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## **ADDENDUM 1 – RFQU 22-04 WEATHERIZATION INSPECTORS**

**MAY 5, 2023**

### **All Vendors:**

The purpose of this addendum is to modify and/or clarify the above project. Information published here becomes part of the solicitation and is official and final. Vendors are to acknowledge the receipt of all addenda in their submission.

### **ITEM 1: REVISION:**

Please see Exhibit A. This exhibit is an updated example of the contract language.

Exhibit A

Effective Dates: [2 year timeline]

Program Title: Weatherization Assistance Program and/or MI HOPE

Contract Type: Weatherization CONTRACTOR

**CONTRACT FOR SERVICES**

**BETWEEN**

**OTTAWA COUNTY, FOR AND ON BEHALF OF  
OTTAWA COUNTY COMMUNITY ACTION AGENCY**

**AND**

**[company name]**

WITNESSETH

This Contract is entered into as of [date], by and between the Ottawa County, for and on behalf of, Ottawa County Community Action Agency (OCCAA), hereinafter referred to as the "AGENCY," having its principal offices at 12251 James Street, Ste. 300, Holland, MI 49424, and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR," having its principal office located at \_\_\_\_\_

Subject to the conditions contained below, the AGENCY and the CONTRACTOR mutually agree as follows:

- A. Ottawa County Community Action Agency (the AGENCY) has been given the authority to subcontract in the State of Michigan to implement the Weatherization Assistance for Low-Income Persons Program, pursuant to Title IV, Part A of the Energy Conservation and Production Act of 1976, 42 USC 6861-6872, as amended, and Housing Quality Standards and Uniform Physical Condition Standards as needed for other agency programs and designated services for the Michigan Housing Opportunities Promoting Energy Efficiency Program through the Michigan State Housing Development, hereinafter referred to as the "MI HOPE Program";
- B. The AGENCY desires to engage an CONTRACTOR to assist in the performance of the above- mentioned programs;
- C. THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the AGENCY and the CONTRACTOR mutually agree as follows:

**I. STATEMENT OF WORK**

The CONTRACTOR shall furnish or have access to all supervision, labor, tools, equipment, materials, services, and perform all work required. The property(ies) to be contracted for audit/inspection will be included in the notice issued by the AGENCY as the property(ies) is (are) determined eligible for services. CONTRACTOR agrees to inspect said dwellings in a professional and thorough manner at such times and places as designated by the AGENCY. Audits/inspections will include all test and measurements required by the Michigan Department of Human Services and/or Ottawa County Community Action Agency. CONTRACTOR will provide all completed reports required in conjunction with the audit/inspection, this will require use of the FacsPro web-based software.

## II. PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be [insert date here] through [insert date here]. The contract may be extended for a period of up to one year upon mutual written agreement by the parties.

## III. GENERAL CONDITIONS

- A. The CONTRACTOR shall be considered an independent contractor and not an employee of the AGENCY. The CONTRACTOR shall be solely responsible for the performance, general direction, supervision, and efficient business administration of the work to be performed under this Contract.
- B. The CONTRACTOR shall not begin work until the AGENCY has given its approval to the CONTRACTOR to do so.
- C. All audits/inspections shall be completed in a professional and thorough manner acceptable to the AGENCY and shall be performed in accordance with the procedures outlined in the Technical Weatherization Policies Manual and the Community Services Policy Manual incorporated herein by reference.
- D. It will be the responsibility of the CONTRACTOR to conduct the site visit and enter data into the "Inspection TAB" required on the IWC and the NEAT/MHEA audit. Audits must include the completion of the applicable data of the "Inspection TAB" required on the IWC as well as the blower door testing and health and safety inspection/testing. This must be done within (5) business days of the site visit. The CONTRACTOR may also be required to evaluate the adequacy, effectiveness and quality of work performed (quality control inspections). Quality control inspections must be done within (5-10) business days of receiving written notification from the Weatherization Program Coordinator that necessary measures have been completed. Inability to schedule the energy audit or quality control inspections must be communicated to the AGENCY as this situation occurs.

