



**General Contractor:
Homeowner
Rehabilitation**

**1206 Home Avenue
Anderson, IN**

City of Anderson
Department of Community Development

*Funding provided by the
U.S. Department of Housing and Urban Development*

INVITING SEALED QUOTE PROPOSALS

The City of Anderson, Madison County Indiana, acting by and through its **BOARD OF PUBLIC WORKS** will receive sealed quotes until the hour of 1:30 p.m., E.S.T., on the 14th day of July, 2020 in the Board of Public Works Department, 5th floor, City Hall, Anderson, IN 46016 for the:

Exterior Rehabilitation of 1206 Home Avenue, Anderson, IN 46016

In accordance with the building inspections and specifications approved by the City of Anderson Department of Municipal and Community Development.

At the above stated time and place, all quotes will be publicly opened and read aloud. Any quotes received after the designated time will be returned unopened.

Quote packages available either by email request to alewis-lilly@cityofanderson.com or online at www.cityofanderson.com/1148/Contractor-Information.

All Quoters are required to attend a **Pre-Quote Conference which will be held on July 10, 2020 at 1:00 p.m. at project location: 1206 Home Avenue, Anderson, Indiana.**

Quote proposals shall be submitted on the provided itemized form and include a properly executed Non-Collusion Affidavit and Ineligible Contractors. Contractor must have proper credentials and carry liability insurance with minimum limits of \$750,000. Successful Quoter will be required to abide by all relevant federal guidelines including the Section III hiring and training Plan and EEO regulations.

Quote proposals may be held by the Anderson Board of Public Works for a period not to exceed (45) days from the date of the Quote opening for the purpose of reviewing the Quote Proposals and investigating the qualifications of the Quoter prior to the award of a contract.

The Board of Public Works reserves the right to reject any and all Quote proposals or to waive any informalities in quoting to the extent permitted by law.

One Hundred Percent (100%) of the funds for the undertaking of this project are provided and available under the Community Development Block Grant Agreement between the City of Anderson, Madison County, Indiana and the United States

Department of Housing and Urban Development (HUD).

City of Anderson, Indiana
By and through its Board of Public Works

/s/ _____
David Eicks, Chairman

/s/ _____
Jack Keesling, Member

/s/ _____
Richard Symmes, Member

Attest:

/s/ _____
Stacy Johnson, Secretary

Prepared by: Lelia Kelley
Director
Department of Community Development

*Publish June 25, 2020

Instructions to Bidders



*All preceding information is necessary for bidding projects financed by CDBG and HOME funds. There will be no exceptions to complying with the following State and Federal Rules.

INSTRUCTIONS TO BIDDERS

1. Identification and Submission of Quote Proposal Form

Quote Proposal shall be enclosed in a sealed opaque envelope, properly marked with the name of the company of the bidder and bearing the following caption:

Bid for: 2020 Homeowner Exterior Rehabilitation
 1206 Home Avenue
 Board of Public Works
 Anderson, Indiana
 Dates:
 Quotes Open-July 14, 2020
 Pre-Quote Conference- July 10, 2020
 Quotes Received- July 14, 2020

The City of Anderson, Madison County Indiana, acting by and through its **BOARD OF PUBLIC WORKS** will receive sealed quotes until the hour of 1:30 p.m., E.S.T., on the 14th day of July, 2020 in the Board of Public Works Department, 5th floor, City Hall, Anderson, IN 46016 for the: *Exterior Rehabilitation of 1206 Home Avenue, Anderson, IN 46016.*

All Quoters are required to attend a **Pre-Quote Conference which will be held on July 10, 2020, 1:00 p.m. at project location: 1206 Home Avenue, Anderson, Indiana.**

2. Modification of Quote Proposal

Modification of Quote proposal may be made up to the time Quotes are to be received. Modifications shall be legible, as approved by the Architect or Engineer. A single ink line shall be drawn through the item being modified, and modification shall be printed or typed directly above.

