

**CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION**

FROM: Marsha Scheer, CDS Director

SUBJECT: Demolition of 2012 Moorhouse

SUMMARY & BACKGROUND:

The home located at 2012 Moorhouse was built in 1950. The Building, Electrical, Mechanical and Plumbing Inspectors entered the house with a search warrant on March 7, 2008. The kitchen and bathroom fixtures had been removed. The roof has leaks that allow water into the building and mold-like growth was starting to appear. The house was posted "DO NOT OCCUPY" at that time. Building Inspector Marc Howell entered the house in October; the mold has grown significantly. There has not been any effort to repair the house to habitable condition. The City Attorney filed the correct documents to permit the City to demolish this house. The house has been quit claim deeded to the City.

Bids were sought from eleven contractors in the spring; two bids were submitted. Council awarded the contract in July. Since that time, the successful contractor has withdrawn his bid. CDD advertised on MITN and received 2 bids.

- Cuda Construction \$6,275
- Beal Demolition \$6,700

NOTE: Cuda Construction proposed a "green" disassembly; materials that can be reused and recycled will not be sent to the landfill. Both bids are qualified on the attached spreadsheet. Insurance was received with the bids.

ATTACHMENTS: Circuit Court Demolition Orders
Demolition Bids
Demolition Spreadsheet

COUNCIL AGENDA DATE: November 9, 2009

CITY ATTORNEY REVIEW: P. Daniel Christ, 11-2-2009

FINANCE DIRECTOR REVIEW: JCHubanks, 11/2/2009

CITY MANAGER APPROVAL: Robert J. Bruner, Jr.

COMMENTS:

RECOMMENDED ACTION:

Moved by, seconded by, to award the demolition contract for 2012 Moorhouse to Cuda Construction in the amount of \$6,275, charged to 101-371-806, to authorize the Mayor to sign the contract, and to direct the Assessor/Treasurer to record the costs with the Oakland County Register of Deeds.

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

CITY OF FERNDALE, a Michigan
Municipal Corporation,

Plaintiff,

v

COUNTRYWIDE HOME LOANS, INC.
a New York Corporation,

Defendant.

OAKLAND
COUNTY

08-091107-CC



JUDGE RUDY J. NICHOLS
FERNDALE CITY v COUNTRYWIDE H

_____/

Hafeli Staran Hallahan Christ & Dudek, P.C.
By: P. Daniel Christ (P45080)
Attorneys for Plaintiff
4190 Telegraph Road, Ste. 3000
Bloomfield Hills, MI 48302
(248) 731-3080

_____ /

**ORDER OF DEFAULT JUDGMENT AND
TO DEMOLISH AND REMOVE BUILDING/STRUCTURE**

At a session of said court, held in the City of Pontiac, County of
Oakland, State of Michigan, on JUL 23 2008, 2008

PRESENT: HON. _____

RUDY J. NICHOLS

Circuit Court Judge

This matter having come on to be heard upon Plaintiff's Motion for Default Judgment and Order for Demolition and Removal of Building/Structure; the Defendant, Countrywide Home Loans, Inc., having failed to answer the Complaint, a Default having been entered;

Defendant having failed to appear for the scheduled Motion for Default Judgment; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant's property at 2012 Moorehouse, Ferndale, Michigan, constitutes a dangerous building/structure violating City of Ferndale Code, Section 6-95.

IT IS FURTHER ORDERED that the building/structure at 2012 Moorehouse, Ferndale, Michigan shall be demolished and removed by Defendant within twenty-one (21) days from entry of this Order.


IT IS FURTHER ORDERED that if Defendant fails to demolish and remove the building/structure at 2012 Moorehouse,, Ferndale, Michigan, act within twenty-one (21) days from the entry of this Order, Plaintiff, City of Ferndale, may demolish the building/structure at 2012 Moorehouse, Ferndale, Michigan, and all costs incurred by Plaintiff, City of Ferndale, shall become a lien on the property and added to the tax rolls, pursuant to MCL 125.541.

