

BID DOCUMENTS

FOR

City of Owosso

2024 Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE)

**American Rescue Plan (ARP) &
Michigan State Housing Development Authority (MSHDA) Grant Project**



**CITY OF OWOSSO
301 W MAIN STREET
OWOSSO, MI 48867**

FEBRUARY 14, 2024

NOTICE TO BIDDERS

Sealed proposals will be received by the City of Owosso for the:

**2024 Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE)
American Rescue Plan (ARP) &
Michigan State Housing Development Authority (MSHDA) Grant Project**

Mail or deliver to:
Bid Coordinator, City of Owosso
301 W Main Street
Owosso, MI 48867

All bids shall clearly contain on the outside of the sealed envelope in which they are submitted:
2024 MI-HOPE GRANT PROJECT

Sealed bids will be accepted until **3:00 p.m. Tuesday, March 19, 2024** for the **2024 Michigan Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) Grant Project** at which time bids will be publicly opened and read aloud.

Major Items Include: The City of Owosso has received a grant through the Michigan State Housing Development Authority (MSHDA) to assist residential property owners within the City with energy-efficiency renovations.

Work could include any of the following: Roofing, Storm Doors/Exterior Doors, Windows, Insulation, Furnaces, Water Heaters, Exterior Security Lighting, Appliance Upgrades and/or Electrical Upgrades for eleven (11) homes within the city limits of Owosso.

All inquiries regarding this bid request must be submitted to Tanya Buckelew, Planning & Building Director at 989-725-0540 or email tanya.buckelew@ci.owosso.mi.us and received at least seven (7) days prior to the bid opening. The bidder can request the list of addresses, scope of work and schedule the on-site pre-inspections to gain entry into the homes.

This bid will be considered "All or None". "All or None" means that bidders are required to submit pricing for all items requested. Any proposal received that does not meet this requirement will be disqualified.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electrical bids (i.e., telephonic, FAX, etc.) are NOT acceptable.

The bidder agrees that if the City accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment, and tools necessary to execute the work at the price named in the bid proposal.

Hard copies of the proposal and specifications are on file and may be obtained for a fee in accordance with the City's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The City reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the City of Owosso.

INQUIRIES/ADDENDUMS

Addendums will be available on the City's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

1. PROJECT DESCRIPTION:

Exterior and interior renovations to residential homes within the City of Owosso

The City has worked with the property owners to develop a list of improvements that would benefit their home the most.

The total grant award for materials and labor	\$250,000
Maximum allowed per home	\$ 25,000

Due to the limits on funds available, the City is requiring the bid specify each address, description of work and costs. The City may not award portions of projects at certain addresses to ensure those limits are met.

There are eleven (11) homes to be included in this project.

No work can begin before APRIL 1, 2024, and all work is to be completed by DECEMBER 31, 2024.

2. The work to be done under these specifications shall include all labor, materials, equipment and services necessary to complete the residential renovation projects.

- a. Only the addresses provided to prospective Contractors are included in this grant program
- b. Each project scope is limited to the cost awarded, therefore only allowing the listed work to be completed
- c. State of Michigan Licensed Contractors only
- d. Secure building and trades permits (permits are at no cost)
- e. Inspections are required by the City's Inspectors (contact the City of Owosso Building Department to schedule)
- f. Before, during and after pictures are required
- g. Contractor is responsible for all clean-up of materials and equipment
- h. Contractor is to work with the homeowner regarding scheduling and completion of the project in a timely manner
- i. Proof of Liability and Worker's Compensation insurance with the City of Owosso named as additional insured must be filed with the City prior to commencement of work
- j. No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to renovate such buildings and structures in strict accordance with the contract.

3. SCOPE OF PROJECT

- a. The successful bidder should possess broad expertise in residential renovations
- b. The successful bidder should possess the ability to act as a general contractor
- c. Provide advice on matters and participate in the planning of projects related to the renovation project
- d. Create, review and revise renovation plans
- e. Prepare and submit necessary progress reports and invoices to the City
- f. Provide project management and inspections during the course of the renovations and provide any requested reports to the Building Department

- g. Provide other related services as requested by the City of Owosso as per the requirements of the MSHDA program

4. QUALIFICATIONS

- a. Proof of State of Michigan Builders/Trades License
- b. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project
- c. Ability to communicate and work effectively with the City of Owosso, its officials, administration, staff and consultants with respect to any of the services required
- d. Ability to work effectively with public agencies and officials
- e. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Owosso

