### CITY OF NOVI CITY COUNCIL APRIL 3, 2023



**SUBJECT:** Approval to award a contract for the administration of the 2022 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to McKenna & Associates in the amount of \$19,393.60.

SUBMITTING DEPARTMENT: Enter submitting department here

EXPENDITURE REQUIRED	\$19,393.60
AMOUNT BUDGETED	\$170,000
	(includes administration and rehabilitation work)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	264-264.00-891.000

### **BACKGROUND INFORMATION:**

Each community receiving CDBG funding must bid public service contracts (greater than \$10,000) annually in order to comply with the grant's procurement guidelines. The City received two proposals, McKenna & Associates and Decima LLC, for program year 2022 CDBG Minor Home Repair (MHR) administarion.

McKenna bid 20% of the total CDBG funds the City is receiving from the County for the MHR program. This is the max allowed by the grant for an administrative fee. McKenna was awarded the CDBG contract in the prior three years to administer program year 2019, 2020, and 2021. McKenna has done a great job administering the program. The City has received several letters and emails from residents complimenting the McKenna staff. McKenna has authorized 35 projects for repair services using program year 2019, 2020, and 2021 funds. There is currently no wait list and McKenna processes applications as they arrive. Decima bid 15% of the total CDBG funds. Unfortunately, Decima's bid did not include a detailed explanation of the bidder's ability to manage and administer the MHR program. In addition, it was unclear based on their proposal if they had the capabilities, experience or were familiar with the CDBG minor home repair program.

**RECOMMENDED ACTION:** Approval to award a contract for the administration of the 2022 Program Year for the Community Development Block Grant (CDBG) Minor Home Repair Program to McKenna & Associates in the amount of \$19,393.60.

### CDBG

### Bid Tabulation Form

Description of Item: City of Novi CDBG Minor Home Repair Program - PY 2022

Vendor	McKenna & Associates	Decima LLC
Proposal Date	3/23/2023	3/23/2023
Phone #	(248) 596-0920	(260) 243-0591
Contact Person	John Jackson, AICP	Alex Baloch
Program Management	Not to exceed \$19,393.60	\$ 14,545.20
Labor & Materials	\$77,574.40	\$82,422.80
Total Program Amount	\$96,968.00	\$96,968.00
Comments		

Proposals due March 23, 2023 2:00 p.m.

The RFP was posted on the Michigan Intergovernmental Trade Network (MITN) website which emailed notice of the RFP to 198 firms registered in the categories of Home Management, Safe Housing, Administrative Services - All Kinds, Family and Social Services, Administrative Services of All Kinds, and Professional Services (Not Otherwise Classified).

### MCKENNA

PROPOSAL TO PROVIDE

## CDBG Minor Home Repair Administration

CITY OF NOVI, MICHIGAN





Communities for real life.

### MCKENNA



March 23, 2023

Ms. Sabrina Lilla Deputy Finance Director City of Novi 45175 Ten Mile Road Novi, Michigan 48375

### Subject: Administration of CDBG Minor Home Repair Program

Dear Ms. Lilla,

We are pleased to submit a proposal for our services in administering the CDBG Minor Home Repair program for the City of Novi. We believe you will agree that administration of the program for three years has been successful – to date, we have received over 60 applications and been able to authorize 35 projects for current Novi residents, with more applications expected in the coming weeks based on discussions with residents. Our planning professionals are highly qualified and experienced in administering these types of programs and our common-sense and responsive approach to facilitate funding of home repairs and rehabilitation will allow for the most effective use of the City's CDBG allocation for this project.

### **TEAM – EXPERIENCED AND LOCAL**

Our team of planners is experienced in working on projects under the HUD "umbrella," including Community Development Block Grant programs such as those for minor home repair. We know and understand the importance of housing rehabilitation in Michigan's communities and are enthusiastic in our implementation of these programs.

Brian Keesey, AICP, is a Senior Principal Planner and McKenna's GIS Manager and will continue to serve as project manager for the Minor Home Repair Program. Brian serves as the planner in nearby Lyon Charter Township and in that function administers the Township's CDBG Minor Home Repair Program. He is responsible for accepting applications, vetting projects and contractors, awarding contracts, and overseeing budgets and reporting for the program. His working relationship with the CDBG administration team in Oakland County will prove invaluable in serving the City of Novi.

Brian will be assisted by Jane Dixon, a Senior Planner with McKenna who has been handling many of the day-today inquiries from Novi's residents and contractors for the past two years. Her knowledge and personable demeanor have served the City well in presenting a professional, helpful, and happy face for the program.

### UNDERSTANDING OF THE PROJECT

Based on the background information contained in the RFP document and our familiarity with the CDBG programs in Oakland County we understand the City is searching for firms qualified to administer the Minor Home Repair program for Program Year 2022. The selected firm will accept applications, verify resident qualifications, manage contractors, determine award amounts, and facilitate payment for services.

The qualified firm will also be responsible for managing the budget relating to this program and will perform any and all reporting duties to the City, County, and/or HUD.

HEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167

O 248.596.0920 F 248.596.0930 MCKA.COM

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In our administrative duties related to minor home repair programs, McKenna is responsible for vetting the credentials and references of independent contractors who submit bids for the work, ensuring that Oakland County Community Development Block Grant Procurement Guidelines are followed. Our proposal reflects our past experience and administration style for the City of Novi for the past two years and is intended to continue a similar administrative role for the City.

