



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**December 5, 2016**

**SUBJECT:** Approval of bid award to administer the 2016 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to Oakland Livingston Human Service Agency (OLHSA) in the amount of \$14,825.

**SUBMITTING DEPARTMENT:** Finance

**CITY MANAGER APPROVAL:** *[Signature]*

|                               |   |
|-------------------------------|---|
| <b>EXPENDITURE REQUIRED</b>   | <b>\$14,825</b>                           |
| <b>AMOUNT BUDGETED</b>        | <b>\$75,000</b>                           |
| <b>APPROPRIATION REQUIRED</b> | <b>\$74,126 (offset by grant revenue)</b> |
| <b>LINE ITEM NUMBER</b>       | <b>264-264.00-891.000</b>                 |

**BACKGROUND INFORMATION:** Each community receiving CDBG funds must bid public service contracts annually in order to comply with the grant's procurement guidelines. Two proposals was received this year and OLSHA was the low bidder. OLHSA's proposal includes a 20% program administrative fee (which is the maximum allowable under this federal grant). This fee is assessed on the actual construction cost of each project successfully completed by OLHSA. OLHSA began administering Novi's Minor Home Repair program back in July 2002. The total estimated allotted CDBG funds for Minor Home Repair is \$74,126 of which \$14,825 is administrative costs and \$59,301 are available for labor and materials.

**RECOMMENDED ACTION:** Approval of bid award to administer the 2016 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to Oakland Livingston Human Service Agency in the amount of \$14,825.

|                             | 1 | 2 | Y | N |
|-----------------------------|---|---|---|---|
| <b>Mayor Gatt</b>           |   |   |   |   |
| <b>Mayor Pro Tem Staudt</b> |   |   |   |   |
| <b>Council Member Casey</b> |   |   |   |   |
| <b>Council Member Burke</b> |   |   |   |   |

|                               | 1 | 2 | Y | N |
|-------------------------------|---|---|---|---|
| <b>Council Member Markham</b> |   |   |   |   |
| <b>Council Member Mutch</b>   |   |   |   |   |
| <b>Council Member Wrobel</b>  |   |   |   |   |



**CITY OF NOVI, MICHIGAN**  
**ADMINISTRATION OF**  
**CDBG MINOR HOME REPAIR PROGRAM**  
**PROPOSAL FORM**

We, the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

| Description                               | % of Total Amount | Amount              |
|---|-------------------|---------------------|
| Program Management/<br>Administration Fee | 20 %              | \$ 14825.20         |
| Labor & Materials                         | 80 %              | \$ 59300.80         |
| <b>TOTAL</b>                              | <b>100 %</b>      | <b>\$ 74,126.00</b> |

We acknowledge the following addenda: \_\_\_\_\_  
(please indicate addendum number)

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposal submitted by:**

Name (printed) Ronald Borngesser Title: Chief Executive Officer  
Company (Legal Registration) Oakland Livingston Human Service Agency  
Address 196 Cesaer E Chavez  
City Pontiac State MI Zip 48343  
Telephone 248-209-2605 Fax 248-209-2777  
E-mail ronb@olhsa.org

Signature *Ronald B. Borngesser* Date 10-31-16

PROPOSAL FOR ADMINISTRATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MINOR HOME REPAIR PROGRAM  
PY 2016

Presented to:

THE CITY OF NOVI

Proposal Presented by:

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY  
196 Cesar E. Chavez, P.O. Box 430598  
Pontiac, MI 48343-0598  
(248) 209-2600

Ronald B. Borngesser, Chief Executive Officer

CDBG MINOR HOME REPAIR PROGRAM  
FOR THE CITY OF NOVI  
PY2016

## INTRODUCTION AND BACKGROUND

For the past 52 years, the Oakland Livingston Human Service Agency (OLHSA) has carried out a wide array of programs to increase the self-sufficiency of and improve the quality of lives for low income households in Oakland and Livingston Counties. Among the programs provided are senior chore service, maternal and child health care, job training, energy and housing services, and preschool education. For the past 33 years, OLHSA has carried out energy and housing services such as heating assistance payments, weatherization, minor home repair, and major rehab, and more recently, first-time home buyer seminars, mortgage programs, financial management training, and affordable housing. These services have made OLHSA aware of the fact that as energy prices rise, and the state and federal resources are uncertain, additional local resources are needed to assure long term energy self-sufficiency and decent, safe homes for low to moderate income citizens.

