

# CITY OF JACKSON



## FURNACE AND WATER HEATER REPLACEMENT AT 1410 BURR

BID RESPONSES DUE: **THURSDAY, DECEMBER 3, 2020, 9:00:00 AM**

CONTENTS  
INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS (IB)  
Work Specifications

City of Jackson, Michigan  
161 W. Michigan Avenue  
Jackson, Michigan 49201

November 18, 2020

## **INVITATION TO BID**

Sealed proposals for Furnace and Water Heater Replacement at 1410 Burr will be received by the City of Jackson Purchasing Agent, 161 W. Michigan Avenue, 10th Floor, Jackson, Michigan, until, **THURSDAY, DECEMBER 3, 2020, 9:00:00 AM.**

The work includes the following partial listing of items with approximate quantities: **FURNACE AND WATER HEATER REPLACEMENT**

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms at the Purchasing Department, 10th Floor, 161 W. Michigan Avenue, Jackson, Michigan 49201, Telephone (517) 788-4020 or from the city's website at <http://www.cityofjackson.org/rfq>.

Prospective bidders are invited to attend a pre-bid meeting on **MONDAY, NOVEMBER 30, 2020, 12:00 PM AT 1410 BURR STREET.**

Bidders will be required to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights, Act 453 of 1976, the Michigan Fair Employment Practice Act (MCL 423.301-423.311), related statues and implementing rules and regulations, Section 504 of the Rehabilitation Act of 1973, and the rules of the Michigan Civil Rights Commission, or demonstrate the existence with standards for equal employment opportunity established by the City of Jackson.

The City of Jackson does not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, handicapped, or marital status as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson

By  
Phil Hones  
Purchasing Agent

**Work Specifications for**

**1410 Burr**

**FURNACE AND WATER  
HEATER REPLACEMENT**

REQUEST FOR BID

Contact for Information:  
SVEN HARRISON  
CITY OF JACKSON

Client: Debra Horning  
Telephone:  
Property: 1410 Burr St  
Jackson, MI 4920

Bids Due: 11/11/2020

---

Materials + Labor

**1. FURNACE - REPLACE**

\$ \_\_\_\_\_

Spec:F19 FURNACE - REPLACE

FURNACE - REPLACE

\*\*PERMIT REQUIRED\*\*

Replace existing furnace with new 95% efficient forced air, gas fired furnace bearing AGA label. Furnace output capacity shall be sufficient to heat the structure according to NWAHA standards. Installations shall comply with the current Michigan Mechanical Code. All habitable rooms, as designated by the Building Inspector, shall be supplied with warm air sufficient to maintain temperatures according to NWAHA standards.

When new supply or returns are required and duct is run through any habitable room, it shall be enclosed in new or existing walls. Any new enclosure shall match existing surfaces.

Installation shall include a register in the warm air plenum or trunkline to provide heat to the cellar and a new thermostat. A filter rack with cover shall be installed in the return air duct outside of the furnace cabinet.

If not bid as a separate part of this contract, the installation shall include repair or replacement of wiring and/or plumbing necessary to comply with MRC, MMC Building code.

NOTE : The duct was installed new approx 25-30 years ago, no replacment will be done of the duct work. Please look over the duct work for any missing requirments that would make the unit run more efficiency.Let Housing inspector know so this can be discussed and if need added to the specs.

If the existing ductwork is NOT to be replaced, it must be approved by the Mechanical Inspector and:

- 1) A turn damper and an adjustable maximum opening register valve is provided to control the air distribution to each outlet. Turn dampers shall be adjustable, locking, and have an operating handle that will indicate the position of the damper blade.
- 2) All return and supply ductwork is in good condition, properly sized and routed to provide acceptable static pressures and adequate airflow to all register outlets.
- 3) No return air inlets are located in a bathroom, garage, a space used for fuel or other storage, or in a confined space in which a draft diverter or draft regulator is located.

Materials + Labor

**2. HIGH EFFICIENCY UNIT**

\$ \_\_\_\_\_

Spec:WA1 HIGH EFFICIENCY UNIT

High Efficiency unit

\*\*PERMIT REQUIRED\*\*

Disconnect existing unit and remove from property. Installation of a new High efficiency unit. 40 Gallon water heater.

Water heater shall be installed in accordance with the manufacturer's installation instructions. Electric water heaters shall conform to the requirements of the Michigan plumbing Code and provisions of NFPA 70. Gas-fired water heaters shall conform to the requirements of the International Fuel Gas Code.

Elevation of water heater ignition sources and mechanical damage protection requirements for water heaters shall be in accordance with the IMC and the IFG codes.

Appliances shall be provided with access for inspection, service, repair, and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other appliances or any other piping or ducts not connected to the appliance being inspected, service, repaired or replaced. A level working space at least 30 inches deep and 30 inches wide shall be provided in front of the control side to service an appliance.

\$

**Total All Items**

## BID SHEET

**Bid Due Date:** THURSDAY, DECEMBER 3, 2020, 9:00:00 AM

**Address:** 1410 Burr

**Owner:** DEBRA HORNING

**Telephone:** 517-962-5262

**Notice to Contractors:**

All work items to be performed are identified in the following Work Specifications, attached hereto and incorporated by reference. All items must be priced separately, to nearest dollar, and included in the total bid. Bids must be totaled, signed and sealed, and returned to the Purchasing department, 10<sup>th</sup> Floor, on or before the designated bid opening. Sealed bid proposals will be opened in public at the scheduled date and time. Attendance at any bid opening will not be denied or limited.