Our team has based the attached proposal on this understanding, with the aim of delivering maximum value to the City of Novi and its residents through this program.

We also are excited by the prospect of participating in the City's efforts to engage residents by getting the message out about the program – should the City wish to put out promotional materials to get residents to participate, we will gladly provide information, sit for interviews, or take part in any other steps to help garner interest in the program.

### **MCKENNA ADVANTAGES**

McKenna has clear advantages for undertaking the administration of the City's Minor Home Repair program. In addition to our work in other municipalities, we now have nearly three years of experience working directly with the City and its residents, so we are familiar with the scopes and types of work that are typically requested by Novi residents. We have working relationships with the County Community and Home Improvement Division and are familiar with the reporting requirements of Oakland County for this program. We are also planners and professionals serving communities large and small in the Midwest – we understand the responsibilities that come with serving elected officials and City staff members.

Perhaps most importantly with a program such as the Minor Home Repair Program, though, is the ability to help efficiently facilitate housing rehabilitation projects that have real quality-of-life impacts on the residents of a community. We take this responsibility seriously and will provide the residents of the City of Novi the best level of service possible – with care, responsiveness, and a positive attitude.

We are certain that we are the best team to partner with the City of Novi in facilitating this program. We are eager to work with you, and we look forward to meeting with you soon to review our proposal. If you have any questions regarding our response, please do not hesitate to contact us at (248) 596-0920 or jjackson@mcka.com or bkeesey@mcka.com. Thank you.

Sincerely,

**McKENNA** 

John R. Jackson, AICP President

### Section IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY	MUNICIPALITY
Name: McKenna	Name:
Representative Name: Brian Keesey, AICP	Representative Name:
Phone #: 248.596.0920	Phone #:
Address: 235 East Main Street, Suite 105	Address:
Northville, MI 48167	
E-mail Address: bkeesey@mcka.com	E-mail Address:
IRS #: 38-2213606	

### Section X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

Name: McKenna	Name:
Officer Name: John R. Jackson, A	Officer Name:
Officer Title: Presid <u>e</u> nt	Officer Title:
Signature:	) Signature:
Witnessed:	Witnessed:
Date: March 23, 2023	Date:

MUNICIPALITY

### ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM



### 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/ Administration Fee	Hourly, not to exceed % 20% of program	\$ Not to exceed \$19,393.60
Labor & Materials	80% or more of program cost; % see comments	\$77,574.4 or more
TOTAL AMOUNT AVAILABLE FOR THE 2 YEAR PROGRAM*	100 %	\$ 96,968

\* Please note: The total amount as shown covers the program management/ administrative fees AND the labor and materials for the home repairs. There will be no additional funds available.

We acknowledge the following addenda: \_\_\_\_\_

	(please indicate addendum number)
COMMENTS: _	Administration of the project will be completed on an hourly basis per the fee
	schedule included in the proposal. Anticipated staff include Senior Principal
	Planner and Assistant Planner levels. Labor and materials to be performed
	and supplied by independent qualified contractors based on project-to-
	project competitive bid award.

### **PROPOSAL SUBMITTED BY:**

Name (printed) \_\_\_\_\_ John R. Jackson, AICP \_\_\_\_\_\_

Title: President

Company (Legal Registration) <u>McKenna Assoc</u>	iates, Inc.
Address 235 East Main Street, Suite 105	
City Northville	StateMichiganZip <sup>48167</sup>
Telephone	Fax248.596.0930
E-mailjjackson@mcka.com	
Signature	Date <u>March 23, 2023</u>



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

				-	2/	24/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION OF CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AME BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONST REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDE	END, EXTENTITUTE A C	D OR ALTI	ER THE CO	VERAGE AFFORDED	BY THE	<b>POLICIES</b>
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this certificate does not confer rights to the certificate holder in lieu PRODUCER	CONTA	די				
McNish Group, Inc.	NAME: PHONE	certs@mc		FAX	<u> </u>	
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Royal Oak MI 48067	ADDRES	ss: certs@m				
				ING COVERAGE		NAIC #
INSURED MCKEA		RA: The Har	tford			
INSURED MCKEA MCKEAN ASSociates, Inc.	INSURE	RB:				
235 E Main St, Ste.105	INSURE	RC:				
Northville MI 48167-2499	INSURE	RD:				
	INSURE					
	INSURE	RF:				
COVERAGES CERTIFICATE NUMBER: 3315818 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW				REVISION NUMBER:		
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### **CERTIFICATE OF LIABILITY INSURANCE**

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# CDBG Minor Home Repair Administration

CITY OF NOVI, MICHIGAN

PREPARED MARCH 23, 2023 BY

MCKENNA 235 East Main Street Suite 105 Northville, Michigan 48167

> O 248.596.0920 F 248.596.0930 E info@mcka.com MCKA.COM



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### MCKENNA TEAM ADVANTAGE

- Unmatched responsiveness to clients.
- Professional, respectful, and caring interactions with residents and contractors.
- Current successful administration of Minor Home Repair programs in Oakland and Wayne counties.
- Working relationship with Oakland County
   Community and Home Improvement Division.

