONRY, OR OUTDOORS.
- THE ELECTRICAL CONTRACTOR SHALL PROPERLY GROUND ALL SYSTEMS AND EQUIPMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE.
- ALL MATERIALS AND EQUIPMENT PROVIDED FOR THIS PROJECT SHALL BE NEW AND UL APPROVED FOR THE INTENDED USE.
- THE CONTRACTOR SHALL PERFORM ALL REQUIRED TESTING OF ALL ELECTRICAL SYSTEMS.

Symbol	Code	Usage	QTY	Manufacturer	Listing Number	Description	Notes	Quantity	Location	LT	RT
I	AE		1			1500W Electric Wall Heater	See Note 1	1	100	5.25	10.50

Room	Area	Perimeter	Volume	Notes
Living Room	12.0	36.0	36.0	
Dining Room	12.0	36.0	36.0	
Kitchen	12.0	36.0	36.0	
Bedroom	12.0	36.0	36.0	
Bathroom	12.0	36.0	36.0	
Hall	12.0	36.0	36.0	
Stair	12.0	36.0	36.0	
Garage	12.0	36.0	36.0	
Front Porch	12.0	36.0	36.0	
Back Porch	12.0	36.0	36.0	
Deck	12.0	36.0	36.0	
Roof	12.0	36.0	36.0	
Basement	12.0	36.0	36.0	
Attic	12.0	36.0	36.0	
Unfinished	12.0	36.0	36.0	
Other	12.0	36.0	36.0	
Total	120.0	360.0	360.0	



## **EXHIBIT C**



Date: 3/23/2026

To: Van Buren County Land Bank Authority  
Project: Hartford Building Stabilization  
Attn: Amelia Barker-King, Owner's Rep

We propose the following:

**Construction Scope of Services - Original RFP**

Elite to perform the scope of work described in the original RFP for Hartford Building stabilization.

\* Includes manpower, material, equipment, permits, liability insurance, and all applicable labor resources as related to prevailing wage requirements.

*\*Reroof was excluded from this proposal, due to the roof appears to have been recently replaced.*

*All work scope not identified or clarified on this proposal is excluded and will need to be coordinated and communicated to ensure our delivery meets the expectations of the owner.*

**Proposed Cost Breakdown - BASE PRICING**

ELITE Construction Scope:	\$ 146,092.00
ELITE General Conditions:	\$ 24,200.00
ELITE Fee:	\$ 20,435.04
<hr/> TOTAL Proposed Cost:	<hr/> \$ 190,727.04

**Clarifications:**

The proposal does not include any costs associated with any work outside of what is listed within this proposal cover.

ELITE's project team will ensure site documentation, communication, and coordination fall in line with the expectations of site safety standards.

Reroof is excluded.

North foundation wall waterproofing excluded.

Treated stairs excluded

Window replacement excluded

Included : \$75,000.00 allowance for tuck pointing and South Elevation Parapet roof repair, Structural tie backs, framing repairs at basement stairs, abatement excluding roof, Install1 new entry door on North Elevation. Close off 1 door on North Elevation. Change 1 door to a window on north elevation 2nd floor. New commercial entry door on South Elevation.

Thank you for the opportunity to submit our proposal. Our team is eager to support the success of your project. Please let me know if there is any questions or concerns with this submission.

Sincerely,

*Brian Roy*

ELITE Companies  
Vice President Constructors

Headquarters | 211 E Water St. | Ste 201 | Kalamazoo, MI 49007  
15 Carlyle St. | Ste 200 | Battle Creek, MI 49017  
(269) 917-1347 | elite-companies.com



Date: 3/23/2026

To: Van Buren County Land Bank Authority  
Project: Hartford Building Stabilization- Addendum 2  
Attn: Amelia Barker-King

This proposal is in reference to the following scope of work details. The totals below coincide with the scope requested for a complete turn-key project.

We propose the following:

**Construction Scope of Services - ADDENDUM #2**

Elite to perform the scope of work described in Addendum #2 for for Hartford Building stabilization.

\* Includes manpower, material, equipment, permits, liability insurance, and all applicable labor resources as related to prevailing wage requirements.

*All work scope not identified or clarified on this proposal is excluded and will need to be coordinated and communicated to ensure our delivery meets the expectations of the owner.*

**Proposed Cost Breakdown - BASE PRICING**

ELITE Construction Scope:	\$ 112,394.00
ELITE General Conditions:	\$ 14,100.00
ELITE Fee:	\$ 15,179.28
<hr/> TOTAL Proposed Cost:	<hr/> \$ 141,673.28

**Clarifications:**

The proposal does not include any costs associated with any work outside of what is listed within this proposal cover.

ELITE's project team will ensure site documentation, communication, and coordination fall in line with the expectations of site safety standards.

ELITE excludes project record documents, permits (facility modification), overtime, and owner contingency.

Siding was changed from fiber cement to vinyl. Add to change back to fiber cement \$1940

Fire protection scope is excluded proposal.

Electrical scope is excluded from proposal.

Drywall and insulation scope is excluded from proposal.

LVT Flooring scope is excluded from proposal.

Proposal includes New stair tower scope-(minus fire protection electrical, insulation and drywall.)

Includes new treated stairs to the North entry door.

Metal Roof is changed to Shingle Roof. Add to change back to metal roof \$17749

Windows were removed N/S elevation of stair tower.

Thank you for the opportunity to submit our proposal. Our team is eager to support the success of your project. Please let me know if there is any questions or concerns with this submission.

Sincerely,

*Brian Roy*

ELITE Companies  
Vice President Constructors

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