

CITY OF CHARLOTTE REQUEST FOR PROPOSALS

Roof Replacements Charlotte Well Field March 18, 2024

Section 1: General Information

- 1.1 The City of Charlotte, Michigan (hereinafter referred to as “City”) is hereby soliciting proposals from qualified contractors for replacing two flat roofs at the well field.
- 1.2 Contractors must include all labor, materials, and equipment necessary for a complete project. Interested contractors must demonstrate qualifications, experience, and abilities associated to accomplish and support all aspects of the prescribed scope of work in a cost effective manner.
- 1.3 The selected contractor may subcontract work but will be responsible for all work. Subcontractors must be approved in advance by City.
- 1.4 A significant requirement of this proposal is to outline responsiveness, availability, quality of work and the commitment to perform work in a timely manner.
- 1.5 Regular work hours for the water department are 7:00 am to 3:30 pm. Special accommodations may be made for additional work hours.
- 1.6 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.
- 1.7 This Request for Proposals includes the following: sample contract; bid form; insurance requirements.
- 1.8 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 City of Charlotte is requesting that two roofs at the well field be replaced due to leaks. The approximate total square footage for replacement is 1,100 square feet.
- 2.2 It has been determined that the hatches are in good condition and shall be protected at all times during roofing removal and replacement.

4.4 Time of Work and Completion. The contractor shall complete all work by June 30, 2024. The contractor shall not discontinue work for more than five (5) consecutive calendar days without the prior written approval of the Director of Public Works. The work to be completed pursuant to this Request for Proposals will be scheduled between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday, unless the contractor obtains written permission from the Director of Public Works.

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 Director of Public Works.

4.5.2 The contractor's operations shall not interfere with city operations, emergency vehicles and/or park activities.

4.5.3 The contractor shall protect all surrounding 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. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.

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.

6.2.3 All literature, cut sheets, submittals related to the material proposed for use.

6.2.4 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 11:00 a.m. on April 9, 2024. Bids must be in a sealed envelope labeled "**Roof Replacements- Well Field**" or emailed to mlarocque@charlottemi.org.

6.4 Bids will be opened and read by the City Clerk at 11:00 a.m. on Tuesday, April 9, 2024. It is expected that City Council will award the bid during its meeting on April 22, 2024.

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 Amy Gilson, Director of Public Works at 517-543-8858, 111 East Lawrence Avenue, Charlotte MI 48813; or agilson@charlottemi.org.



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.

BID FORM

Roof Replacements- Well Field

Proposal Issued March 18, 2024

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 March 18, 2024

Authorized Signature: _____ Date: _____

Title: _____

APPENDIX A
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims as set forth below, which may arise out of or result from the contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Contractor may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. The City must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the City has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the City Attorney.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractor's to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Contractor's obligation to indemnify the City.

HOLD HARMLESS

The Contractor shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Charlotte from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Contractor, any person employed by the Contractor, or anyone for whom the Contractor is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the City.

IN WITNESS WHEREOF, the CONTRACTOR has set its hand this __ day of _____, 2024

SIGNATURE _____

NAME & TITLE _____