3. Withdrawal of Quote Proposal

Any quoter may withdraw their quote proposal at any time until scheduled time for receipt of quote proposals. No quote proposal shall be withdrawn after scheduled time for receipt of quote proposals without consent of the Local Public Agency (Owner) of for a period of 45 days.

4. Award of Contract

a. A Contract – shall be deemed to have been awarded when notice of award shall be served upon the award by officer of agent of Local Agency (Owner) authorized to give such notice.

b. Irregularities – Local Public Agency (Owner) reserves the right to reject any and all quotes and to waive irregularities in bidding to the extent provided by law.

c. Security – shall be released to unsuccessful bidders when a Contract has been awarded, but shall not be longer than the 45 day period set for holding quotes.

5. **Execution of Contract Agreement**

Contract – shall be on a form, as provided, by Local Public Agency (Owner). The contract shall be examined by all parties before being executed.

6. **Site Examination**

All quoters shall examine Contract Documents and rehabilitation site in order to familiarize themselves with all conditions. Lack of familiarity with construction site and present conditions will not be considered as justification for any changes or extra charges of any kind.

7. **Questions**

Interpretation or explanation of Contract Documents will not be made by Local Public Agency (Owner). All such inquiries shall be made to the Municipal Development Department, Building Commissioner. If any person submitting a quote proposal for work is in doubt as to the true meaning of any part of Contract Documents, he may submit to the Building Commissioner a written request for an interpretation. Any interpretation of such Contract Documents will be made to addendum issued.

Addendum issued by the Municipal Development Department during time of quoting, but not later than two (2) days before quote opening date, shall be mailed or delivered to each person receiving a set of Contract Documents, and to such other perspective bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the quote proposal form, and in closing the Contract shall become a part of the Contract Documents. If there are no addenda issued, contractor must not assume that nothing has been added or deleted from the original contract documents.

8. **Substitutions**

Where in the specifications one or more certain materials, trade names or articles or certain manufacturers are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competitions. Other names of materials can be used, if in the opinion of the Building Commissioner, they are equal in durability and efficiency to those made mention of and of a design in harmony with the work outlined.

9. **Basis of Quote Proposal**

a. Legal and Acceptable Quotes – Shall only be from Contractors regularly engaged in the fields of business, for the construction, as specified. The Prime or General Contractor will be required to perform at least 51% of the services required. The Municipal Development Department will evaluate the entire breakdown of services to insure that subcontractors will not be performing more than 50% of the work.

b. Start – Contractor shall commence work immediately upon the issuance of Notice to Proceed after signing Contract and shall complete each division of the work within the period of time indicated in bid. If the contractor does not indicate to the owner during the pre-construction conference, of any reasons why work may not commence at the designated time, the date of completion will not change.

c. Coordination – The Contractor shall be obligated to commence, carry-on, coordinate, and complete work in its various stages so whole job will be accomplished in a scheduled manner, within completion date set forth.

MBE and WBE Participation

The City of Anderson encourages the use of Minority and Women owned business enterprises (MWBE) in all public contracts.



City of Anderson
 Homeowner Rehabilitation Grant Program
 Community Development Department



Mayor Thomas J. Broderick

For additional information
 Todd Fisher, Building Commissioner
 (765) 208-5616

Rehabilitation Address: 1206 Home Avenue, Anderson, IN

Homeowner: City of Anderson, Community Development

Date:

Prepared By: Amber Lewis-Lilly, Contract Specialist

General Contractor: _____

Federal ID #: _____

DUNS#: _____

Scope of Work

General Repairs

According to property walkthrough with Bldg. Commissioner's Office & Inspection Report

<u>Roof</u>	<u>Cost</u>
<p>Tear off the old roof.</p> <p>Inspect sheathing and rafters for water damage.</p> <p>Inspect and install all necessary sheathing for a good sound solid deck. Use only approved roof sheathing for replacement.</p> <p>Replace all rotted or damaged wood.</p> <p>If excess sagging is evident, brace, replace rafters as needed to straighten roofing.</p> <p>Rafter overhand ends for the entire unit must be in good condition for the installation of fascia boards.</p> <p>Prepare all rafters ends for the installation of fascia boards, rafter ends for the total house.</p> <p>Install fascia boards for all rafter ends to be used for gutter installation.</p>	

All attic space must be ventilated per building code requirements.