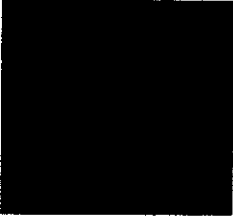
IT IS FURTHER ORDERED that this action is now closed, and this Order resolves the last pending claim and closes the case.

RUDY J. NICHOLS

CIRCUIT COURT JUDGE

JUL 23 2008

A TRUE COPY
RUTH JOHNSON
Oakland County Clerk - Registrar of Deeds
By  Deputy



To: Ms. Marsha Scheer
City of Ferndale
Community Development
Ferndale, MI

Re: Proposal for demolition of 2012 Moorehouse

Dear Ms. Scheer,

Cuda Construction is registered with the City of Ferndale and has been completing construction projects in the city for over five years. We are located in Oak Park and believe that the demolition of homes and buildings is the perfect opportunity to apply **Green Building** practices of *reuse and recycle*. Our enclosed proposal includes the use of *disassembling not demolition* to remove the structures. The weight loads of the debris removed from the home and the recycled material will be meticulously logged so you can see in good detail the final results.

Best Regards,
Nick Cuda
Owner
Cuda Construction, llc

23200 Sherman
Oak Park, MI 48237
Office 248-545-0108
Fax 248-543-4189
www.cudaconstructionmi.com



Disassembling Plan for Moorehouse Project

1. Removal of Previous Owners Debris

The removal of debris from the home will take place first. Cleaning the home of any non structural and previous owner debris.

2. Roofing from home and garage

- a. Removal of roof shingles and delivery to shingle recycling plant located in sterling heights
- b. Removal of tar paper for land fill.
- c. Removal of Roof sheathing. Any non damaged or molded sheets will be set aside for reuse or recycle.

3. Siding from home and garage

- a. Removal and recycling of aluminum siding and gutters
- b. Removal of garage siding that is painted plywood sheathing Since it is painted it can not be recycled. It will be stored for future reuse.

4. Doors and Windows

- a. Removal of all windows, if not salvageable, remove glass and metal and recycle
- b. Remove all interior and exterior doors, if not salvageable, then tear down for recycling

5. Plumbing and Electrical

- a. Remove all pvc and metal piping for recycling.
- b. Remove all faucets, sinks, and bathtub. Recycle all metal.
- c. Remove and separate any good standing vanities for Habitat for Humanity.
- d. Remove Toilets for recycling.

6. Front Deck

- a. Wolmanized decking will be removed for reuse.

7. Framing

- a. Remove all framing lumber for reuse. Any lumber under 2 feet will go directly to recycling.

8. Concrete

- a. Remove and recycle driveway, slabs, and concrete block

*CC is estimating 75% of building materials (in weight) will be recycled or reused

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2009

PRODUCER (248)723-1000
Howes & Associates Ins. Service
PHIL BARBER
988 South Adams
Suite 205
Birmingham, MI 48009

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CUDA CONSTRUCTION, LLC
23200 SHERMAN
OAK PARK, MI 48237

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HASTINGS MUTUAL INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ.JECT <input type="checkbox"/> LOC	8L9604525	05/06/2009	05/06/2010	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 1,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9688267	05/14/2009	05/14/2010	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

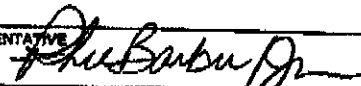
CERTIFICATE HOLDER

CITY OF FERNDALE
FAX 248 543 4189

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Cuda Construction, llc
23200 Sherman
Oak Park, MI 48237
p248-545-0108
f248-543-4189
office@cudaconstructionmi.com



Quality not Quantity

Client Info & Proposal

Date: 10/29/09

PROPOSAL SUBMITTED TO
**City of Ferndale
Community Development
300 E. Nine Mile Rd.
Ferndale, MI 48220**

JOB NAME & ADDRESS
**2012 Moorehouse
Ferndale, MI**

CUSTOMER PHONE:

CUSTOMER FAX:

Description:

Demolition of Residential Home for solicitation # ITB-MS-20091015.