Since 1972, OLHSA has weatherized over 17,304 homes in Oakland and Livingston Counties. Weatherization includes a whole-house energy audit, insulation of the attic, walls, and floor areas; major air sealing, and repair of windows, doors, and cracks in walls and ceilings, as well as a health and safety evaluation of the homes venting system and combustible appliances. Weatherization can also include repair and replacement of vent fan systems, furnaces, and hot water heaters, improving the health, safety, energy efficiency, and comfort of the home.

OLHSA has maintained and continues to work in a partnership with CLEAResult, Walker Miller/DTE Energy, and MCA administering the Energy Optimization (EO) program. This program is a direct benefit to all OLHSA clients, allowing them to receive additional energy efficiency improvements that would not be possible using just weatherization funding. These EO funds expand the number of households for whom we are able to provide upgraded furnaces, refrigerators, the installation of compact fluorescent light bulbs, and other energy saving devices.

OLHSA is proud to announce an updated initiative. Our Home Chore program that has been in service for over 21 years has expanded to become our Affordable Assistance Program. Through high-quality service provided at very competitive rates, Affordable Assistance makes life a little easier for our customers. Seniors living alone can increase or maintain their independence, busy families worry less about the little tasks, and others are simply grateful that someone else is doing the work. The best part is that the profit from Affordable Assistance goes straight to helping OLHSA provide the free services desperately needed by so many of our struggling neighbors. By hiring Affordable Assistance, customers are giving back to the community. The more work Affordable Assistance performs, the more people in-need OLHSA can help.

## CAPABILITY AND EXPERIENCE

Under its current PY2015 grant with Novi, OLHSA has completed 6 homes. There are another 6 units on a waiting list, showing the critical need for minor home repairs. In addition, during 2013-2015, OLHSA has leveraged over \$26,500 to provide weatherization services for homes in the Novi CDBG Minor Home Repair Program. OLHSA has been delivering high-quality Minor Home Repairs through the CDBG program to Novi residents for many years. Since 2002, OLHSA has served 186 households in Novi with more than \$651,500 for minor home repairs. These Minor Home Repair funds are used to improve the health and safety of homes and are used for repairs that are not



covered by other funding sources. By combining these funds with an additional \$280,000 in weatherization funds, these homeowners are now living in more comfortable and energy efficient homes, lowering their utility bills and helping them stretch their limited incomes even further, improving the lives of everyone in the family.

For the 2012-2013 grant year, OLHSA provided CDBG Minor Home Repair for Novi and West Bloomfield Township, as well as CDBG Minor Mobile Home Repair for Commerce Township, Oakland Township, and the Charter Township of Oxford. In these municipalities a total of 29 homeowners received minor home or minor mobile home repairs using grants totaling \$132,211, which also leveraged more than \$75,500 in weatherization funding. Of the families who received CDBG Minor Home and Minor Mobile Home Repairs, 54% included older adults, 27% included disabled persons, and 37% included children.

Beginning April 22, 2010, the federal government issued a new regulation (40CFR part 745, subpart E) regarding repair on homes containing lead-based paint. To be in compliance with this new regulation, additional work and involvement of certified inspectors and contractors is required. OLHSA's Community & Energy Services Division has taken the lead in lead inspection/risk assessment.

OLHSA has an inspection team that includes a certified lead inspector/assessor, a licensed builder, and an inspector with the Housing Quality Standards training provided by Michigan State Housing Development Authority (MSHDA). All inspectors are qualified state weatherization inspectors trained in the use of air quality and pressure diagnostic equipment and furnace testing equipment to assure the health and safety of every home receiving any services. Additionally all of OLHSA's auditors are Michigan Occupational Safety and Health Administration (MIOSHA) certified and have Green and Healthy Homes Initiative Certification.