Install all new flashings for the plumbing vent, electric riser, chimney, all wall-roof joints, etc.

Install minimum weight 15-lbs. underlayment.

Install drip edge moldings for roof perimeters, if the manufacturer recommends it.

Install 25-year 3-Dimensional shingles (Architectural Asphalt Shingles) for the new roof.

Do not shingle any roof surface with a pitch less than 2' in 12". Reframe for a high pitch so shingles can be applied. If low pitch flat-shed type roofs are retained, suggest covering with composition rubber membrane.

Flash all chimneys; drain vents, utility risers, and wall/roof sections.

Owner to pick out color of shingles.

Materials	\$
Labor	\$

Gutters

All dwelling must have roof drainage guttering and downspouts for all roof areas.

Install seamless, aluminum, heavy gauge gutters.

Install adequate downspouts from the guttering.

Downspouts must be located as practical to the dwelling to convey the water away from the foundation.

Install precast concrete splash block for each downspout properly graded away from the foundation.

Owner to pick out color of gutters.

Material	\$
Labor	\$

Miscellaneous All items of no value to the house or yard must be removed and proper disposal.

Trim tree back 6 ft. from the roof of the house on the North East corner.

All construction debris must be removed from the house and yard for proper disposal.

Materials	\$
Labor	\$

Total rehab cost = \$

To ensure Housing Quality Standards are met, use the included Itemized Quote Form and submit a signed copy with your bid.

All work must comply with all applicable codes. All material and workmanship must comply with the workmanship manual available at the Community Development Department. All electrical, plumbing and H.V.A.C. work shall be inspected and installed by a licensed Technician/Contractor of that trade.

General Contractor _____
Electrical Contractor _____
H.V.A.C. Contractor _____
Plumbing Contractor _____

**Anderson Community Development
HOME Homeowner Rehabilitation Program**

Itemized Quote

Owner: City of Anderson, Community Development Department
Address: 1206 Home Avenue

DATE

EXTERIOR: ROOF

Tear off the old roof.			
Inspect sheathing and rafters for water damage.			
Inspect and install all necessary sheathing for a good sound solid deck. Use only approved roof sheathing for replacement			
Replace all rotted or damaged wood.			
If excess sagging is evident, brace, replace rafters as needed to straighten roofing.			
Rafter overhang ends for the entire unit must be in good condition for the installation of fascia boards.			
Prepare all rafter ends for the installation of fascia boards, rafter ends for the total house.			
Install fascia boards for all rafter ends to be used for gutter installation.			
All attic space must be ventilated per building code requirements.			
Install all new flashings for the plumbing vent, electric riser, chimney, all wall-roof joints, etc.			
Install minimum weight 15-lbs. underlayment.			

Install drip edge moldings for roof perimeters, if the manufacturer recommends it.			
Install 25-year 3-Dimensional shingles (Architectural Asphalt Shingles) for the new roof.			
Do not shingle any roof surface with a pitch less than 2' in 12". Reframe for a high pitch so shingles can be applied. If low pitch flat-shed type roofs are retained, suggest covering with composition rubber membrane.			
Flash all chimneys; drain vents, utility risers, and wall/roof sections. *Owner to pick out color of shingles.			
		Materials	\$
		Labor	\$
TOTAL FOR ROOF			\$