The AGENCY reserves the right to approve or disapprove any CONTRACTOR/ SUBCONTRACTOR relationship or assignment. Therefore, the CONTRACTOR will not enter into a Subcontract Agreement or assignment without receiving prior written approval from the AGENCY. All subcontractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities. The Contract shall inure to the benefit of and be binding upon the parties hereto and their respective assignees and successors.

- E. The CONTRACTOR agrees that all work will be performed by himself/herself or his/her employee or his/her subcontractors, if any may be used.

- F. The CONTRACTOR shall fully comply with all applicable State and/or Federal laws, regulations, conditions and requirements which pertain to the receipt of funds by the AGENCY for weatherization projects, weatherization deferral projects, and projects under the MI HOPE program and the performance by the CONTRACTOR of his/her work pursuant to the Contract.
- G. The CONTRACTOR covenants and agrees with the AGENCY that this Agreement shall be performed, executed and implemented in accordance with the requirements of Executive Order No. 12246 of September 24, 1965, and as amended by Executive Order 13375 of October 1967, the regulations promulgated pursuant thereto by the Equal Employment Opportunity Commission of the Department of Labor, and the provision of Title VI or Title VII of the Civil Rights Act of 1964. Pursuant hereto, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, and shall take such affirmative action as may be required to comply with such laws, rules or regulations.
- H. The CONTRACTOR agrees hereby to indemnify and hold harmless the members of the AGENCY, the members of Ottawa County Board of Commissioners or any of its committees and Boards, and all employees of the AGENCY from all suits, actions, claims, costs, losses, or expenses (including reasonable attorney fees) of any character, time and description brought for or because of any damages by or from the successful bidder or by or in consequence of any neglect in safe-guarding the work or in performance of the work or through defective workmanship or materials, or by resulting from any act, omission, or misconduct of the CONTRACTOR or any of his/her representatives, servants, or employees. In addition, CONTRACTOR shall indemnify such parties for any funds disbursed by the County to the CONTRACTOR which are wrongfully appropriated and utilized by the CONTRACTOR or paid to the CONTRACTOR based upon false or misleading representations or information.
- I. The CONTRACTOR shall have access to equipment that meets the specifications of the AGENCY in order to adequately perform audit/inspection and quality control/post weatherization inspections. Said equipment shall include the following:
- a. Blower Door with a current model digital gauge or approved equivalent
  - b. Carbon Monoxide Detector
  - c. Gas/Leak Detector
  - d. Brand Electronics Digital Power Meter Model 4-1850 WX for metering refrigerators
  - e. Smoke Pencil for measuring drafts and air flow or preferably an air flow meter (we use a Dwyer 460 Air Meter)
  - f. Digital Camera
  - g. Ladders, drill, and general purpose/carpentry hand tools
- In the event that the CONTRACTOR does not have his/her own equipment CONTRACTOR may utilize OCCAA purchased equipment. All equipment lent to the CONTRACTOR must be noted on the OCCAA Equipment Loan Agreement (Exhibit B).
- J. Should any dispute arise in respect to the true construction or meaning on drawings of the specifications, or should any dispute arise with respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any loss sustained by the Owner or the AGENCY, if the manner of its estimation is not herein otherwise provided for, the same shall be determined as follows: The CAA Advisory Board shall hear the dispute and recommend terms for settlement. If

the terms of the recommended settlement are not satisfactory to both AGENCY and CONTRACTOR, then the dispute shall be brought to an arbitration panel for settlement. The arbitration panel shall be composed of three persons: one representative appointed by the Board; one representative appointed by the CONTRACTOR; and a third appointed by the first two representatives. The decision of the arbitration panel shall be final.