### **PROJECT TIMELINE**

The City of Novi's RFP describes ongoing administration services for the Community Development Block Grant (CDBG) Minor Home Repair program, 2022 Program Year. McKenna understands the awarded contract will be administered until June 30, 2024 or until the funding is expended if the contract is extended.

### **HUD EXPERTISE**

McKenna is a Midwest – based consulting firm with a 45-year tradition of professional planning and community development assistance to Midwestern local units of government in meeting the intent and spirit of the U.S. Department of Housing and Urban Development requirements for planning and implementation of CDBG, HOME, and other HUD programs.

### MINOR HOME REPAIR ADMINISTRATION EXPERIENCE

Our team now has nearly three years of experience administering the Minor Home Repair program for the City of Novi and believe we have developed relationships with residents, local contractors, and the City's staff. Several contractors have done repeated jobs, and multiple residents have already applied for a second year of funding. We look forward to continuing this partnership with the City.

In addition, McKenna's proposed team of professional planners is experienced in administration of minor home repair and property improvement programs for other Michigan cities and townships. We oversee program progress spanning from project initiation (application), contractor vetting, awarding, work verification, payment, and reporting.

# **Introduction and Firm Profile**



McKenna's downtown Northville, Michigan headquarters – a repurposed Ford Motor Company plant designed by Albert Kahn, built in the 1930s. Our work spaces reflect McKenna's commitment to our people, our communities, sustainable design and the rich technology heritage of the Midwest.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. Headquartered in Northville with offices in Grand Rapids, and Kalamazoo, Michigan, McKenna provides planning, zoning, landscape architecture, community and economic development and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients. Our success can be measured by the physical improvements to hundreds of McKenna client communities, and by our 45-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 20-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

HEADQUARTERS 235 East Main Street Suite 105 Northville, MI 48167 O 248.596.0920 F 248.596.0930 E info@mcka.com

### MCKA.COM

GRAND RAPIDS 124 East Fulton Street Suite 6B Grand Rapids, MI 49503 O 616-226-6375 F 248.596.0930 E info@mcka.com KALAMAZOO 151 South Rose Street Suite 920 Kalamazoo, MI 49007 O 269.382.4443 F 248.596.0930 E info@mcka.com



### HUD PROGRAM EXPERIENCE

McKenna has a record of success in assisting partner entitlement jurisdictions with their HUD program requirements, including Consolidated Plans, Analyses of Impediments to Fair Housing Choice, Housing Needs Assessments, Housing Studies, Annual Action Plans, CDBG and NSP planning, and administration that meet and exceed HUD requirements and community expectations, while coming in on budget and ahead of deadline. Over the past 10 years, McKenna has helped communities secure millions of dollars in direct federal funding for local housing, community development, and economic development programs. Below is a list of entitlement communities for which McKenna has provided community development services:

### Community Development Block Grant (CDBG) Minor Home Repair

City of Novi, Oakland County, Michigan Lyon Charter Township, Oakland County, Michigan Van Buren Charter Township, Wayne County, Michigan Garden City, Wayne County, Michigan

### Analyses of Impediments (AI) and Consolidated Plans (CP)

Alliance, Ohio (CP) Ann Arbor, Michigan (AI) Battle Creek, Michigan (AI, 2 CPs) Clermont County, Ohio (2 CPs, AI) Dearborn Heights, Michigan (CP and AI) East Lansing, Michigan (CP) Elyria, Ohio (CP and AI) Kalamazoo, Michigan (3 CPs) Kent County, Michigan (AI) Lima, Ohio (2 CPs) Lincoln Park, Michigan (CP and AI) Livonia, Michigan (CP) Macomb County, Michigan (CP) Midland, Michigan (AI) Michigan City, Indiana (AI) Saginaw, Michigan (CP) Sterling Heights, MI (AI) Springfield, Ohio (CP) Toledo, Ohio (CP) Wayne County, Michigan (CP)

### Housing Studies and Neighborhood Plans

Neighborhood Revitalization Plan, Bay City, Michigan Comprehensive Housing Study, City of Battle Creek, Michigan NSP2 Neighborhood Plan, City of Benton Harbor and Berrien County Land Bank, Benton Harbor, Michigan Senior Housing Plan, Genesee County Metropolitan Planning Commission, Flint, Michigan State-wide Senior Housing Study, Michigan State Housing Development Authority, Lansing, Michigan Senior Housing Study, Dearborn Heights, Michigan Senior Housing Market Analysis, Belleville, Michigan Livingston County Housing Rehabilitation Program, Livingston County, Michigan Romulus Residential Program, Romulus, Michigan South End Neighborhood Revitalization Plan, Bay City, Michigan Senior Housing Locational Analysis, Romulus, Michigan Michigan State Housing Development Authority Harmony Village Rehabilitation, Detroit, Michigan Western V Community Conference Housing Study, Belleville, Michigan Lincoln Park Housing and Community Development Program, Lincoln Park, Michigan Senior Housing Action Plan, Fenton, Michigan Housing and Community Development Plan, Romulus, Michigan Hazel Park Housing Study, Hazel Park, Michigan Highland Park Housing Assistance Plan, Highland Park, Michigan Upper Floor Housing Study, Bay City, Michigan Senior Housing Market Analysis, Ecorse, Michigan Manchester Housing UDAG, Highland Park, Michigan Housing Market Analysis, Frenchtown Charter Township, Monroe County, Michigan Belleville Area Senior Citizens Non-Profit Housing Corporation, Belleville, Michigan Addison Township Senior Citizen Non-Profit Housing Corporation, Lakeville, Michigan