The office personnel include oversight by Dayna Swindell, Community & Energy Services Director and Gary Warsecke, Associate Director of Weatherization & Community Services; inspection by Michael Smith, Energy Diagnostics Inspector; and business operations by Debbie Bennett, Program Support Coordinator and Dawn Rigg, Assistant Director of Administrative Services. OLHSA has a fully staffed financial department responsible for more than 70 different programs including many years of experience in a variety of CDBG programs both for the county and several municipalities.

OLHSA maintains full insurance coverage as an agency, including worker's compensation, general liability, automobile liability, and protective liability as required. In addition, all sub-contractors who provide weatherization and/or rehab services are required to maintain full insurance coverage. All contractors are required to complete the DOE Lead Safe Work Practices training and EPA Renovation Repair and Painting certifications.

Based upon past and current program activities, OLHSA can assure the effective and efficient delivery of CDBG funded minor home repair services, both in administration and technical applications.

## PROPOSED PROGRAM

OLHSA will provide minor home repair for between 11 and 12 homes in the City of Novi depending on the scope of services required at a cost from \$1,000 to \$5,000 (One thousand to five thousand dollars and no cents) per unit for a total contract of \$74,126.00 (including 20% for program management). OLHSA is familiar with all aspects of CDBG requirements, including client eligibility, contractor procurement, and financial and programmatic reporting, and will be in compliance with said requirements for the duration of the project. Where possible for eligible units, OLHSA will leverage funding from its weatherization program, including the Department of Energy Weatherization Assistance Program (DOE WAP).

All clients will be invited to participate in energy education classes offered by OLHSA. They will receive a comprehensive needs assessment through our Welcome Center, where they will be introduced to the variety of services provided by other departments at OLHSA, including Senior Aid Job Training, AIDS Support Services, and Emergency Needs Services, Maternal Health Advocacy, Head Start, Food Commodity Distribution, MSHDA Links to Homeownership (including Housing Counseling, Credit Repair, Financial Management and Economic Literacy) and other appropriate services.

## BUDGET

The following is a general breakdown of the minor home repair budget.

|                           |                     |
|---------------------------|---------------------|
| Program Management ( 20%) | \$ 14825.20         |
| Labor/Material ( 80%)     | <u>\$ 59,300.80</u> |
| TOTAL (100%)              | \$ 74,126.00        |

## CONCLUSION

OLHSA will effectively deliver a CDBG Minor Home Repair to low and moderate income residents of the City of Novi. By linking this program to the Department of Energy Weatherization Assistance Program as well as available utility and Department of Human Services Energy programs when applicable, these clients will receive the maximum benefit of energy cost saving and home repair services to provide healthy, safe, and decent homes for residents of the City of Novi. In addition, clients will be referred as needed to the wide range of services available through OLHSA's community services, senior and Head Start programs, providing a holistic approach for each household and family served.

OLHSA  
NOVICDBG.rfp

10/16DR

**Trustee**  
Paul Gambka

**Clerk**  
Debbie Hiller

*Township of Rose  
Oakland County  
Michigan*

**Trustee**  
Tish Trevino

**Trustee**  
Thomas Koop  
Diane Scholtz-Gold

September 9, 2013

City of Novi  
City Clerk's Office  
45175 W. Ten Mile Road  
Novi, MI 48375

**RE: Reference Letter of Experience with OLHSA and CDBG Minor Home Repair Program**

**Dear Sir or Madam:**

Rose Township Board of Trustees, is writing this letter of support for OLHSA, a Community Action Agency, for OLHSA's work with the Community Development Block Grant Program for Minor Home Repairs. Many of our residents have benefited from OLHSA's work in the Minor Home Repair Program, along with the other programs OLHSA is able to provide.

OLHSA has consistently been able to manage and administer the Minor Home Repair program for our homeowners. They adhere to the guidelines for securing well-qualified contractors to bid on the work required, while following all CDBG regulations and requirements.

When OLHSA provides Minor Home Repairs they also leverage many other services to help improved the health, welfare, safety, and comfort of our homeowners and their families.

