



Barry County

REQUEST FOR PROPOSAL (RFP) FOR ROOFING PROJECTS

Issue Date: November 21, 2017

Due Date: December 7, 2017

1.0 Project Description

Historic Charlton Park Village, Museum & Recreation Area (Charlton Park) an agency of Barry County is seeking Proposals from qualified individuals, businesses, or corporations for roof replacement on the Charlton Center Church, Upjohn House, Main Street Complex, and Upjohn Carriage House, all located at 2545 S. Charlton Park Rd., Hastings, MI 49058.

2.0 Submission Requirements

2.1 Due Date, Time and Place

All proposals are due no later than 4:00 p.m. on Thursday, December 7, 2017 at the Charlton Park Executive Director's Office, 2545 S. Charlton Park Road, Hastings, MI 49058. Proposals received at other locations or delivered after the due date and time will not be accepted.

2.2 Submission of Proposals

Proposals must be submitted in a sealed envelope or package and clearly marked on the outside: **"PARK ROOFING PROJECTS"**.

Response to this proposal should be concise and must include all required information. Contractors are required to submit an original and one (1) copy. **The proposal must remain valid for at least 90 days.**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

2.3 Oral Presentation

Those submitting a proposal may be required to make an oral presentation of their proposal to a Committee consisting of Charlton Park Board officials. The presentation provides an opportunity for the Contractor to clarify the proposal to ensure thorough mutual understanding. The Charlton Park Board will schedule such presentations as it deems necessary.

3.0 General Information

3.1 Right of Rejection

Charlton Park reserves the right to reject any or all bids/proposals, to waive informalities or irregularities in bids/proposals, and/or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in Charlton Park's best interest at its sole discretion.

3.2 Advice of Omission or Misstatement

In the event it is evident to a vendor responding to an RFP that Charlton Park has omitted or misstated a material requirement to an RFP and/or services required by an RFP, the responding vendor shall advise the Executive Director's Office at (269) 945-3775 of such an omission or misstatement.

3.3 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the vendors. Proposals submitted become the property of Charlton Park after the proposal submission deadline.

3.4 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to an RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of Charlton Park after the proposal submission deadline.

3.5 Cost of Preparation

Charlton Park will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the vendors. Charlton Park is an agency of the County of Barry and is not subject to sales tax and as such it shall not be included in the final cost proposed.

3.6 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from a proposal must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Charlton Park reserves the right to accept or reject in whole or in part any form contract submitted by the vendor and/or to require that amendments be made thereto, or that an agreement drafted by Charlton Park be utilized.

3.7 Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Charlton Park will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.8 Pre-Opening Inquiries/Response

Any explanation desired by a prospective vendor regarding the meaning or interpretation of an RFP and attachments must be requested in writing and presented to the Charlton Park Executive Director's Office. Written requests may either be delivered in person or mailed.

All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFP. Receipt of all amendments shall be acknowledged upon the proposal by attachment at the time of the submission of the proposal. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

3.9 Site Inspection

A walkthrough may be done with Charlton Park officials on Thursday, November 30, 2017 beginning at 10 a.m.

4.0 Contractual Terms and Conditions

4.1 Indemnification and Hold Harmless

A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Charlton Park and Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Charlton Park and Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to Charlton Park and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

4.2 Application Law and Venue

This agreement shall be construed according to the laws of the State of Michigan. Charlton Park and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.

4.3 Compliance with the Law

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

4.4 Independent Contractor

The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of Charlton Park and Barry County and shall not be entitled to any fringe benefits received by the Park's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

4.4 Licensing

Each Proposer shall provide a current copy of their State of Michigan contractor's license.

4.5 Insurance

The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).