### **AREAS OF SERVICE**

#### **Community Planning**

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

### **Economic Development**

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

### **Building Department Administration**

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

### **Parks and Recreation**

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings





### On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

### **Development Codes**

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- · Planning and Zoning Code Training Seminars
- On-Site Zoning Administration



### Complete Streets and Transportation Planning

- Complete Streets Policy
   Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

### **Public Participation (NCI Certified)**

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

### **Community Development**

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and
- Applications
- Housing Rehabilitation Administration
- Market Studies Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

### Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

### **Sustainability Plans**

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization
  Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

### Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses)
   Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design





### MCKENNA QUALITY ASSURANCE AND MANAGEMENT

Quality assurance is accomplished around 10 core quality management elements, or critical success factors. Under the direction of a Project Director, McKenna's Project Manager will accomplish these elements of managing projects.

### **Quality Elements:**

- 1. Client Service Building partnerships and satisfying client expectations.
- 2. Client/Project Team Project manager-led teams with project roles and allocated resources.
- 3. Scope/Deliverables Identifying and tracking fulfillment of project scope and deliverables.
- 4. Work Tasks Identifying and monitoring work tasks and work flow.
- 5. Schedule Identifying time frames and milestones, and progress reports with client.
- Cost Accounting Project Manager establishes budgets, invoicing and monitoring plan with Project Director.
- 7. Contracts/Negotiations Preparing contracts, subcontracts and any amendments.
- 8. **Technical/Production/Communication** Meeting technical and document production and communication requirements.
- 9. Quality Management Project Director manages the quality of our services including sub-consultants.
- 10. **Communications/Meetings** Ensuring ongoing formal communication with client and team.

McKenna carries out our quality management in three primary areas:

- Quality through project performance
- Quality through individual performance
- Project-specific quality management

**Project Director and Manager** - Each Project Manager has more than eight years' experience and tailors the program for each project individually, to ensure the standard of quality established by each client is achieved. The program is flexible, and can be adapted to meet the needs of large or small projects, and cross discipline lines.

**Accountability** - Communication is a most effective element in producing a successful project. Project teams hold regular work plan reviews with the project manager, task assignees, the department heads and others with a role in the project. Accountabilities are clearly identified and communicated, so that each project team member knows what is expected.

**Targets** - McKenna targets individual performance improvements using clearly defined roles and accountabilities for each professional involved in the project. Targets are available as a reference for setting goals and monitoring performance against standards and measurements.

**Effectiveness** - The effectiveness of our overall Quality Management Program demands that all personnel are aware of the professional, technical and ethical requirement of each project. Responsibility for implementation of the plan is team-wide under the direction of the Project Director. The Project Manager addresses the short- and long-term issues underlying the project. Project Managers also develop technical standards for the project, and procedures for implementing quality management, including a plan for timely completion of the project, while maintaining professional performance levels.

**Client Satisfaction** - A client satisfaction form will be provided at significant milestones as a quality control measure. Our level of performance will be graded and McKenna will make adjustments as requested by the City.

# **Project Understanding**

Having administered CDBG programs for communities in the Detroit metro area, including the City of Novi, McKenna has a clear understanding of the work required to be performed to successfully distribute the City's Minor Home Repair allocation. Our administrative efforts and procedures align with the requirements of the United States Department of Housing and Urban Development (HUD) for CDBG programs and those of Oakland County's Community and Home Improvement Division.

We understand the City is seeking a provider to administer the Minor Home Repair program's \$96,968 budget for the 2022 Program Year (July 1, 2022 – June 30, 2024), with administrative costs not to exceed the CDBG limit of 20% of the total program. Through our experience we understand that the City funds 15-20 projects annually with the Minor Home Repair Budget and anticipates this volume to continue based on available funding.

A qualified Administrator is expected to have the capability, experience, and familiarity with requirements to effectively operate the program in accordance with CDBG program requirements. In addition to the requirements specifically outlined in the RFP, we understand administration of the Minor Home Repair program requires a friendly face and caring attitude. This funding can tangibly improve the quality of life for residents of the City, and our prompt attention and effort to be efficient in the review and award process shows the City truly cares to help its citizens.

# Work Plan

In administering similar programs in nearby communities, McKenna has found the following procedural outline to result in effective and efficient completion of projects and awarding of available funding. This process allows us to comply with CDBG project vetting and reporting requirements that achieve HUD standards. However, if the City has made changes to the evaluation procedure we are expected to follow, we are happy to operate under an established framework.

We are experienced in the bidding process and have developed relationships with qualified contractors. Since Oakland County's Micro-transaction threshold is over the \$5,000 project cost, all projects funded through the program can be accomplished with a single bidder. As such, we perform a thorough vetting of proposing contractors to ensure the work will serve its intended purpose; we also have at the ready a team of building inspectors and officials to help validate the approximate cost of anticipated repairs if needed.