**Anderson Community Development
HOME Homeowner Rehabilitation Program**

EXTERIOR: GUTTERS/DOWNSPOUTS

All dwelling must have roof drainage guttering and downspouts for all roof areas.			
Install seamless, 6" aluminum, heavy gauge gutters.			
Install adequate downspouts from the guttering.			
Downspouts must be located as practical to the dwelling to convey the water away from the foundation.			
Install precast concrete splash block for each downspout properly graded away from the foundation.			
Owner to pick out color of gutters.		Materials	\$
		Labor	\$
TOTAL FOR GUTTERS/DOWNSPOUTS			\$

MISCELLANEOUS

All items of no value to the house or yard must be removed and proper disposal.			
Trim tree 6 ft. from the roof of the house on the North East corner.			
All construction debris must be removed from the house and yard for proper disposal.			
		Materials	\$
		Labor	\$
TOTAL FOR MISCELLANEOUS			\$

GRAND TOTAL			\$
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All work must comply will all applicable codes. All material and workmanship must comply with the workmanship manual available at the Community Development Department. All Electrical, Plumbing, and H.V.A.C. work shall be inspected and installed by a licensed Technician or Contractor of the trade.

General Contractor	Federal ID #	Duns #
_____	_____	_____
Electrical Contractor		
_____	_____	_____
Plumbing Contractor		
_____	_____	_____
H.V.A.C. Contractor		
_____	_____	_____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)
(Title of Person Signing) _____
(Signature) _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires:

INELIGIBLE CONTRACTORS

(Name of contractor or Bidder)

hereby certifies that it _____ is/ _____ is not (check one)
included on the U.S. Comptroller General's Consolidated List of persons or firm currently
debarred for violations of various public contracts.

Date: _____

(Authorized Representative)

NOTICE: Each Contractor and its Subcontractors must be registered on the System Award Federal Management System. If you are not already registered, you may do so by clicking on the following link: <https://www.sam.gov/SAM/>

Debarment:

A debarment sanction means that an individual, organization and its affiliates are excluded from conducting business with any Federal Agency government-wide. The City of Anderson reserves the right to deny any bids and/or contracts if the contractor is found to be debarred with the Federal and State Government, and/or the City of Anderson Municipal Development Department.

Pre-Construction Conference:

The contractor agrees that he or an authorized representative of his company or corporation will attend a pre-construction conference, sponsored by the Community Development Department of the City of Anderson, before any work is accomplished concerning this contract.

Initiation of Work:

The contractor hereby agrees that within ten (10) days of receiving written "Notice to Proceed", which shall be executed by the duly authorized representatives of the City of Anderson and/or the Director of the Community Development Department of the City of Anderson, the contractor shall begin rehabilitation in compliance with the specifications, terms and conditions of this contract.

Access to Books, Accounts, Records, Etc.:

The contractor hereby agrees that the City of Anderson, the Secretary of the United States Department of Housing and Urban Development, the United States Comptroller General or any of their duly authorized representatives, shall have access to all books, accounts, records, reports, files, and other papers pertaining to this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Insurance:

(a) Before commencing work, the contractor shall submit copies of his Contractor's Public Liability Insurance Policies to the Board of Public Works for review and approval. The Contractor shall be required to carry Comprehensive Public Liability and Property Damage Insurance, the minimum limits of which shall be as follows:

Public Liability no less than \$750,000

Property Damage Liability \$50,000

He shall similarly submit any sub-contractors policies of similar insurance before each shall commence work. The policies submitted shall be scheduled on an approved form to be supplied by the Board of Public Works. The Board of Public Works will, in writing, identify the policies and indicate its approval or disapproval of the policies.

New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of Indiana and approved by the City of Anderson and shall be kept in force until the contractor's work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the contractor's work is accepted by the city shall be renewed and submitted to the City of Anderson for its approval.

c.) The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$750,000 to the City of Anderson, contractor and his sub-contractor against claims for injury to death of one, or more than one person, due to fire,

explosion and all other accidents which may occur or result from operations under the contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.

(c) The contractor shall carry, during the life of the contract, Property Damage Insurance in an amount not less than \$50,000 to protect him and his sub-contractors from claims for property damage which might arise from operations under the contract.