**We strongly support OLHSA to receive funding to provide CDBG Minor Home Repair funding.**

Sincerely,

  
Paul Gambka  
Rose Township Supervisor



**CHARTER TOWNSHIP OF OXFORD**

300 Dunlap Rd.

P.O. Box 3

Oxford, Michigan 48371-0003

Phone 248/628-9787 Fax: 248/628-8139

September 10, 2013

City of Novi  
City Clerk's Office  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Reference Letter of Experience with OLHSA and CDBG Minor Home Repair Program

Dear Sir or Madam:

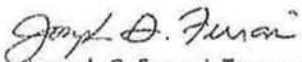
I, Joseph G. Ferrari, Oxford Township Treasurer, am writing this letter of support for OLHSA, a Community Action Agency, for OLHSA's work with the Community Development Block Grant Program for Minor Home Repairs. Many of our residents have benefited from OLHSA's work in the Minor Home Repair Program, along with the other programs OLHSA is able to provide.

OLHSA has consistently been able to manage and administer the Minor Home Repair program for our homeowners. They adhere to the guidelines for securing well-qualified contractors to bid on the work required, while following all CDBG regulations and requirements.

When OLHSA provides Minor Home Repairs they also leverage many other services to help improve the health, welfare, safety, and comfort of our homeowners and their families.

We strongly support OLHSA to receive funding to provide CDBG Minor Home Repair funding.

Sincerely,

  
Joseph G. Ferrari, Treasurer  
Oxford Charter Township



September 6, 2013

City of Novi  
City Clerk's Office  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Reference Letter of Experience with OLHSA and CDBG Minor Home Repair Program

Dear Sir or Madam:

We, Cathrene Behrens & Jerry Walker, are writing this letter of support for OLHSA, a Community Action Agency, for OLHSA's work with the Community Development Block Grant Program for Minor Home Repairs. Many of our residents have benefited from OLHSA's work in the Minor Home Repair Program, along with the other programs OLHSA is able to provide.

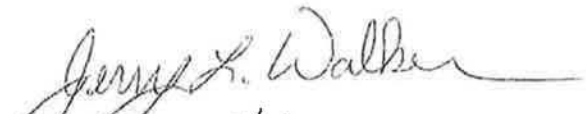
OLHSA has consistently been able to manage and administer the Minor Home Repair program for our homeowners. They adhere to the guidelines for securing well-qualified contractors to bid on the work required, while following all CDBG regulations and requirements.

When OLHSA provides Minor Home Repairs they also leverage many other services to help improve the health, welfare, safety, and comfort of our homeowners and their families.

We strongly support OLHSA to receive funding to provide CDBG Minor Home Repair funding.

Sincerely,

  
Village Clerk/Treasurer  
Holly, Michigan

  
Village Manager

**THE CHARTER TOWNSHIP OF COMMERCE**

**THOMAS K. ZONER**  
SUPERVISOR  
**VANESSA MAGNER**  
CLERK  
**SUSAN L. GROSS**  
TREASURER

2009 TOWNSHIP DRIVE  
COMMERCE TOWNSHIP, MICHIGAN 48390  
(248) 624-0110  
www.commercetwp.com

**TRUSTEES**  
**BOB BERKHEISER**  
**ROBERT J. LONG**  
**DAVID LAW**  
**RICK SOVEL**

September 6, 2013

City of Novi  
City Clerk's Office  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Reference Letter of Experience with OLHSA and CDBG Minor Home Repair Program

Dear Sir or Madam:

We, the Charter Township of Commerce, are writing this letter of support for OLHSA, a Community Action Agency, for OLHSA's work with the Community Development Block Grant Program for Minor Home Repairs. Many of our residents have benefited from OLHSA's work in the Minor Home Repair Program, along with the other programs OLHSA is able to provide.

OLHSA has consistently been able to manage and administer the Minor Home Repair program for our homeowners. They adhere to the guidelines for securing well-qualified contractors to bid on the work required, while following all CDBG regulations and requirements.

When OLHSA provides Minor Home Repairs they also leverage many other services to help improve the health, welfare, safety, and comfort of our homeowners and their families.

We strongly support OLHSA to receive funding to provide CDBG Minor Home Repair funding.

