

CITY OF CHARLOTTE REQUEST FOR PROPOSALS

Heat Exchanger Cleaning and Tube Replacement Charlotte Wastewater Treatment Plant October 25, 2023

Section 1: General Information

- 1.1 The City of Charlotte, Michigan (hereinafter referred to as “City”) is hereby soliciting proposals from qualified contractors for the cleaning of the heat exchanger and replacement of the tubes and gaskets.
- 1.2 The selected contractor may subcontract work but will be responsible for all work. Subcontractors must be approved in advance by City.
- 1.3 A significant requirement of this proposal is to outline responsiveness, availability, quality of work and the commitment to perform work in a timely manner.
- 1.4 Regular work hours at the WWTP are 7:00 am to 3:30 pm. Special accommodations may be made for additional work hours.
- 1.5 The description of the work to be performed pursuant to this Request for Proposals should be interpreted as providing only a general outline of the work elements to be performed. It is not intended to be a complete description of materials and methods to be used in performing the work.
- 1.6 This Request for Proposals includes the following attachments: sample contract; bid form; photographs of the heat exchanger.
- 1.7 Modifications to this Request for Proposals, if any, shall take the form of one or more written addenda. Such addenda shall be considered as part of the original Request for Proposals

Section 2: Background

- 2.1 The Charlotte Wastewater Treatment Plant (hereinafter referred to as “WWTP”) is requesting that the heat exchanger installed in 1980 be cleaned and the tubes and gaskets replaced. The heat exchanger consists of a series of sludge tubes concentrically located within larger diameter water tubes, supported on and between end tube sheets. The tubes are insulated with glass wool blanket insulation and covered by removable steel side panels.
- 2.2 The equipment is manufactured by Walker Process equipment. The local representative is DuBois-Cooper Associates of Plymouth, MI.

Section 3: Scope of Services

- 3.1 The selected contractor shall be responsible for the disassembly, cleaning of the heat exchanger as well as the replacement of the hot water circulation tubes and sludge circulation tubes; the proper disposal of debris; reassembly of the heat exchanger; and the cleaning of areas affected by the construction project.
- 3.2 The project shall include all of the necessary mechanical disconnections and reconnections for the proper operation and use of the heat exchanger.
- 3.3 The Utility Superintendent or his representative will check the startup and operation of the unit and recommend any adjustments. It will be the contractor's responsibility to make those adjustments. The Utility Superintendent or his representative will also double check the mechanical function of the switches.
- 3.4 The contractor shall provide and install the following in conjunction with the tube installations: all new gaskets and any related appurtenances.

Section 4: Specifications

- 4.1 This Request for Proposals identifies the requirements that are considered to be the minimum by the City. Specific details described within this Request for Proposals notwithstanding, it will be the obligation of the selected contractor to adhere to accepted industry standard methods and practices in completing work and to complete a project that is consistent in terms of appearance and quality of materials and workmanship of other areas of the WWTP.
- 4.2 The general work to be performed for the refurbishing of the heat exchanger will be the following: 1) any necessary shoring of existing equipment; 2) all mechanical disconnections for the careful removal of the tubes; 3) remove the existing 4" and 6" water and sludge tubes and gaskets; 4) installation of the new replacement tubes, gaskets and appurtenances; 5) all mechanical reconnections required for the proper rehabilitation of the heat exchanger; 6) removal and proper disposal of project debris and site restoration.
- 4.3 The contractor shall be responsible for operating the site in a manner so as to minimize the risks associated with its being a nuisance during times when construction activities have been suspended and the site is not occupied by the contractor or its employees or subcontractors.
- 4.4 Time of Work and Completion. The contractor shall commence work within twenty-eight (28) days following receipt from the City of a Notice to Proceed and shall complete all work activities within 45 days thereafter. The contractor shall not discontinue work for more than five (5) consecutive calendar days without the prior written approval of the Public Works Director. The work to be completed pursuant to this Request for Proposals will be scheduled between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, unless the contractor obtains written permission from the Public Works Director.

4.5 Maintenance of Project Site.

4.5.1 The contractor shall not work, store or operate equipment outside designated work areas without the permission of the Public Works Director or the Utility Superintendent.

4.5.2 The contractor's operations shall not interfere with WWTP operations and/or emergency vehicles.

4.5.3 The contractor shall protect all abutting property from injury or loss and shall defend and save the City harmless from all such damages, injuries and loss occurring because of his/her work.

4.5.4 The contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, and shall provide watchmen and other facilities as required by local conditions, all at no additional cost to the City.

4.5.5 The contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from conditions and from all other causes whatsoever not directly due to the acts or neglect of the City, including fire, vandalism and malicious mischief, and shall complete the work in accordance with this request for proposals within the time provided in this Request for Proposals.

4.6 The contractor shall notify the City immediately of any irregularities or changes in the scope of the work.

Section 5: Terms and Conditions

5.1 This Request for Proposals is not an offer of contract. Receipt of a proposal neither commits the City to award a contract to any contractor, even if all requirements stated in this proposal are met, nor limits the City's right to negotiate in its best interest. The City reserves the right to contract with a contractor for reasons other than lowest price.

5.2 Expenses incurred in the preparation of proposals in response to this Request for Proposals are the contractor's responsibility.