### **PRE-APPROVAL**

Our first step toward awarding of minor home repair funding is the pre-approval process, which includes an application filed out by the resident. The work description should be well-defined and supported by photos or other information that can be recorded for reporting. We will work with the applicant to verify their income levels, ownership status, property tax status, insurance policy, among other information. We also walk through the Lead-based Paint notification and compliance certificate, smoke detector verification, floodplain review, and State Historic Preservation review, County Environmental Review, and other checks to ensure the project can qualify for CDBG funding.

### **BID AND CONTRACT AUTHORIZATION**

Once a resident is pre-approved for participation in the program, they are able to move forward with the process of collecting quotes with an understanding they are eligible for funding assistance. Since all physical work performed will be accomplished by independent qualified contractors, we work hard to guide the applicant through the process of collecting quotes from contractors to perform the work.

When the quotes are submitted for review, we will check references, confirm contractor licenses and SAM registration are valid, and verify the scope of the quote matches the work described in the resident's application.

Once we have identified the qualified contractor to perform the work (typically, but not in all cases, the lowest bid from a qualified contractor) we will request authorization from the appropriate City of Novi representative to approve the contract amount. A contract is signed between the City and the contractor indicating the City has funding available and will pay the quoted amount for the work. Once signed, the work may begin (note: contractors are required to acquire permits for work if required by the building department).

### **PROJECT PROGRESS AND CLOSE-OUT**

We work with authorized contractors to receive ongoing project updates; any required change orders will be processed and approved by McKenna and the City's representative in cooperation with the contractor.

Once notified of completion, we will verify that any and all permits are closed out to the satisfaction of the City's inspectors prior to authorizing payment on the bill. We will work closely with City staff to provide timely payment to the contractor.

### **ONGOING PROJECT AND BUDGET REPORTING**

McKenna professionals will maintain a project tracking system to track applicants, projects, and the program budget; the information will be made available to the City at any point during the administration period, and we will submit a complete progress and budget report at the end of the contract duration.

We are also intimately familiar with the annual and ongoing reporting requirements of the Oakland County CDBG program and will work with representatives of the County to provide the ongoing updates and information required to continue the City's program eligibility.

# **Project Organizational Chart**

### CDBG MINOR HOME REPAIR ADMINISTRATION

City of Novi, Michigan



### MCKENNA





### Brian Keesey, AICP SENIOR PRINCIPAL PLANNER / GIS MANAGER



Master of Urban & Regional Planning Michigan State University **Bachelor of Landscape Architecture** Michigan State University

MEMBERSHIPS

American Institute of Certified Planners American Planning Association Michigan Association of Planning



#### Land Use Planning and Administration

Provides support for citizens and developers with land use information and application procedures. Reviews small and large scale development proposals, site plans, and special use applications and recommends action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Provides guidance and analysis for owners of properties affected by FEMA's updated flood survey.

#### Zoning

Provides on-site administration of zoning regulations. Researches topics and drafts zoning ordinance amendments, including regulation of signs, mining operations, and wind energy conversion systems. Presents recommendations to Planning Commissions and elected officials.

#### **Comprehensive Planning**

Facilitates visioning and goal-setting sessions to guide master plan development. Provides demographic analysis using U.S. Census data and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Provides graphic design and document layout for master plan updates, including formatting, photography, and presentation graphics.

#### Demographic Trend Analysis

Conducts studies on the effects of neighborhood gentrification on businesses in established commercial corridors, analyzing occupancy changes over several decades against known indicators of gentrification.

#### **Capital Improvement Programs**

Leads municipalities through the Capital Improvement Program process, including calls for proposals, organization of proposal presenters, the Planning Commission ranking process, formulation of summary reports, and recommendations to legislative bodies. Implements effective changes to the ranking process, evaluation criteria, and format of recommendation documents, as well as the formulation of a multi-year assessment process.



### PROFESSIONAL EXPERIENCE

### Signs and Wayfinding Systems

Researches and drafts ordinances to address changeable copy, electronic message boards, and content-neutral regulations, and presents to Planning Commissions and elected officials. Successfully coordinates the fabrication process, quality control, and installation of directional signage. Participated in Michigan State University's Campus Wayfinding Workgroup for the expansion of the wayfinding system. Designed street signs and wayfinding plans for MSU's East Lansing campus during its implementation of the Tri-County emergency response improvement initiative and collaborated with emergency response units, 911 call center, and law enforcement officials to ensure that all needs were met.

#### Geographic Information System (GIS) Analysis and Modeling

Provides analyses of U.S. Census data, consumer and market information, and development opportunities and patterns. Designs zoning and future land use maps for administration and comprehensive plans and develops online versions for public consumption using the ArcGIS Online platform. Administers databases of utility and infrastructure information. Completes numerous site surveys using GPS and Total Station software. Uses the resulting data to create Sketchup models and production graphics. Drafts site plans, engineering details and design documents using AutoCAD.