GENERAL REQUIREMENTS OF CONTRACTOR • Maintain full insurance coverage from bid through final inspection. Submit Certificates of Insurance covering Worker's Compensation, Comprehensive and Liability insurances, listing the City of Ferndale as the named insured, with the bid. • The Contractor will be responsible for any and all damages done to property or properties, which are not in the scope of the demolition. • Acquire demolition permit. A refundable \$2500 bond is required. • Visual inspection for asbestos by independent third party per MIOSHA requirements. • Mobilize equipment, labor, materials, and tools necessary to complete demolition of structure and all accessory structures.

• Cap city sewer at property line. • Demolish/dismantle structure, discarding contents. • Remove standard footings to 42", slabs and underground plumbing. • Remove and dispose of all debris off site in to a licensed landfill or recycling facility. Manifest may be requested by City. • Provide clean fill dirt and grade site to conform to adjacent lots. Property shall no drain onto adjacent property. • Leave property in neat and orderly manner.

GENERAL REQUIREMENTS OF CITY • Ferndale DPW to perform inspection of the sewer cap.

• Building Department to perform inspection (weekdays between 9 am and 4 pm) of the cleared site before backfill within 24 hours of request by Contractor. • The City will inspect all work after completion of the demolition and approve the job before completing paperwork and scheduling payment during normal bill paying schedules by the City. No bills will be paid for uncompleted or unsatisfactory work. • The City will not be liable for any accidents in the performance of the work performed by Contractor • Cut and cap water line. • Provide electric and gas shut-off letters. Include gas retirement fee in bid.

CONDITIONS • Cost to repair city sidewalks damaged by Contractor will be retained from \$2500 bond. • There shall be no burial of materials on the demolition site by Contractor. • No burning of debris on site by Contractor.

EXCLUSIONS • Asbestos or hazardous material removal. • Tree removal. • Driveway removal within the public right-of-way. • Soil erosion fencing • Rodent control. • Grass seed or sod installation. • Outstanding water, sewer, tax bills.

RECYCLING PLAN: Disassembling this home will allow the full recycling of asphalt shingles, all metals, all wood framing, aluminum siding, all concrete and block, and the reuse of all good standing cabinets and vanities at Habitat for Humanity.

TOTAL PRICE: Six Thousand Two Hundred Seventy Five Dollars \$6275

10/30/09
M17
2:00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE Dominick Cuda

NOTE: This proposal may be withdrawn by us if not accepted within 6 months from date

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____



October 30, 2009

Ms. Marsha Scheer
Community Development Director
City Of Ferndale
300 E. 9 Mile Road
Ferndale, MI 48220

Re: Demolition. 2012 Moorhouse, Ferndale, MI.

Dear Ms. Scheer,

Beal Incorporated proposes to complete the demolition per site review at 2012 Moorhouse, Ferndale, MI.

Base bid demolition:.....\$6,700.00 *KW*
Six Thousand Seven Hundred & 00/100
Per specifications as listed at mitn.info

*MM
10/30/09
2:02PM*

Exclusions:

- Asbestos or hazardous material removal.
- Tree removal
- Driveway removal within the public right-of-way.
- Soil erosion fencing.
- Rodent control.
- Grass seed or sod installation.
- Outstanding water, sewer, tax bills.

We at Beal Incorporated are pleased to have this opportunity to be of service with regard to this project and look forward to working with you. Please feel free to contact me should you have any questions regarding this bid.

Sincerely,

Keith Norush, Estimator
Beal Incorporated

277 Gratiot, Suite 500
Detroit, MI 48226
Phone: 734.662.6133 x117
Fax: 734.662.5869

221 Felch, Suite 7
Ann Arbor, MI 48103
Phone: 734.662.6133 x 117
Fax: 734.662.5869

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Beal Incorporated**

as Principal, hereinafter call the Principal, and **Ullico Casualty Company**

a corporation duly organized under the laws of the State of **Delaware**
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Ferndale**

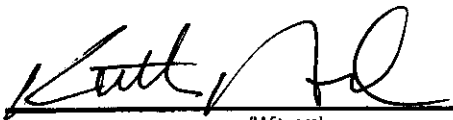
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Accompanying Bid _____ Dollars (\$ **5% of Bid** _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.


