

CITY OF HIGH POINT

AGENDA ITEM



Title: 2020 Urgent Repair Policies Amendment

From: Michael E. McNair, Director

Meeting Date: February 15, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Amended URP20 Procurement and Disbursement Policies

PURPOSE:

To seek Council approval of Urgent Repair Program (URP) policies and procedures amendment required by the North Carolina Housing Finance Agency.

BACKGROUND:

NCHFA requires URP grant recipients to adopt policies and procedures defining their procurement and assistance protocols. Due to the difficulty in getting bids for our URP projects, we are seeking to contract with a nonprofit housing repair and development organization, Community Housing Solutions (CHS) in Greensboro. While we will continue to primarily solicit bids using an open and competitive process, projects may be assigned to CHS when no responsive and responsible bid(s) is received. In addition, should we receive fewer than three (3) bids/quotes, the project can be awarded if the bid(s) received are responsive and responsible, as defined in the URP Procurement Policy.

The inability to get sufficient bids has caused delays in our ability to address urgent repairs in a timely manner. In order to better serve our homeowners and administer the program more effectively, we believe it will be in the best interest of the program to add the option of contracting with CHS.

BUDGET IMPACT:

Funds are budgeted in the current year and no additional funds are being requested to contract with CHS.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the amended URP20 Procurement and Disbursement Policies, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



City of High Point

Procurement and Disbursement Policies, Amended 2020 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, the City of High Point (the City) promotes a fair, open and competitive procurement process as required under North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry, or from vendor lists obtained from the City's Purchasing Division. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Project Manager and submit proof of insurance.) Any contractor listed with and approved by the City will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) that the bid is within 15% on the low end of the City's nominal amount or 15% on the high end of the City's nominal amount and that (c) there is no conflict of interest (real or apparent).

Should fewer than three (3) bids be received, the Project Manager may move forward in awarding the project to a responsive and responsible bidder.

3. In the event there are no responsive and responsible bids received in response to a bid solicitation, the City will assign the project to a non-profit housing repair and development organization, Community Housing Solutions (CHS), to undertake needed home repairs. The City will enter into an open contract with CHS so that projects to implement this option. The City's Project Manager will prepare the work write-up and cost estimate for each project, which will then be reviewed and finalized in consultation with the Home Repair Project Manager with CHS. CHS will then execute repairs in accordance with the agreed upon work write-up and stated cost.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites may be considered separate and apart when awarded and may be awarded to the lowest responsive and responsible bidder(s) for each job site.
5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
7. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the Project Manager and all parties to the original contract. The change order must also detail any changes to the original contract price.
8. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk thru” shall be held at the work site prior to commencement of repair work.
9. The City reserves the right to reject any or all bids at any time during the procurement process.
10. In the event of a true emergency, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. In the event phone bids are used, the City of High Point will call the first three responsive contractors on the approved contractor registry. The City will track who has been called and responsive and will rotate through the list before starting through the rotation again. Should such methods ever become necessary, the transaction will be fully documented.
11. If the nature of a repair is such that the repair can be made during the contractor’s initial inspection, or service or diagnostic call and the repair does not exceed \$1,000, a work write-up or bidding process will not be required. The contractor must, however, provide a quote to the Project Manager prior to completion of the work. Should this method of repair be used, the transaction will be fully documented, and the Project Manager may use a City procurement card as method of payment.
12. As the work being performed under the URP does not meet the minimum threshold requiring a formal bidding process under North Carolina General Statutes, bids (or quotes) may be mailed, hand delivered in a sealed envelope, or via email as instructed in the bid package. All bids will be opened and viewed publicly at a time and place to be announced in the bid package. All bidders are welcome to attend.
13. The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement procedures and will make special outreach

efforts to include Minority/Women Business Enterprise (M/WBE) businesses within its contractor and subcontractor pool.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City's Project Manager, (b) the homeowner, and (c) the code enforcement officer as appropriate for the project prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 7-10 business days from receipt for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy complaint process if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.)
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies, as amended, are adopted this the _____ day of _____, 2021.

City of High Point

BY: _____

SEAL

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policies.

BY: _____

COMPANY NAME: _____

WITNESS: _____