### MCKENNA





# Jane Dixon, NCI



Master of Urban and Regional Planning University of Michigan Bachelor of Arts in Political Science / Bachelor of Arts in History Oakland University

HONORS

Certificate of Women in Leadership – Michigan Municipal League 16/50 Project Michigan Association of Planning Student Project 2022 Award of Excellence

### PROFESSIONAL EXPERIENCE

#### Public Engagement

Creates public engagement strategies centered on ensuring equitable, accessible, and continuous involvement from all segments of a community. Applies engagement best- practices through technology and in-person methods. Approaches public engagement creatively to ensure communication is designed for the unique needs of each initiative from master planning, zoning ordinance amendments, and special projects. Facilitates community wide planning and design charrettes, statistically valid surveys, and public workshops. Ensures that the vision of the community is incorporated into all planning outreach through communication guidelines.

#### Land Use Planning and Administration

Supports citizens and developers with information about land use and application procedures. Reviews small and large scale development proposals, site plans, and special use applications and recommends action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Streamlines application processes and establishes internal process improvements.

#### Zoning

Provides on-site administration of zoning regulations. Researches topics and drafts zoning ordinance amendments, including regulation of signs, marijuana-related businesses, and adaptive reuse. Presents recommendations to Planning Commissions and elected officials.

#### **Comprehensive Planning and Recreation**

Provides demographic analysis using U.S. Census data and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Establishes land use trends and recommendations for future land use. Drafts market analysis of retail and housing sectors.

#### Administration and Program Management

Administers and manages state and federal grants for various municipalities. Provides support to residents and entities for efficient use of grant funds. Ensures compliance with all state and federal requirements for Community Development Block Grants.



American Planning Association Michigan Association of Planning

# **Professional Fees**

McKenna proposes to perform the services described in this proposal on an hourly basis, with overall costs not to exceed the 20% program limit of \$19,393.60 for the program year.

Our proposed staff members are at the Senior Principal and Senior classification levels. However, there will be instances where specific experience of our other planners is required. All services performed will be billed hourly in accordance with the following schedule.

Professional Classification	Rate Per Hour*	
President	\$175	<ul> <li>Rates include the following overhead Accounting, Advertising and Promotion, Books, Publications and</li> </ul>
Executive or Senior Vice President	\$160	Maps, Business Entertainment, Charitable Contributions, Computers,
Vice President	\$155	Furniture and Fixtures, Graphics Supplies and General Insurance,
Director	\$145	Interest, Legal, Licenses, Meals, Memberships and Subscriptions,
Senior Principal or Manager	\$135	Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional
Principal	\$130	Dues, Software, Taxes and Telephone.
Senior	\$115	These rates do not include
Associate	\$100	photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rate:
GIS Specialist	\$90	also do not include reimbursable costs for travel, courier, overnight
Assistant	\$90	mail, etc. Mileage will be invoiced at the Federal mileage rate.
Intern	\$75	These hourly rates are valid through December 31, 2023, after which they
Administrative Assistant	\$75	may change per classification by a percentage equal to the increase in
Consultation, preparation for, and sitting as expert witness in legal matters.	\$200	the Consumer Price Index for the price 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

### PROFESSIONAL FEE SCHEDULE FOR HOURLY RATED SERVICES

# **References and Letters**

Name of Project: Contact:	Lyon Charter Township Administration of Minor Home Repair Program (CDBG) Michele Cash, Clerk 58000 Grand River Avenue New Hudson, Michigan 48165 248-437-2240
Name of Project:	Charter Township of Van Buren Administration of Property Maintenance and Blight Control Program (CDBG)
Contact:	Matt Best, Director of Public Services 46425 Tyler Road Van Buren Township, Michigan 48111 734-699-8900
Name of Project:	City of Garden City Administration of Housing Rehabilitation Program (CDBG)
Contact:	Dale "Doc" Dougherty, City Manager 6000 Middlebelt Garden City, Michigan 48135 734-793-1600



January 14, 2020

To whom it may concern,

For over 20 years, McKenna has administered the Community Development Block Grant (CDBG) program for Lyon Charter Township. The minor home repair program has been in place since 2008, aiding low-income residents of the Township in making impactful investments into their homes. Projects that qualify for minor home repair funding include roof, window, or door replacements, HVAC, plumbing, or electrical repair, and other physical improvements that impact the quality of life of our residents.

Since the minor home repair program was initiated, McKenna has helped the Township distribute funding for 30 projects. McKenna's consultants have administered the program for the Township, including:

- Receipt of the applications from our residents;
- Vetting the applications for completeness and qualifications;
- Corresponding with contractors and evaluating project quotes;
- Awarding funds;
- Managing available Minor Home Repair budget;
- Reporting to Oakland County's CDBG Administrators.

We have been very satisfied with the service McKenna's team has provided for our residents in dispersing Lyon Township's minor home repair funds. The program has been administered in a timely, courteous, and professional manner; we are confident in the work that McKenna continues to perform for the Township and do not hesitate to recommend their services for administering a minor home repair program.

John Dolan Supervisor

Michele Cash Clerk

Patricia Carcone Treasurer

58000 Grand River Ave. New Hudson, MI 48165 Phone 248.437.2240

John Dolan Supervisor - Patricia D. Carcone Treasurer - Michele Cash Clerk Lise Blades Trustee - Kristofer Enlow Trustee - John Hicks Trustee - Sean O'Neil Trustee

www.lyontwp.org

January 14, 2020

City of Novi, Michigan Community Development Block Grant Administrator

Dear Sir or Madam,

McKenna has administered the City of Garden City's Community Development Block Grant (CDBG) program for a number of years - either in whole or part since 1990. Garden City is a subrecipient of Wayne County's entitlement CDBG program and – on top of conducting traditional "bricks and mortar" style projects – has long focused on housing rehabilitation for low- to moderateincome households.