Contract Termination:

The City of Anderson acting by and through the contracting body, i.e. the appropriate Board, Commission or Authority reserves the right to terminate this contract and withhold an amount of payment it deems necessary if the contractor refuses to comply with the terms, conditions and specifications of this contract and/or if found to be in violation of any Federal, State or Local law and/or ordinance.

Liquidated Damages:

Since actual damages for delay in completion of the work which the contractor is required to perform under this contract are impossible to determine, the contractor and his sureties shall be liable for and shall pay to the City of Anderson, the sum of one hundred dollars (\$100) as fixed, agreed and liquidated damages for each calendar day of delay from the date stipulated for completion or as modified until such work is satisfactorily completed.

Time for Completion and Notice to Proceed:

The contractor shall be fully completed with the work specified within Forty-Five (45) consecutive calendar days from the date of the "Notice to Proceed". Should some factor; i.e. natural disaster, Act of God, etc., which is beyond the control of the contractor, prevent the completion of said work within the specified time period, the City of Anderson, acting by and through the contracting Board, Commission or Authority reserves the right to allow a time extension for the completion of said work. However, in such a case, it shall be the responsibility of the contractor to request, in writing, said extension and written documentation outlining the reason for said extension.

Sales Tax Exemption:

The City of Anderson, Madison County, Indiana is exempt from payment of Indiana Sales or Use Tax and will furnish contractor with necessary exemption number at the proper time.

Permits and Laws:

(a) The contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits necessary for this rehabilitation project.

(b) The contractor shall comply with all applicable laws and ordinances governing the construction of this project and comply with applicable Federal, State and Local codes and ordinances in performance of his work.

Terms of Payment:

Monies for payment of this contract are being provided by community Development Block Grant between the City of Anderson, Madison County, Indiana and the United States Department of Housing and Urban Development. Payments to the contractor shall be made by re-imburement in the following manner:

1. **Partial Payment**

(a) The contractor shall prepare his requisition for a fifty percent (50%) partial payment as of the last day of the month and submit it, with the required number of copies, to the Building Commissioner for his inspection and approval. The amount of the payment due to the contractor shall be determined by adding to the total value of work completed to date and the value of materials purchased to date. The total value of work completed to date shall be based on the COST BREAKDOWN outlined in the Work Write-Up and adjusted in accordance with the value of work completed to date on approved change orders. No payments are approved without the proper permits and Building Commissioner inspection approval.

2. **Final Payment**

(a) After final inspection and acceptance by the City of Anderson of all work under the Contract, the Contractor shall prepare his request for final payment which shall be based upon applicable costs stipulated in the Agreement. The total amount of the final payment the lump-sum shown in the Agreement or this sum as adjusted by approved change orders. Final payment to the contractor shall be made subject to furnishing the City of Anderson with a release in satisfactory form of all claims against the City of Anderson with a release in satisfactory form of all claims against the City of Anderson arising under and by virtue of the contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release.

(b) The City of Anderson before paying the final payment, will require the contractor to furnish releases or receipts form all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the contractor, if the City of Anderson deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this contract.

c.) Withholding of any amount due to the Local Public Agency under “Liquidated Damages”, under SPECIAL CONDITIONS, shall be deducted from the final payment due the contractor.

3. **Withholding Payments**

The City of Anderson may withhold from any payment otherwise due the contractor so much as may be necessary to protect the city of Anderson and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City of Anderson and will not require the city of Anderson to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the City of Anderson elects to do so. The failure or refusal of

the City of Anderson to withhold any monies from the contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Changes in the Work:

(a) The City of Anderson may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety of sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the material used or in the specified manner of construction and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written change order from the City of Anderson authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price, will be valid unless so ordered.

(e) Each change order shall include in its final form:

1. A detailed description of the change in the work.
2. The Contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the contract price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

Claims for Extra Cost:

(a) If the Contractor claims that any instructions by specification involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City of Anderson, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) If on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in changes of Work Section hereof.