Sincerely,

*Janet Bushey*  
Janet Bushey  
CDBG Coordinator



# CERTIFICATE OF LIABILITY INSURANCE

OLHS-OA-01 RFULLER

DATE (MM/DD/YYYY)  
9/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |                                      |                |
|---|--------------------------------------|----------------|
| PRODUCER<br>The Huttenlocher Group<br>1007 W. Huron Street<br>Waterford, MI 48328                   | CONTACT NAME:                        |                |
|   | PHONE (A/C, No, Ext): (248) 681-2100 | FAX (A/C, No): |
|   | E-MAIL ADDRESS:                      |                |
|   | INSURER(S) AFFORDING COVERAGE        | NAIC #         |
|   | INSURER A : Citizens Insurance Co.   |                |
| INSURED<br><br>Oakland Livingston Human Service Agency<br>P.O. Box 430598<br>Pontiac, MI 48343-0598 | INSURER B : Allmerica Financial      | 10212          |
|   | INSURER C :                          |                |
|   | INSURER D :                          |                |
|   | INSURER E :                          |                |
|   | INSURER F :                          |                |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Professional Liab.<br><input checked="" type="checkbox"/> Physical/Sex Abuse<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | Z7B888493805  | 10/01/2016              | 10/01/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |           |          | AWB8884941    | 10/01/2016              | 10/01/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | U7B8884940    | 10/01/2016              | 10/01/2017              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below.   |           |          |               |                         |                         | PER STATUTE OTH-ER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$   |
| A        | Crime   |           |          | BDH1852398    | 10/01/2016              | 10/01/2017              | Employee Dishonesty 1,000,000   |
| A        | Crime   |           |          | BDH1852398    | 10/01/2016              | 10/01/2017              | Forgery 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Novi, it's officers, agents and employees are additional insured on the general liability as respects the operations of the named insured 30 days notice of cancellation-10 day notice for non payment

|   |   |
|---|---|
| CERTIFICATE HOLDER<br><br>City of Novi Carol Kallnovik<br>Purchasing Director<br>45175 West 10 Mile Rd<br>Novi, MI 48375-3024 | CANCELLATION<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.





cityofnovi.org

**NOTICE - CITY OF NOVI  
REQUEST FOR PROPOSALS**

**ADMINISTRATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MINOR HOME REPAIR PROGRAM**

The City of Novi is seeking proposals from qualified service agency providers to manage and administer a **Community Development Block Grant (CDBG) Minor Home Repair Program** for the 2016 Program Year beginning July 1, 2016. The program will provide minor home repairs to qualified low and moderate-low income residents of the City of Novi.

Proposals must include a detailed outline on how the program will be managed and administered.

Proposals will be funded with Community Development Block Grant (CDBG) funds and the administrator must be familiar with, and comply with, all applicable CDBG requirements. When awarded, the term length of the contract will be two (2) years.

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, November 10, 2016**, at which time proposals will be opened and read. Proposals shall be addressed as follows:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 Ten Mile Rd.  
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the proposing firm.  
**ENVELOPES MUST BE PLAINLY MARKED**

**"ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM"**

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti  
Purchasing Manager

Notice dated: October 13, 2016





October 13, 2016

Dear Service Provider:

The City of Novi is accepting proposals from qualified service providers to manage and administer a Minor Home Repair Program for qualified low- and moderate-low income residents of the City of Novi.

Proposals must include a detailed explanation of the proposer's ability to manage and administer the Minor Home Repair Program, capability of provider having available contractors and staff to do the work required, detailed cost and/or fees charged to run the above program, and reference letters of experience. This program will be funded with Community Development Block Grant (CDBG) funds; therefore, all CDBG program requirements will apply.

All proposals will be evaluated using the following criteria:

1. CAPABILITY – Provider's ability to have and maintain qualified contractors and staff on hand to do required CDBG minor home repair work. All repair work is to be completed in an efficient and well-organized manner.
2. EXPERIENCE – Provider's past experience regarding this type of administration of service will be considered under this criterion. Please include a minimum of three (3) reference letters of experience with proposal request.
3. FAMILIARITY (with CDBG requirements) – Provider's familiarity with the Community Development Block Grant (CDBG) program requirements and ability to comply with all CDBG required guidelines.
4. COST – Costs and/or fees charged by provider to manage and administer this CDBG Minor Home Repair Program to the residents of the City of Novi.

If you have any questions regarding this request for proposal, please contact me at (248) 347-0470 or [cjohnson@cityofnovi.org](mailto:cjohnson@cityofnovi.org).

Sincerely,

Carl Johnson  
Finance Director



**INSTRUCTIONS TO PROPOSERS**  
**ADMINISTRATION OF**  
**CDBG MINOR HOME REPAIR PROGRAM**

**COMPLIANCE**

The Agency shall comply with all applicable laws, ordinances, codes and regulations, of the Federal, State and local governments.

**DISCRIMINATION PROHIBITED**

The Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the City of Novi shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

**PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY**

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of the agreement. None of the funds, materials, property or services under the agreement shall be used in the performance of the agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations – lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

**GENERAL PROVISIONS**

A) Termination:

Either party may, at any time during the life of the agreement, terminate the agreement by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the City of Novi's obligation shall only be to reimburse the Agency for services actually rendered up to the point of notification of termination, or for services actually rendered (and not contracted for) during the period of notice of termination, after notice is served.

B) Hold Harmless:

To the fullest extent permitted by law, the Agency agrees to indemnify, pay in behalf of, and hold harmless the City of Novi, Oakland County Community Development, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the City of Novi and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the City of Novi and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by the contract.

C) Confidentiality

The use or disclosure of information by the City of Novi concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under the agreement. Such information shall not be used for any other purpose unless written approval is obtained from the Agency.

D) Disputes

The City of Novi shall notify the Agency in writing if its intent to pursue a claim against the Agency for breach of any terms of the agreement. No suit may be commenced by the City of Novi for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City of Novi at the request of the Agency, must meet with an appointed representative of the Agency for the purpose of attempting to resolve the dispute. The Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

E) Notices

Whenever provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

F) Insurance

The service provider is responsible for contracting with the appropriate licensed and insured contractors.

The contractor shall be responsible for providing insurance according to Attachment A.

G) Equal Employment Opportunity

The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

H) Copeland "Anti-Kickback" Act

The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)

I) Reporting/Monitoring Requirements

The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.

J) Patent Regulations

The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

K) Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

**SAMPLE AGREEMENT**

**COMMUNITY DEVELOPMENT  
BLOCK GRANT  
PUBLIC SERVICE CONTRACT**

---

**&**

**City of Novi**

**CONTRACT DURATION:**

Beginning Date: **July 1, 2016** Ending Date: **June 30, 2018**

This contract shall be effective for **two years** from the beginning date, subject to availability of funding, to the ending date of contract or when funding has been expended, whichever comes first.

**CONTRACT FUNDING SOURCES:**

Community Development Block Grant (CDBG) Program Year: **2016**

CDBG program management/administration fee: \$xx,xxx.xx

CDBG program labor & materials: \$xx,xxx.xx

Total CDBG Dollar Amount of Contract: **\$74,126.00**

**Section I. AGREEMENT**

This contract is made this day, \_\_\_\_\_,

Between \_\_\_\_\_, hereinafter designated as the "**Agency**",  
(name of Agency)

having its principal office at \_\_\_\_\_.

and, City of Novi, hereinafter designated as the "**Municipality**",  
(name of Municipality)

having its principal office at 45175 Ten Mile Road, Novi, MI 48375



## SAMPLE AGREEMENT

### Section II. PURPOSE

The purpose of this contract shall be:

To provide Minor Home Repair services utilizing designated Community Development Block Grant Funds in the amount of \$74,126.00

Minor Home Repair Programs are designed to help low to moderate income resident homeowners within the City of Novi complete more complicated home maintenance. Minor Home Repair Programs are subject to federal lead based paint regulations. Minor Home Repair jobs that require addressing lead based paint must be completed by certified lead abatement contractors. The contractor(s) doing these jobs must be licensed and carry liability, property damage and worker's compensation insurance in the kind and amount specified by the City of Novi. Minor home repairs include, but are not limited to the following:

1. Cleaning, adjusting and repair of furnaces
2. Testing of furnaces
3. Repair or replacing water heaters
4. Replacing garbage disposals
5. Replacing toilets
6. Replacing tub faucets, shower heads, laundry and kitchen faucets
7. Repairing water and waste lines
8. Rod sewer lines
9. Changing electrical services
10. Replace defective light fixtures
11. Install switches and light at entry ways
12. Replace defective wiring
13. Replace entrance doors
14. Repair or replace porch decks, stairs and handrails
15. Reinforce porches
16. Replace defective windows
17. Install storm doors
18. Install storm windows
19. Repair roofs, downspouts, gutters and siding
20. Repair chimneys
21. Clean chimneys
22. Paint interior and exterior (See lead based paint provisions)
23. Remove large items or large amounts of debris from in and around the home
24. Remove architectural barriers
25. Correct single code violations
26. Repair sidewalk and driveways
27. Replacing plaster/drywall on walls and ceilings
28. Connect residences to municipal water and/or sewer lines
29. Install battery operated or hard wired smoke detectors
30. One-time insect extermination

## SAMPLE AGREEMENT

Minor Home Repair Programs cannot exceed \$5,000. The exception is a one-item job that exceeds \$5,000 and does not affect any interior or exterior painted surfaces. Homes that require more work than \$5,000 or substantial improvements should be referred to Oakland County's Home Improvement Program.

All of these programs are designed to benefit low to moderate income resident homeowners within the City of Novi. To qualify a household for the Minor Home Repair Program, annual gross household income and ownership of the home must be verified and cannot exceed the Section 8 limits as established by the U.S. Department of Housing and Urban Development.

A file must be maintained for each applicant served under this program that contains an application, proper income/ownership verifications and all other necessary documentation required as proof of compliance with all applicable Federal regulations and Oakland County Community Development guidelines and requirements as established under the grant. These programs must be open to outside auditors and City personnel as required by federal regulation.

All Minor Home Repair projects must be competitively procured, based on Oakland County Procurement guidelines.

### SECTION III. THE AGENCY'S RESPONSIBILITIES

The **Agency** shall do the following:

- A) Receive and maintain records pertaining to the monies received in accordance with this agreement for a minimum of **seven** years from the completion of this agreement. Allow the County of Oakland, authorized City personnel, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representatives access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the municipality and Oakland County Community & Home Improvement Division a specific unit of measure chart for all services.
- C) Submit payment requests based on actual cost that include required supporting documentation upon completion of each individual project directly to the Finance Department.
- D) Provide management and personnel to adequately perform and administer the application review process, perform all necessary pre-inspections to determine scope of requested repair, award all Community Development Block Grant Minor Home Repair projects to qualified City of Novi applicants (applicant qualifications are to include, but not limited to, CDBG income verification for applicant based on previous year's income tax returns, home ownership verification that dwelling is applicant's primary residence), proper bidding and hiring of qualified and licensed contractors to provide minor home repairs to homes of qualified applicants, secure

## SAMPLE AGREEMENT

licensed lead contactors to do lead work, perform inspections during and at completion of minor home repair projects for each applicant, handle all complaints/concerns from applicants in a timely manner, comply with all CDBG Minor Home Repair Program regulations in addition to meeting all State and Local laws, ordinances, codes and regulations.

- E) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the City of Novi harmless from any and all such payments.
- F) Secure appropriate insurance coverage from Contractors in the kind and amount specified by the City of Novi (see Attachment A).
- G) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.
- H) Agency will comply with all CDBG regulations set forth by Oakland County, including but not limited to, completing all Historical Clearance Applications (when applicable), Direct Benefit Activity (DBA) Reports, Lead-based Paint Compliance Certification Forms (along with homeowner's signature on back of form stating they have received "Protect Your Family From Lead in Your Home pamphlet), Housing Rehabilitation and Minor Home Repair Environmental Review Forms, and taking photographs of the applicant's dwelling (if applicable) and submitting same to the City of Novi with each payment request.
- I) Oakland County Community Development Block Grant Procurement Guidelines shall be followed for bidding and awarding of all Minor Home Repair projects to qualified contractors. It shall be the Agency's responsibility to bid for contractors to do minor home repair improvements for applicants and properly award same. The Agency shall maintain a proper log of all bidding/awarding processes and submit all paperwork regarding process to City of Novi for CDBG auditing purposes.

### Section IV. THE CITY'S RESPONSIBILITIES

The City of Novi shall do the following:

- A) In consideration for service rendered by the Agency, the City will reimburse the Agency for the cost of administration and repairs for each minor home repair job upon completion of each job, receipt of a payment request that includes required supporting documentation from the Agency and receipt of payment by the County. The contract sum total is not to exceed the CDBG program year funding in the amount of \$74,126.00

## **SAMPLE AGREEMENT**

### **Section V. COMPLIANCE**

The agency shall comply with all applicable laws, ordinances, codes and regulations, of the Federal, State and local governments and all applicable CDBG requirements governing Minor Home Repair Programs.

### **Section VI. DISCRIMINATION PROHIBITED**

The Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

### **Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY**

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

### **Section VIII. GENERAL PROVISIONS**

#### **A) Merger or Integration:**

This agreement including attachment A, constitutes the entire agreement between the Agency and the City of Novi with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

#### **B) Modification, Assignment or Subcontracting Absent Prior Written Consent:**

No variation or modification of this agreement and no waiver of its provisions shall be

## SAMPLE AGREEMENT

valid unless in writing and signed by the duly authorized officers of the Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives are automatically incorporated into this agreement on the date designated by law, regulation or directive.

### C) Termination:

Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the City of Novi's obligation shall only be to reimburse the Agency for services actually rendered up to the point of notification of termination, or for services actually rendered (and not contracted for) during the period of notice of termination, after notice is served.

### D) Addendum

A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the municipality & the agency indicating exactly what is changing. Provide a notice to Oakland County Community & Home Improvement.

### E) Hold Harmless

To the fullest extent permitted by law, the Agency agrees to indemnify, pay in behalf of, and hold harmless the City of Novi, Oakland County Community Development, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

### F) Confidentiality

The use or disclosure of information by the Municipality concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless written approval is obtained from the Agency.

### G) Disputes

The City of Novi shall notify the Agency in writing of its intent to pursue a claim against the Agency for breach of any terms of this agreement. No suit may be commenced by the City of Novi for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City of Novi at



## SAMPLE AGREEMENT

the request of the Agency, must meet with an appointed representative of the Agency for the purpose of attempting to resolve the dispute. The Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

### H) Notices

Whenever under this agreement provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)

K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.

L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

### M) Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

**SAMPLE AGREEMENT**

AGENCY

MUNICIPALITY

Name: \_\_\_\_\_ Name: City of Novi \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Name: Robert J. Gatt \_\_\_\_\_

Phone \_\_\_\_\_ Phone #: 248-347-0456 \_\_\_\_\_

Address \_\_\_\_\_ Address: 45175 Ten Mile \_\_\_\_\_  
Novi, Mi 48375 \_\_\_\_\_

**IX. ACCEPTANCE**

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

AGENCY

MUNICIPALITY

Name: \_\_\_\_\_ Name: City of Novi \_\_\_\_\_

Officer Name: \_\_\_\_\_ Officer Name: Robert J. Gatt \_\_\_\_\_

Officer Title: \_\_\_\_\_ Officer Title: Mayor \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Witnessed: \_\_\_\_\_ Witnessed: \_\_\_\_\_

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



## SAMPLE AGREEMENT

### ATTACHMENT A

#### CITY OF NOVI INSURANCE REQUIREMENTS

1. The Agency shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$500,000** per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$500,000** (Five Hundred Thousand Dollars) each person and **\$500,000** (Five Hundred Thousand Dollars) each occurrence and minimum property damage limits of **\$500,000** (Five Hundred Thousand Dollars) each occurrence.
2. The Agency shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
4. All policies shall name the Agency as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.

The Commercial General Liability Insurance policy shall name the City of Novi, its officers, agents and employees as additional insured. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

Certificates of Insurance evidencing such coverage shall be submitted to City of Novi,

## **SAMPLE AGREEMENT**

Attn: Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Agency under this contract.