We have found that McKenna "does what it takes" to accomplish our objectives, persistent in spite of changing funding levels, objectives, County staffing / administration, and increasingly tight spending deadlines. We have found their professionals to be sensitive and dedicated to our residents and responsive to our staff. In addition to serving as the CDBG administrator, McKenna has served as the City's planning consultant during the last three decades.

Typical roles required under our program that McKenna has successfully conducted are:

- Managing the annual application for funding process;
- Developing annual projects and qualifying the projects under the County's and HUD's regulations;
- Preparing and submitting required reports;
- Administering the housing rehabilitation program, from maintenance of files and intaking applications to administering construction contracts and submitting all paperwork for reimbursement;
- Administering "bricks and mortar" projects such as rehabilitation of City facilities, ADA-compliance improvements to public spaces, and the like.

In acknowledgement of the City's and McKenna's longstanding relationship, I offer this letter of recommendation. Please let me know if you have any questions; you may email me at DocD@GardenCityMI.org

Sincerely,

Dale "Doc" Dougherty City Manager



### **Charter Township of Van Buren**

TREASURER Sharry A. Budd

> TRUSTEE Paul D. White

To whom it may concern,

In 2015, McKenna began the Property Maintenance & Blight Control CDBG program in Van Buren Township. The program has been immensely effective. During this time, we have observed visual improvements to neighborhoods throughout the Township. Since the inception of the program the Mckenna team has accomplished the following:

- Issued notices to and had voluntary compliance with demolition of unsafe structures at ۰ 20+ properties.
- Issued notices to and had 40+ structures rehabilitated by property owners.
- Programmed CDBG funds and successfully used those funds to bid out and complete • demolition activity at 21 properties.
- Have worked successfully with Wayne Cunty for all of the demolitions.
- Have 40+ ongoing property rehab and demolition cases, actively working with property owners to get properties rehabbed and maintained.
- Filed the required quarterly reports and annual report required by Wayne County and HUD for compliance with their rules.

To fulfill these accomplishments, it's required McKenna to develop a close relationship with Housing & Urban Development (HUD), the Wayne County CDBG Program, and property owners in the Township. Fortunately for the Township, this close relationship and success have become a routine process for the Blight Control & Property Maintenance CDBG program at Van Buren Township. Therefore, we have found McKenna to be an invaluable component to our Blight Control & Property Maintenance CDBG Program.

Matt Best

Director of Public Services



# DECIMALLC

NMSDC

**MBE** Certified

## 030323 CDBG - Administration of CDBG Minor Home Repair Program

terprise



16870 Schaefer Hwy, Detroit, MI 48235 260-243-0591 | decimaai.com | alex.baloch@decimaai.com

### 030323 CDBG - Administration of CDBG Minor Home Repair Program

Due date: 03/23/2023 02:00 PM EDT RFP Number: 030323 Prime Contractor Name: Decima LLC Authorized representative: Alex Baloch Title: President Address: 16870 Schaefer Hwy, Detroit, MI 48235 Phone Number: 260-243-0591 E-mail: alex.baloch@decimaai.com

Proposal ID			
BDNET20962			
Order Date	Order Time		
03/23/2023	2:00 PM EDT		

Point of Contract Signature



### **Company Overview:**

Decima, established in 2018, delivers a complete suite of services including but not limited to design-build, operational maintenance, and optimized turnkey solutions that are smarter, eco-friendly, economical, safe, and sustainable. Our domain of expertise includes construction management, project management, cost estimation, electrical, mechanical, industrial automation, renewable energy integration, and IT services. Our team of professionals possess multi-disciplined experiences, with a legacy of delivering high-quality and value-oriented results. The innovative solutions at Decima are based on extensive R&D to keep pace with the digital revolution.

### Proposal Introduction:

Decima is looking forward to fulfill all requirements given by the city, and ensures to complete the project on given time.

At Decima, we pride ourselves on our ability to offer a wide range of services in the housing industry. With our expertise in both home repair services and construction, we have the capacity to handle any job, no matter how big or small. Our skilled team of professionals can provide repairs for minor issues such as leaky faucets, downspouts, gutter, siding, water and waste lines and furnaces, replace light fixtures and install switches as well as tackle larger projects such as kitchen and bathroom remodels, room additions, and new construction. Our comprehensive approach to home services ensures that our clients receive high-quality workmanship and exceptional customer service. We are committed to meeting the unique needs of each of our clients and providing them with the best possible solutions for their home repair and construction needs.

We believe in standing out. We stand out with our unique, secure and efficient management platform and consultants. It helps us in managing project resources, finances, and schedule from project planning to closeout. This will provide us performance data, daily progress reports, day ahead planning, task allocations, and efficient management of project resources.

We are committed to provide technical, well trained certified team of professional to carry all the activities set forth in the RFP documents and as per customer satisfaction.



### 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 2022 Program Year beginning July 1, 2022. 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 years (2) years (from July 1, 2022 – June 30, 2024).