5.3 No work performed by the selected contractor that is out of the scope as defined by the contractor's proposal will be reimbursed unless specifically authorized by the City in writing.

5.4 Contractor, subcontractors and their employees shall be considered independent contractors and shall not be deemed employees of the City for any reason.

5.5 It is expected that the selected contractor will warrant its work for a period of one year following completion of all work elements.

- 5.6 All proposals are subject to the Michigan Freedom of Information Act. Once proposals are opened, the information contained therein becomes freely accessible by the public.
- 5.7 Throughout the duration of the project, the selected contractor and all subcontractors must maintain a comprehensive general liability policy in a minimum amount of \$1 million combined single limit naming the City as an additional insured. Throughout the duration of the project, the selected contractor must maintain workers' compensation insurance in accordance with Michigan law. Proof of insurance for the general liability insurance and workers' compensation insurance shall be provided prior to the City's issuance of a notice to proceed with work.
- 5.8 The City of Charlotte has a local bid preference policy that provides as follows: "If all purchasing procedures have been met, the Purchasing Officer is authorized to negotiate with a local bidder to reduce their bid to that of the lowest responsible bidder from a non-City of Charlotte taxpayer if their bid is within 5% of the lowest bid. Negotiation is limited to purchases up to \$30,000."

Section 6: Proposal Requirements

- 6.1 There is no pre-bid walk-through scheduled. For access to the project prior to bidding, contact Matt Griffith at 517-231-2324 to arrange a mutually agreed upon time. The site address is 1005 Paine Drive, Charlotte, MI.
- 6.2 The following shall be the minimum contents of the proposal:
- 6.2.1 The completed bid form;
 - 6.2.2 A statement of any exceptions to the Request for Proposal, any alternates for consideration by City and any other comments;
 - 6.2.3 A schedule for completion of the total project.
- 6.3 To be considered, proposals must be received at the City Clerk's Office, 111 East Lawrence Avenue, Charlotte, MI 48813 by 2:00 p.m. on November 14, 2023. Bids must be in a sealed envelope labeled "**Heat Exchanger Cleaning and Tube Replacement.**"
- 6.4 Bids will be opened and publically read by the City Clerk at 2:00 p.m. on Tuesday, November 14, 2023. It is expected that City Council will award the bid during its meeting on November 20, 2023.
- 6.5 Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the City Clerk.
- 6.6 Questions regarding this Request for Proposals shall be directed to Matt Griffith, Utility Superintendent, 111 East Lawrence Avenue, Charlotte MI 48813; 517-231-2324 or mgriffith@charlottemi.org.





CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2023, by and between the City of Charlotte, a Michigan municipal corporation, 111 East Lawrence Avenue, Charlotte, Michigan 48813, hereinafter referred to as “City,” and _____, whose address is _____, hereinafter referred to as “Contractor.”

The City and Contractor agree as follows:

ARTICLE I. Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled “Heat Exchanger Cleaning and Tube Replacement” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract: bid forms, proposal, specifications, and addendums to proposals and/or specifications, and change orders.

ARTICLE II. Definitions

“*Supervising Professional*” means the Director of Public Works for the City of Charlotte or other persons acting under his authorization.

ARTICLE III. Time for Completion and Liquidated Damages

Section 1. The contractor shall commence work within twenty-eight (28) days following receipt from the City of a Notice to Proceed.

Section 2. The entire work for this contract shall be completed no later than forty-five (45) days following the contractor’s receipt of the notice to proceed unless extended by mutual agreement.

Section 3. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$250 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, City shall be entitled to deduct these unpaid liquidated damages from the monies due Contractor.

The parties specifically agree that breach of the contract by the Contractor to complete the project on time creates damages which are difficult to quantify. The parties agree that \$250 per day as liquidated damages is a reasonable amount for such damages and is not a penalty.

The liquidated damages do not preclude the recovery of other actual damages that can be shown or quantified.

ARTICLE IV. The Contract Sum

Section 1. City shall pay to Contractor for the performance of the contract the lump sum amount of _____ dollars (\$_____). Payment shall be made upon completion of all work and acceptance of the work by the Supervising Professional.

Section 2. The amount paid shall be equitably adjusted to cover changes in the work order by the Supervising Professional but not required by the contract documents. All such changes in the work shall be first approved in writing by the Supervising Professional prior to the start of such extra work.

ARTICLE V. Assignment

This contract may not be assigned or subcontracted without the written consent of City.

ARTICLE VI. Choice of Law

This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII. Relationship of the Parties

City and Contractor agree that this is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for City. Nothing contained in this contract shall be deemed to constitute any other relationship between City and Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to City for any contract, debt, or any other obligation to City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this contract.

ARTICLE VIII. Notice

All notices given under this contract shall be in writing at the addresses set forth above.

ARTICLE IX. Entire Agreement

This contract represents the entire understanding between City and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by City and Contractor.

CITY OF CHARLOTTE

CONTRACTOR

City Clerk

Title: _____

Date: _____

Date: _____

BID FORM

Heat Exchanger Cleaning and Tube Replacement

Proposal Issued October 25, 2023

Contractor Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell Phone: _____ Email: _____

Bid Amount (Lump Sum): _____ dollars
(\$_____)

Alternates—Please Describe:

Exceptions—Please Describe:

____ I have read the Request for Proposals dated October 25, 2023

Authorized Signature: _____ Date: _____

Title: _____