Late bids will not be considered. Any bid received after the deadline will be date and time stamped and returned to the bidder unopened.

**The contractor further states and assures that he is not subject to any administrative sanctions, suspensions, or disbarment from federal contracts or by the State of Michigan Department of Commerce - Builder's Division.**

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

TOTAL BID: \$ \_\_\_\_\_  
**(This must be in ink)**

## Contractor Submitting Bid

Firm Name:	
Firm Address:	
City, State, Zip:	
Firm Phone:	
Contact Person	
Title:	
Email Address:	
State License No.:	
DUNS No.:	
Signature: <b>This must be in ink</b>	
REHAB SPECIALIST:	Sven Harrison

## SPECIAL PROVISIONS

### Additional Federal Requirements

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

The following requirements pertain to any contract where the United States Department of Housing and Urban Development (HUD) funds are used and must be followed by the Contractor and all subcontractors.

1. *Minority and Women's Business Enterprises.* The prime contractor agrees to take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises/ and
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
  
2. *Section 3.* For all contracts and/or subcontracts over \$100,000 relating to housing rehabilitation, housing construction, or other public construction including other buildings or improvements, regardless of ownership assisted with housing or community development assistance, Contractor must, to the greatest extent feasible, comply with the following:
  - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding the subcontractor is in violation of the regulations in 24 CFR 135. The Contractor will not subcontract with any



subcontractor where the Contractor has notice or knowledge the subcontractor has been found in violation of the regulations in 24 CFR 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
  - f. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
3. *Remedies for Contract Violation or Breach of Contract.* The City of Jackson may avail itself of any remedy in law or equity, including, but not limited to:

In the event the City of Jackson determines the work provided for in this Contract will not be satisfactorily completed within the time limit, the City of Jackson may furnish additional labor and material if necessary and render such other assistance as it may deem advisable for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings. Remedies for Contractor violation stated elsewhere in this document are in addition to those stated in this paragraph.

The City of Jackson may also suspend or terminate this Contract, in whole or in part, if the Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City of Jackson may declare the Contractor ineligible for any further participation in the City of Jackson contracts, in addition to other remedies as provided by law.

4. *Equal Opportunity Employment.* Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR 60).
5. *Copeland "Anti-Kickback" Act.* For all contracts for construction or repair, Contractor must comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR 3).
6. *Davis-Bacon Act.* For all contracts in excess of \$2,000, Contractor must comply with the Davis-Bacon Act (40 USC 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR 5).
7. *Contract Work Hours and Safety Standards Act.* For all construction contracts in excess of \$2,000 (and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers), Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 – 330), as supplemented by Department of Labor regulations (29 CFR 5).
8. *Reporting.* The Contractor agrees to prepare and submit all reports required by HUD.
9. *Copyright/Patents.* If this Contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
10. *Audits and Inspections.* All records with respect to any matters covered by this Contract shall be made available to the City, HUD, and the Comptroller General of the United States or any of their authorized representative, at any time during normal business hours, as often as the City or HUD deem necessary, to audit, examine and make excerpts or transcripts of all relevant data.
11. *Retention.* The Contractor shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract for a period of five (5) years after the termination of all activities funded under this Contract.
12. *Air and Water.* Contracts and subcontracts in excess of \$100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)),

Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

13. *Energy Efficiency*. Contractor shall adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94 – 163, 89 Stat 871). [53 FR 8068, 8087, Mar 11, 1988, as amended at 60 FR 19639, 19642, Apr 19, 1995]

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# INSTRUCTIONS TO BIDDERS

1. **PROJECT:** The work includes the following partial listing of items with approximate quantities:

## *FURNACE AND WATER HEATER REPLACEMENT*

The scope of this work shall include all labor, equipment and materials necessary to complete this project according to the specifications provided. All labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the work specifications, attached hereto and incorporated herein by reference.

2. **PROPOSALS:**

- a. **Proposals are to be submitted on the forms attached.** They should be submitted to the Purchasing Agent, City of Jackson, as provided in the Invitation for Bids in a sealed envelope marked *Furnace and Water Heater at 1410 Burr*.

- b. Proposals, affidavits, certificates and all appendices must be fully and properly filled out and executed.

- c. Proposals must be bid on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern.

- d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 90 days after opening.

- e. Each bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He/she shall be held responsible to have compared the site with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his/her work. No allowance or extra consideration on behalf of the Contractor shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Contractor.

3. **AWARD CRITERIA: REJECTION OF BIDS**

a. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids and Instructions to Bidders, provided the bid is reasonable and it is to the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. Anything contained herein to the contrary notwithstanding, Owner may award the contract to a bidder submitting the non-lowest proposal, provided Owner pays the difference between the lowest proposal and the selected proposal.

b. The Owner and the City also reserve the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, men or employees.

4. **CONTRACT:** The successful bidder will be required to enter into a contract with the property owner by executing a Construction Contract Rehabilitation of Residential Property and shall comply with all terms and conditions contained therein.

**EQUAL OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11246)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."