5. HOURS OF OPERATION

Limit hours of operation to Monday through Saturday during the hours of **7:00 a.m. to 6:00 p.m.**

6. INSTRUCTIONS TO BIDDERS

- a. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the City.**
- b. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
- c. Bidders are requested to use the proposal form furnished by the City when submitting their proposals.
- d. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
- e. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- f. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the City copies of completed certificates of insurance naming the City of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the City.
- g. **The following items must be included with the bid response:**
 - 1. **Bid Proposal**
 - 2. **Signature Page & Legal Status/Acknowledgement of Addendum(s)**
 - 3. **Local Preference Affidavit**
 - 4. **W-9 Request for Taxpayer ID No. and Certification**
 - 5. **Contractor References**

7. BID ACCEPTANCE

- a. The City reserves the right to reject any or all proposals.
- b. In case of error in extending the total amount of the bid, the unit prices shall govern.

8. PAYMENT

- a. This is a grant project with the Michigan State Housing Development Authority (MSHDA).
- b. A cash advance is allowed to the contractor for materials.
- c. At 50% completion of the project (and full satisfaction of the City and the homeowners), 50% of the remaining contract balance is paid to the contractor.

- d. At the completion of the project (and full satisfaction of the City and the homeowners), the remaining balance of the contract is paid to the contractor.
- e. The City of Owosso is a flow through entity for the grant monies. Processing of payments may take about four (4) to six (6) weeks.

9. BID DEFAULT

In case of default by the bidder or contractor, the City of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

10. UNIT PRICES

Prices should be stated in units of quantity specified.

11. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

12. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

13. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the City of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

14. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

15. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the City and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the City copies of completed certificates, of insurance acceptable to the City naming the City as an additional insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar

insurance to protect the owners of premises on or near which construction operations take place.

- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:
 - Bodily injury and property damage liability:
 - Each occurrence: \$1,000,000
 - Aggregate: \$2,000,000
- d. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:
 - Bodily injury liability:
 - Each person: \$ 500,000
 - Each occurrence: \$1,000,000
 - Property damage liability:
 - Each occurrence: \$1,000,000
 - Combined single limit for bodily injury and property damage liability:
 - Each occurrence: \$2,000,000
- e. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the City. All such insurance must include an endorsement under which the insurer shall agree to notify the City immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- f. Reports - At the request of the City, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

17. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

**BID Proposal
2024 MI-HOPE GRANT PROJECT**

TO: THE CITY OF OWOSSO

Bidder must provide pricing for each address

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to repair residential homes as per the program guidelines following what is listed below at the prices to wit:

Address	Description of work to be completed	Material	Labor	Total Bid
	TOTAL BID			

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications.

The bidder may also propose additions to these specifications that they wish the City to consider, but the costs associated with these additions shall be stated separately.

SIGNATURE PAGE AND LEGAL STATUS

On behalf of _____, I hereby submit this proposal for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals, and waive any irregularities in the bidding process. The City may award this contract based on any combination of the total bid and/or alternates. The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by (Name of Firm):		
Legal status of bidder		
Please check the appropriate box and USE CORRECT LEGAL NAME		
<input type="checkbox"/> Corporation	State of Incorporation:	
<input type="checkbox"/> Partnership	List of names:	
<input type="checkbox"/> DBA	State full name:	
<input type="checkbox"/> Other	Explain:	
Signature of Bidder:		
Title:		
Signature of Bidder:		
Title:		
Address:		
City, Zip:		
Telephone:		
Signed this	Day of	2024
Bidder acknowledges receipt of the following Addenda:		
ADDENDUM NO:	BIDDER'S INITIALS:	

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The City of Owosso has a local preference policy for the purchase of goods and services as recorded in the City ordinance in section 2-349. "Lowest qualified bidder" defined.

The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner:

1. To the bid of any bidder which is neither a City-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a City-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the City limits which pays real and/or personal property taxes levied by the City.

The term "county-based business" shall be interpreted to mean a business other than a City-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a City-based business bidder to a non-City-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of subsections 1 and 2 within this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as an Owosso-based or county-based business.

AFFIDAVIT

In accordance with Section 2-349 of the Owosso City Code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the City to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Date

Authorized signature

Title

Company name

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line. Please see attached W-9 Request for Taxpayer Identification Number and Certification form for completion. Please find instruction for completion by visiting www.irs.gov/FormW9 for instructions and the latest information.

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work as identified in Bidder Qualifications.

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Date of Service:

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Date of Service: