

**COMMUNITY ACTION
HOUSING REHABILITATION PROGRAM**

Bids due to Community Action
ATTN: BERNADETTE JOHNSON
175 Main St.
Battle Creek, MI 49014

DUE BY: 3:00 PM on Tuesday February 19th, 2019

**All bids must be in a sealed envelope, received by deadline,
Signed and dated or they will not be acknowledged**

SPECIFICATION AND WORK WRITE-UP FOR

Owner: Walters
Property Address: Battle Creek, MI 49017
Telephone: 269-
Date of Specification: February 7th, 2019

Austin Odisher
Community Action
Project Specialist
Phone: (269)-441-1610

Total Cost: \$ _____

Contractor: _____

Address: _____

Phone: _____

**Questions regarding Lead Specification should be directed to
Community Action**

**CONTRACTOR MUST ADHERE TO HISTORIC GUIDELINES IF STRUCTURE IS DESIGNATED
HISTORICALLY SIGNIFICANT!!**

PROGRAM GENERAL GUIDELINES

1. Right to Reject – Community Action reserves the right to reject any bid for any reason.
2. All construction work shall be performed in accordance with the State of Michigan Building, Plumbing, and Mechanical Codes, Electrical Codes and Local Zoning requirements as well as the Michigan Rehab Code.
3. All construction work shall be inspected and approved by the Current Governing Body Inspections Division, Property Owner(s), and the Community Action Project Specialist.
4. The awarded contractor shall be responsible for completion of each item specified in this work write-up. Any changes shall be authorized only by the initiation and execution by the owner(s) and a contractor, on a **formal CHANGE ORDER, which must be approved by the Community Action Project Specialist.**
5. **The contractor shall verify**, on the job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting this bid. There will be no Change Orders to prices based on any of the above precautions not taken prior to submitting bid.
6. The contractor shall immediately notify (verbally and in writing) the Rehabilitation Specialist of any discrepancies on the plans, working drawings, work write-up, and measurements or dimensions. The contractor shall be held responsible for all such verifications.
7. The contractor shall provide and install all necessary bracing to support and maintain the existing construction in a safe and undamaged condition throughout all phases of demolition, construction and/or reconstruction.
8. The contractor shall take any and all precautions necessary to ensure that fixtures and materials, which are temporarily removed during any phase of construction, are protected from damage, vandalism and/or theft. ***Damage to property caused by the contractor shall be repaired or replaced by the contractor at his/her own expense.***
9. There have been no soil tests taken on this site and, therefore, Community Action is not warranting or guaranteeing any responsibility regarding the bearing capacity of the soil and whether or not is sufficient to support the structure or design.
10. **The contractor shall be fully responsible for obtaining all necessary permits and licenses as required by the Local Inspections Division. Furnish copies of all permits with your final invoice to the Housing Rehabilitation Specialist, at Community Action Building, Plumbing, Mechanical, and Electrical)**FAILURE TO DO SO WILL RESULT IN NON-PAYMENT****
11. Color(s), type, model, style, finish and manufacturer of all fixtures, appliances, hardware, and all other products used in the rehabilitation work shall be approved and/or selected by the property owner(s), and shall be standard in nature unless the owner(s) request(s) custom items at the time the contractor prepares and submits his bid. The Community Action Project Specialist must approve custom items.
12. The contractor shall remove from the premises all construction and demolition debris, which can include but is not limited to, the discarded floor covering, old doors, lumber, plumbing fixtures, roofing, debris, and rubbish and accumulated material related to the work performed and shall clean all glass and remove labels, spots, stains and marks from all material, fixtures, windows or equipment furnished or installed. Clean-up requirements shall apply to other walls, floors, fixtures or areas that have suffered in any way from the performance of the contractor or subcontractors. **Debris shall be removed and placed in a dumpster daily.**
13. No work shall commence until a **Proceed to Work** order is executed.
14. All work completed on job site to be per manufacturer's specifications and Standard Trade Practice.
15. All new woodwork and all interior closets and storage areas noted in the specifications shall be painted unless otherwise noted.
16. If plans are required for the project, the contractor shall furnish all required plans, not furnished by the Community Action, Project Specialist and all required engineering.

17. All plumbing fixtures shall comply with all water saving codes.
18. Locks are to be Quickset, Master lock, or approved equal, with all new locks and doors to be keyed the same. All new exterior doors to be equipped with dead bolt locks.
19. All exterior walls exposed by construction shall be insulated.
20. The contractor shall comply with all HUD regulatory requirements per **Federal Regulation 24 CFR, Part 35**, regarding the treatment of Lead Based Paint and Lead Based Paint Hazards.
21. Separate Specifications, if required, are being supplied for lead hazard reduction work. Bids for lead hazard reduction work are to be totaled separately for other rehabilitation work. **The cost for one clearance exam should be included in the bid total. Cost for additional test(s), if required as a result of failing test results, will be at the Contractor's expense.**
22. The selected contractor will participate in a **Pre-Construction Conference** with the Homeowner(s) and the Community Action Project Specialist and will be expected to complete all work (lead related or basic rehabilitation) in the time frames agreed upon.
23. **Job coordination:** It shall be the full responsibility of the General Contractor to coordinate and expedite all phases of work regardless of whether the owner awards separate contracts for any trades. All separate contractors and subcontractors for all trades shall cooperate fully with the General Contractor.
24. **Safety of Persons and Property:** The General Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the job; All materials and equipment; and Other property at the site or adjacent thereto, roadways, structures, and utilities.
25. I have reviewed above requirements and agree to adhere to the specifications.
26. All work is warranted for 18 months following the completion date of the project. Community Action will perform pre-warranty inspections on all properties to ensure work standards are being upheld.
27. *All bid cost will be correctly added to be considered a viable bid in selection process. Spec totals, bid summary and any other break downs in cost must match total bid figure.
28. **Section 3 Contractors and Subcontractors:** Community Action works under many funding sources for housing rehabilitation, certain funding contracts are subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968. This HUD regulation, 24 CFR Part 135, requires Community Action to comply with Section 3 as part of the contract for funding. Section 3 regulations are to ensure that economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal and State laws, be direct to low- and very low-income persons (particularly those receiving assistance for housing, and to the businesses that provide economic opportunities to these persons. Responsibilities for Community Action and all sub-recipients of the funding (contractors and sub-contractors) include; to implement procedures, notify participants (contractors and potential employees), incorporate the section 3 clause into contracts, facilitate trainings, meet (or exceed) the goals of the regulation for all new hire opportunities, assist in compliance, refrain from entering into contracts with contractors that fail to comply and document action to comply. If you are a certified Section 3 contractor or subcontractor, complete the enclosed form and submit with your contractor packet. If you have further questions regarding opportunities to become a certified contractor or if you as a Contractor plan to hire for the this project, contact Community Action's Senior Manager, Housing Rehab for more information and training on the regulation.
29. Work to be completed within **30 days from the date on the proceed to work order.**

Contractor signature

Date

Lead Paint Stabilization General Requirements

Paint stabilization: Repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

Persons performing paint stabilization must be trained or supervised in accordance with the requirements at 24 CFR.35.1330 (a) (4), Which states that a person performing Interim Controls must be trained in accordance with 29 CFR 1926.59, which is a training requirement of the Occupational Safety and Health Administration, and such persons must either be supervised by an individual certified as a lead-base paint abatement supervisor, or have successfully completed one of the following courses:

1. A lead-base paint abatement supervisor course accredited in accordance with 40 CFR 745.225
2. A lead-base paint abatement worker course accredited in accordance with 40 CFR 745.225
3. The lead-base paint abatement Maintenance Training Program, "Work Smart, Work Wet, and Work Clean to Work Lead Safe," prepared by the National Environmental Training Association for EPA and HUD.
4. "The Remodeler's and Renovator's lead-base paint training program," prepared by HUD, based on a course developed by the National Association of the Remodeling Industry.
5. Any other courses approved by HUD for this purpose. A list-approved course can be downloaded from <http://www.hud.gov/lea>.

Prohibited Methods of Paint Removal:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without (HEPA) local exhaust control.
4. Heat guns operating above 1100 Degrees Fahrenheit or heat guns or other means, which char the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within one foot (0.3meters) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. feet (0.2 sq. meters) in any one interior room or space, or totaling more than 20 sq. feet (2 sq. meters) on exterior surface.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is hazardous substance under the regulations of the Consumer Product Safety Commission.