WHEREAS, the Principal has submitted a bid for
House Demolition
2012 Moorhouse

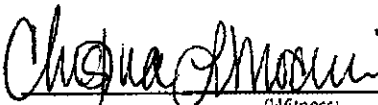
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this **30th** day of **October**, **2009**

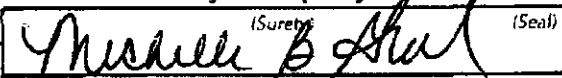

(Witness)

Beal Incorporated


(Principal) (Seal)
(Title)


(Witness)

Ullico Casualty Company


(Surety) (Seal)
(Title)

Michelle B. Graham, Attorney-in-Fact

ULLICO CASUALTY COMPANY

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That ULLICO CASUALTY COMPANY (the Company), a corporation organized and existing under the law, does hereby constitute and appoint:

William J. McNish; Michelle B. Graham; Lois Creed Brink; Suzanne M. Mocerri

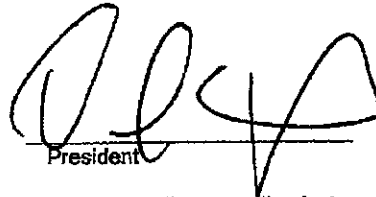
Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature hereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such Instruments(s) in pursuance of these presents, shall be as binding upon the said ULLICO CASUALTY COMPANY as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office. Use of the Company's seal is limited to execution of bonds, not to exceed \$2,000,000.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of the Amended Bylaws adopted by the Board of Directors of Ullico Casualty Company on November 17, 2006.

The President or shall have power and authority:

To execute bonds, mortgages and other contracts on behalf of the Company and cause the seal to be affixed to any instrument requiring it.

IN TESTIMONY WHEREOF, ULLICO CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 31st day of July, 2007.



President

On this 6th day of June, 2007 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the ULLICO CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

BETTY BROWN-ALSOBROOKS
Notary Public, District of Columbia
My Commission Expires April 14 2009

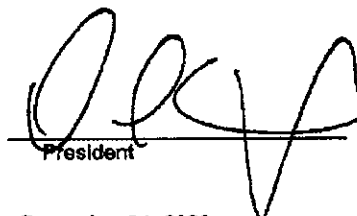


Notary Public

I, Daniel Aronowitz, President of Ullico Casualty Company, do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY executed by said Ullico Casualty Company, which is still in full force and effect and has not been amended or revoked.

30th

In witness whereof, I have hereto set my hand and affixed the seal of the Company on this day of October, 2009



President

This Power of Attorney Expires on December 31, 2009

Demolition Bid Analysis for 2012 Moorhouse.

CONTRACTOR	PHONE	ADDRESS	CONTACT	HOUSE	GARAGE	Permits	BOND	FILL	GRADE	REMOVE CONTENTS	INSUR.	SHUT OFFS	SHUTOFF GAS	CAP SEWER	WALK DAMAGE	ASBESTOS	ADD-ONS	TOTAL
Cuda Construction	248-545-0108	23200 Sherman, Oak Park, MI 48237	Nick Cuda	Inc.	Inc.	Inc.	Per Spec.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Per Spec.	Not Inc.	\$0	\$6,275.00
Beal Demolition	734-662-6133	277 Gratiot, Suite 500, Detroit, MI 48226	Keith Norush	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	Per Spec.	\$0	\$6,700.00

Per Chuck Tucker - include \$150 / flag of sidewalk if replacement is required.

Per Spec.- City requirement of the bid

Inc.- specifically specified in the bid

Not Inc.- specifically excluded in the bid