- K. The CONTRACTOR shall participate in training as required by the Michigan Department of Health and Human Services, Bureau of Community Action and Economic Opportunity, Weatherization Division or as requested by the AGENCY. The AGENCY shall reimburse travel costs, on a case-by-case basis, as determined by the Bureau of Community Action and Economic Opportunity. Costs associated with the described training at the completion of training upon submission of documentation supporting the requested reimbursement. In addition to these costs the CONTRACTOR will be paid a \$231 stipend for a full day (5+ hours) and 108/half-day stipend (up to 5 hours) stipend for conference/training attendance per person approved by the AGENCY. Details regarding CONTRACTOR stipends are as referenced in the Community Services Policy Manual 618.
- L. The CONTRACTOR, if working on staff in another Community Action Agency's weatherization assistance program, must utilize training and technical assistance provided by said agency. The AGENCY will not provide stipends or other travel cost reimbursement for an CONTRACTOR employed by another Community Action Agency.
- M. The CONTRACTOR shall be reasonably available to AGENCY personnel and contracted installation personnel for follow-up questions and clarification during regular business hours. Reasonable availability shall, at a minimum consist of availability of a functioning cell-phone during the hours of 8:00 am to 5:00 pm, Monday through Friday. The CONTRACTOR must communicate any audit or inspection related concerns to the AGENCY in writing.

#### **IV PAYMENT**

- A. For performance under the terms of this Contract, the AGENCY will pay the CONTRACTOR the amounts specified in the attached price list (Exhibit A).
- B. No payment shall be made until after satisfactory review and approval of the work by the AGENCY.
- C. Upon completion of all work on a client's dwelling, the CONTRACTOR shall submit his/her Request for Payment on an invoice to the AGENCY at the business address of the AGENCY. The Agency will issue payment to the CONTRACTOR within thirty (30) days of receipt of invoice, providing work has been reviewed and is satisfactory.

#### **V. INSURANCE**

During the term of this Contract, the CONTRACTOR shall maintain and pay the premiums for the following insurances with respect to the completion of all of his/her duties and obligations pursuant to this Contract:

- A. The CONTRACTOR shall carry or require that there be carried Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Michigan Worker's Compensation Laws.

- B. The CONTRACTOR shall carry Liability Insurance which shall include coverage for acts of independent contractors or subcontractors. Such policy shall include the minimum coverage of \$1,000,000 aggregate.
- C. The CONTRACTOR shall carry business automobile liability insurance covering all vehicles to be utilized in connection with this Contract with limits for bodily injury or death of at least \$500,000 for each person and \$1,000,000 for each occurrence, and property damage of at least \$50,000 or \$1,000,000 combined single limit. All Michigan statutory coverage shall be included. Minimum deductible amounts will be included.
- D. Prior to signing the Contract, copies of all insurance certificates noted above must be on file at the AGENCY. The AGENCY must be named as party of interest on all certificates.
- E. Each insurance policy shall be in such form and with such provisions as are generally considered standard for the type of insurance involved and shall prohibit cancellation, termination, or material modification by the insurer without at least 30 days prior written notice to the AGENCY at the address shown on the cover page of this Contract.

**VI. SPECIAL REQUIREMENTS**

**A. Temporary Suspension of Contract (Force Majeure):**

If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of the statute or regulations, due to an act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.

During the terms of suspension, the AGENCY the CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply, the funds to be held in readiness for the immediate reinstatement of this Contract.

**B. Termination or Suspension (For Cause):**

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving written notice in the form of a certified letter to the CONTRACTOR specifying the rationale for the decision and effective date of termination or suspension. In such event all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by the CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

- C. Termination (For Convenience):  
The AGENCY or CONTRACTOR may terminate this Contract at any time by giving at least 10 days written notice to the other part of such termination and specifying the effective date thereof.
- D. AMENDMENTS:  
This Contract shall not be subject to any alteration, amendment, extension or rescission without the prior written consent of both parties to this Agreement.
- E. Entire Agreement: his Contract, when signed by the AGENCY and the CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein. All prior oral or written understandings and agreements are specifically merged herein. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.
- F. Captions: The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provision hereof. All attachments are incorporated herein by reference as though fully stated herein.
- G. Governing Law and Enforceability: This Contract has been executed in the State of Michigan and shall be governed by Michigan Law. The waiver of any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reasons, the unenforceability thereof shall not impair the remainder of the Contract, which shall remain in force and effect.
- H. Severability: If any provision of this Contract is determined to be unenforceable or is struck, the remaining provisions shall remain in full force and effect.
- I. Signatures: The signatories warrant that all statements contained within this contract, including any attachments are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this CONTRACT to be executed with one (1) original copy on the day and year first above written.