- a)** Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- b)** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor s Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- c)** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d)** Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
- e)** Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- f)** Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Charlton Park Executive Director, 2545 S. Charlton Park Rd., Hastings, MI 49058.

g) Proof of Insurance - The vendor shall provide to Charlton Park at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

5.0 Award

5.1 Basis of Award

An award, if made, will be made to the responsible Proposer whose proposal is most advantageous to Charlton Park, taking into consideration price and the other factors set forth in this Request for Proposals. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by Charlton Park shall be utilized in the final award. Charlton Park reserves the right to accept or reject any or all proposals and to award the contract to the proposal that Charlton Park deems most advantageous to Charlton Park.

5.2 Presentations

Upon receipt and evaluation of the responses, selected Proposers may be required to make in person presentations to Charlton Park.

5.3 Contract Approval

The final award of a contract is subject to the approval by the Historic Charlton Park Village, Museum & Recreation Area Board of Directors.

6.0 Scope of Services

- Contractor shall be required to obtain any and all building permits as necessary.
- Contractor shall remove all shingles/roofing materials and dispose of as defined by law. (Exception to removal may include flat roof area on Main Street and Church Steeple Access).
- Contractor shall include new 30lb. underlayment or synthetic equal on all roofs/decking.
- 6 feet of ice guard is to be included at eaves.
- 3 feet of ice guard is to be used in valleys.
- Contractor shall install new standing seam steel, 24 gauge high strength steel roofing according to manufacturer specifications. No visible fasteners. Color to be determined by owner.

- Installation of insulation and condensation/moisture control barrier on Church, Upjohn House, and Main Street. (Excludes Carriage House, Main Street Porch).
- Contractor shall include all new roof boots/membrane systems per manufacture's specifications.
- New flashing and counter flash walls.
- Contractor shall include new ridge vent and ridge cap.
- Non-Penetrating Snow & Ice Guards on all roofing.
- Purlins and Furring strips where necessary.
- New drip edge color matching.
- Install new Fascia boards as necessary. Color to match existing
- Install Modified Bitumen single ply membrane heat welded and fully adhered on existing flat roofs.
- Main Street Porch roofing to be replaced with a new Metal Cedar Shake on each side of flat roof. Color to be determined by owner.
- Reinstall Eves Trough were necessary upon completion (Galvanized)
- Contractor shall ensure building interiors remain protected at all times ensuring no moisture, debris, building materials, and/or other construction items fall inside any structure. (Access for covering interiors may be provided as necessary).
- Contractor shall leave roof and work site clean and free of all construction material and related debris. Responsible for disposal of all material and grounds restored to pre-construction condition.

7.0 Agreement Terms and Conditions

Charlton Park is seeking a proposal for replacing roofs on the Carlton Center Church (including Steeple & Steeple Access), Upjohn House/ Office (not including front porch), Main Street Complex, and Upjohn Carriage House. Proposal cost shall include warranty information for all materials and labor. Proposal cost shall include the following options:

1. Contract cost for Carlton Center Church.
2. Contractor cost for Upjohn House/Office.
3. Contractor cost Main Street Complex.
4. Contractor cost Upjohn Carriage House.
5. Contractor cost 1-4 combined package.

7.1 Contract Schedule

Contractor shall provide an estimated time schedule based on award of contract for project completion. Contractor shall provide any required fee schedule based on award of contract.

7.2 Budgetary Information

The Proposal shall identify the budgetary cost for the following categories divided between labor and materials:

- Cost of removing existing roofing material
- Cost of underlayment, ice shield underlayment, and ice & snow guards, and all flashing
- Cost of purlins and furring
- Cost of Steel roofing including ridge vent and cap
- Other (please list)
- Decking/Sheathing replacement where necessary. (Quote rate per man hour plus (+) material.)
- Installation of new eaves trough where it does not currently exist (Galvanized half-round) (Quote rate per man hours plus (+) material.)
- Removal and Replacement of siding on the Church Steeple only. Color to match existing. (Quote rate per man hour plus (+) material.)

For these services and all costs associated with fulfilling the scope of services outlined in this RFP.

Please direct questions to:

Charlton Park
Dan Patton, Executive Director
2545 S. Charlton Park Rd.
Hastings MI 49058
Phone: 269-945-3775
E-mail: dpatton@barrycounty.org