Safe Work Practices:

Safe work practices require that:

1. Prohibited methods of paint removal shall not be used
2. Occupants and their belongings shall be protected.
3. After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in the cleaning up dust-lead hazards, such as a HEPA vacuum or other methods of equivalent efficacy, and lead-specific detergents or equivalent.
4. Safe work practices are not required, and clearance examinations and clearance reports are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: **De minimis Levels:**
 - a. 20 sq. feet (2 square meters) on exterior surfaces;
 - b. 2 sq. feet (0.2 square meters) in any interior room or space; or

- c. 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include windowsills, baseboard, and trim.

Clearance:

An examination conducted following lead-base paint hazard reduction activities to determine that the hazard reduction activities are complete and that no settled dust lead-hazards exist in the dwelling unit or worksite. The clearance examination process includes a visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of a report.

Clearance examinations must be performed in accordance with 24 CFR 35.1340, which states that clearance must be performed following interim controls, paint stabilization, standard treatments, ongoing lead-base paint maintenance or rehabilitation, unless the work performed is below the de minimis levels specified at 24 CFR 35.1350 (d). Persons conducting clearance examinations must meet the qualifications set forth in 24 CFR 35.1340 (b) (1). The following persons are qualified to conduct clearance examinations.

1. A certified Risk Assessor
2. A certified lead-base paint inspector
3. A technician licensed or certified by EPA or a state or tribe to perform clearance examinations.
4. An uncertified person who has successfully completed a training course for clearance technicians that developed or accepted by the Environmental Protection Agency (EPA) or a state or Indian tribe and that is given by a training provider accredited by EPA or state or Indian tribe, provided a certified risk assessor or a certified lead-base paint inspector approves the work of the clearance technician and signs the report of the clearance examination.
5. Clearance examinations shall be performed by person's or entities independent of those performing hazard reduction or maintenance activities, unless the designated party uses qualified in-house employees to conduct clearance. An in-house employee shall not conduct a hazard reduction or maintenance activity and its clearance examination.
6. I have reviewed above requirements.

Contractor signature

Date

LINE ITEM BID: Please read each line item carefully and complete appropriately. Any items not priced will constitute an incomplete bid which will not be accepted.

Permits: Obtain all necessary permits and licenses as required by the County, City or local municipality governing body Building Inspections Division. Furnish copies of all finalized permits with final invoice, (applicable Building, Plumbing, Mechanical, and Electrical), to the Project Specialist or Senior Manager, at Community Action. **FAILURE TO DO SO WILL RESULT IN NON-PAYMENT.**

Cost: \$ _____

Roofing: Whole house: Remove and dispose of shingles, drip-edge, flashings, and any other debris having to do with the scope of the work. Repair or replace any broke, rotten, and deteriorated, framing, sheathings, fascia boards and etc. Install 7/16" O.S.B. decking as/if needed on roof surfaces. Install ice & water shield to all eave edges and valleys, protruding a minimum 2 feet above all exterior wall lines. Remaining underlayment shall be 15# felt or greater. Provide and install new drip edges to all eaves and rakes. Install flashing where existing garage meets carport to eliminate future leaks. Shingles are to be a dimensional style (Match existing color of home shingles) and carrying a minimum of a 30-year warranty installed to the manufacturers' specifications.

Verify style and color with owner.

Cost: \$ _____

TOTAL SPEC COST: \$ _____

The contractor shall verify, on the job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting this bid. There will be **No Change Orders** to prices based on mistaken quantity count, measurements or dimensions

ALL WORK TO BE PERFORMED IN A LEAD SAFE MANNER

The following have reviewed and all parties agree that the bid has been completed and fulfills all the requirements as outlined in this specification and has been awarded to this contractor

Homeowner

Date

Contractor

Date



Housing & Support Services
175 Main St.
Battle Creek, MI 49014

Tel: (269) 965-7766
(877) 422-2726

CONFLICT OF INTEREST DISCLOSURE

24 CFR 84.42 – *Codes of Conduct* - The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Please answer the following questions related to the statement above.

1. As a Contractor, are you related to anyone employed by Community Action? No Yes

If yes, please list all related employees of Community Action _____

2. As a Contractor, are you related to the homeowner(s) Walters for this project? No Yes

If yes, please explain how you are related _____

Signature of Contractor

Date

Company Name