**FOR THE CONTRACTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_ Date \_\_\_\_\_

**OTTAWA COUNTY, for and on behalf of  
Ottawa County Community Action Agency**

Joe Moss, Chair Date \_\_\_\_\_ Witness \_\_\_\_\_ Date \_\_\_\_\_  
Board of Commissioners

Justin Roebuck, Clerk/Register Date \_\_\_\_\_ Witness \_\_\_\_\_ Date \_\_\_\_\_

EXAMPLE



Ottawa County Community Action Agency  
Weatherization Assistance Program

All audit and inspections shall be completed in a professional manner acceptable to the AGENCY and shall be performed in accordance with the procedures outlined in the Michigan Weatherization Field Guide (wxfieldguide.com) Standard Works Specifications (SWS), Job Task Analysis (JTA) (<https://www.energy.gov/scep/wap/weatherization-installer-job-aids-and-single-family-interactive-3d-house#attic> ), and the Community Services Policy Manual (CSPM). Audits/Inspections will include all tests and measurements required by the Michigan Department of Health and Human Services and/or Ottawa County Community Action Agency.

CONTRACTOR will provide all completed reports required in conjunction with the inspection.

Trip Charge applies when the CONTRACTOR conducts a brief follow-up check on an identified audit/inspection issue or provides consultation with contracted installers at the work site. Trip Charge must be communicated in writing to the AGENCY by the CONTRACTOR before completing.

The prices noted below shall incorporate all associated costs for conducting the audit/inspection, preparing and submitting the audit report, consultations with agency personnel and contract installers, travel expense, etc.

Weatherization Audit:	\$ _____
Weatherization Quality Control Inspection:	\$ _____
Trip Charge:	\$ _____
Housing Quality Standards (HQS)	\$ _____



Ottawa County Community Action Agency

12251 James St, Suite 300

Holland, MI 49424

Phone: 616-393-4433

Statement of Equipment 'Loan" Usage:

1 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

2 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

3 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

4 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

5 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

6 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_  
 Notes \_\_\_\_\_

7 \_\_\_\_\_ Serial # \_\_\_\_\_  
 Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_

EXAMPLE

Notes \_\_\_\_\_

8 \_\_\_\_\_ Serial # \_\_\_\_\_

Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_

Notes \_\_\_\_\_

9 \_\_\_\_\_ Serial # \_\_\_\_\_

Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_

Notes \_\_\_\_\_

10 \_\_\_\_\_ Serial # \_\_\_\_\_

Return Date \_\_\_\_\_ Inspected by \_\_\_\_\_

Notes \_\_\_\_\_

By signing, the inspector agrees to the following:

1. To use this equipment only for work being conducted for Ottawa County Community Action Agency (OCCAA).
2. To only use the equipment for its intended purpose and to handle and maintain it properly.
3. To submit to an annual inspection of the equipment that was loaned to the inspector on the date listed above, unless it is returned.
4. I understand that I am responsible for the proper care and security of the equipment and I am liable for damages resulting from willful intent or negligence. Charges for repair due to misuse of equipment may be the responsibility of the inspector as determined on a case-by-case basis.
5. If equipment is lost or damaged, I will notify OCCAA immediately.
6. Equipment loaned is for the sole use of the inspector listed on this form. Equipment may not be sub-loaned to any other individual or agency.
7. I agree to hold Ottawa County harmless from any damage or injury that is caused by my use of the equipment.

Inspector \_\_\_\_\_ Date \_\_\_\_\_ OCCAA Program Director \_\_\_\_\_ Date \_\_\_\_\_

annual inspection date	_____	annual inspection date	_____	annual inspection date	_____	annual inspection date	_____
by:	_____	by:	_____	by:	_____	by:	_____