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, Thursday, **March 23**, **2023**.

Proposals may be uploaded to the MITN website at <u>www.mitn.info</u>, OR a hard copy submitted to: City of Novi, Attn: Finance Department, 45175 Ten Mile Rd., Novi, MI 48375-3024. Mailing envelopes must be plainly marked "ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM" and must bear the name of the Proposer.

### CITY OF NOVI FINANCE DEPARTMENT 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.

Tracey Marzonie Purchasing Manager

Notice dated: March 3, 2023



March 3, 2023

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 <u>must</u> 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. <u>CAPABILITY</u> – 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. <u>EXPERIENCE</u> – 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. <u>FAMILIARITY (with CDBG requirements)</u> – Provider's familiarity with the Community Development Block Grant (CDBG) program requirements and ability to comply with all CDBG required guidelines.

4. <u>COST</u> – 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) 735-5692 or slilla@cityofnovi.org.

Sincerely,

Sabrina Lilla Deputy Finance Director
#### COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE CONTRACT PY 2022

<u>City of Novi</u> Municipality

Decima LLC

# Service Agency

Effective Date: July 1, 2022 Ending Date: June 30, 2024

This contract shall be effective for 2\_years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 2 years in duration.

### CONTRACT FUNDING SOURCES:

Community Development Block Grant (CDBG) Program Year: 2022

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

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

Total CDBG Dollar Amount of Contract: **\$96,968.00** 

#### Section I. AGREEMENT

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

(Name of Service Agency)

hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)

and, \_\_\_\_\_City of Novi, Michigan\_\_\_\_\_, hereinafter designated as the "Municipality",

(Name of Municipality)

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

# Section II. PURPOSE

A) The purpose of this contract shall be:

To provide Minor Home Repair (and mobile home repair) services utilizing designated Community Development Block Grant Funds in the amount specified above.

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

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.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

### Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's 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(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform/administer the services prescribed by this agreement, including administering the application review process, performing all necessary pre-inspections to determine scope of requested repair, awarding 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, securing licensed lead contactors to do lead work, performing inspections during and at completion of minor home repair projects for each applicant, handling all complaints/concerns from applicants in a timely manner, complying with all CDBG Minor Home Repair Program regulations in addition to meeting all State and Local laws, ordinances, codes and regulations.

- F) 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 Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality\_shall be named as an additional insured thereon and furnished with a certificate thereof when applicable. See Attachment A.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.
- I) 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.
- J) 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 MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and

time intervals as specified here.

# Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD "presumed benefit" verification.

# Section VI. DISCRIMINATION PROHIBITED

The Service 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 Service 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, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

# 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 CONTRACT PROVISIONS

- A) <u>Merger or Integration</u>: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) <u>Modification, Assignment or Subcontracting Absent Prior Written Consent:</u> No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service 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) <u>Termination</u>: 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 and Oakland County Community & Home Improvement Division of its intention to terminate and an

opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.

- D) <u>Addendum</u>: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) <u>Hold Harmless</u>: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, 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) <u>Confidentiality</u>: The use or disclosure of information by the Municipality or Service Agency 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 required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) <u>Disputes</u>: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality 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 Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) <u>Notices</u>: Whenever under this agreement a 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. A copy shall be provided to Oakland County Community & Home Improvement.
- 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) <u>Copeland "Anti-Kickback" Act</u>: 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) <u>Reporting/Monitoring Requirements</u>: 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) <u>Patent Regulations</u>: 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 GSA's System for Award Management (SAM) (https://www.sam.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.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### Section IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

	SERVICE AGENCY	MUNICIPALITY		
Name:	Decima LLC	Name:		
Represent	ative Name: Alex Baloch	Representative Name:		
Phone #:	260-243-0591	Phone #:		
Address:	16870 Schaefer Hwy	Address:		
///////////////////////////////////////				
	Detroit, MI, 48235			
E-mail Address: alex.baloch@decimaai.com E-mail Address:				
IRS #:				

### Section X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

	SERVICE AGENCY	<b>MUNICIPALITY</b>
Name:	Decima LLC	Name:
Officer Name:	Alex Baloch	Officer Name:
Officer Title:	President	Officer Title:
Signature:	A	Signature:
Witnessed:		Witnessed:
Date:		Date:



# 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, 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.

#### ADMINISTRATION OF CDBG MINOR HOME REPAIR PROGRAM



### 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/ Administration Fee	15 %	\$ 14,545.2	
Labor & Materials	85 %	\$ 82,422.8	
TOTAL AMOUNT AVAILABLE FOR THE 2 YEAR PROGRAM*	100 %	\$ 96,968	

\* Please note: The total amount as shown covers the program management/ administrative fees AND the labor and materials for the home repairs. There will be no additional funds available.

We acknowledge the following addenda: <u>N/A</u>

(please indicate addendum number)

	N/A				
PROPOSAL SUBMITTED BY:					
Name (printed)	Alex Baloch				
Title:	President				

Company	(Legal Registration) <u>Decima</u>	LLC		
Address _	16870 Schaefer Hwy			
City	Detroit	StateM	<u> </u>	48235
Telephon	e 260-243-0591	Fax		
E-mail	alex.baloch@decimaai.com			
Signature			Date <u>3/22</u>	2/2023