

REQUEST FOR PROPOSALS

BDL Coldwater Branch Library Exterior Painting Project

POSTED: MAY 21, 2021

DEADLINE FOR PROPOSALS: JULY 30, 2021



Branch District Library



WWW.BRANCHDISTRICTLIBRARY.ORG/RFP

RFP Guidelines

1. Brief Summary

Notice is hereby given that the Branch District Library (BDL) is issuing a Request for Proposals to provide qualified contractors with sufficient information to enable them to prepare and submit proposals for consideration for a project to paint the exterior of the Coldwater Branch library. The project consists of:

- Preparing and painting building exterior, using Sherwin-Williams A-100 Exterior Latex Satin color-matched to the base white sections and the darker contrasting elements.
- Following all state and federal guidelines for lead paint remediation.
- As needed repairing/replacing damaged brick/stone & mortar joints to match existing.
- Removal and reapplication of caulk around all windows, including those in the dormers and gables
- Avoiding damage to grounds and in-ground sprinklers. Restoring the grounds to original condition after completion of work.
- Both entrances may not be blocked off at the same time (elevations East #1 and West #2).

All proposals must include a detailed description of the project, including safety protocols to be employed for removing lead paint, and following MiOSHA guidelines for erection and removal of scaffolding.

Proposals should split the project up along the defined elevations of the building, as described in the map below in this document, with a proposed cost for each elevation in addition to a total project cost.

Proposals must be received by BDL by **5:00pm on Friday, July 30, 2021** (details below).

RFP Guidelines (cont.)

2. Required Components of Proposals

Proposals are sought from firms with recognized expertise in working with historic buildings and lead paint remediation. Proposals should include the following:

1. Contractor's name, address, and primary contact person.
2. Statement or description of qualifications and experience with public sector work and/or historic buildings.
3. Examples of recent projects that serve as examples of experience and expertise necessary for this project.
4. Detailed summary of the work to be performed, including
 - A. Prepare and paint building exterior
 - B. Lead paint remediation strategies
 - C. Intention to use scaffolding, lifts, or a combination
 - D. Brickwork
 - E. Window caulking
5. A per-elevation breakdown cost proposal of the work to be performed, using the designations to follow in this document, in addition to a total for the entire project at once.
6. Statement of warranties or guarantees on work performed.
7. Estimated date work could begin. BDL will consider timelines extending into 2022.

3. Submission Instructions

Respondents shall deliver proposals either as

- A. a digital copy in PDF format to Keeley Briggs at BriggsK@BranchDistrictLibrary.org; or

RFP Guidelines (cont.)

B. a paper copy mailed to Keeley Briggs, Branch Manager, 10 E. Chicago St., Coldwater MI 49036

by **5:00pm on Friday, July 30, 2021.**

All proposals shall be clearly marked **“BDL Coldwater Branch Library Exterior Painting Project”**.

Any proposal may be withdrawn or modified by written request made by the contractor, providing such request is received by the BDL prior to the date and time established for the receipt of proposals. Any proposal received shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The contractor by its submission of its proposal releases the BDL from and claims arising out of and/or related to the RFP process and selection of vendor.

The cost of preparing a response to this RFP, including site visits, or other expenses, are the contractor's sole responsibility and will not be reimbursed by the BDL.

The BDL reserves the right to reject any or all proposals, to award the contract to the lowest qualified bidder (as determined by the BDL), to accept/reject any or all alternatives, to waive irregularities and/or informalities and, in general, to award the project in a manner deemed to be in the best interest of the BDL and without further discussion.

During the timeline of accepting proposals, no information about competing proposals will be shared among the respondents. After the proposal deadline, the BDL Building Committee will evaluate all received proposals and make a recommendation to be voted upon at the next possible meeting of the BDL Board of Trustees.

Please direct all questions regarding this RFP to Keeley Briggs at 517-278-2341, extension 106, or via email at BriggsK@BranchDistrictLibrary.org.

RFP Guidelines (cont.)

4. Contract Requirements

References to "Contract" in this RFP means the Contract with a Vendor for implementation of the project by the Vendor resulting from the BDL's formal acceptance of the Proposal of the successful Proposer (the "vendor").

INSURANCES

The successful vendor shall procure and maintain during the life of the agreement the following insurance coverage from a company or companies licensed to sell insurance in Michigan: Workers' compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability. In addition, the successful vendor will procure and maintain an Umbrella Liability policy in the amount of \$5,000,000. Such insurance will protect the Vendor and shall name the BDL and the Project site as additional or co-insured's.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$5,000,000 per occurrence on an occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the Agreement until the date herein specified that coverage is no longer required. The successful bidder shall also have a minimum of \$1,000,000 aggregate on company vehicles. All certificates of insurance must be forwarded to the BDL prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the BDL.

INDEMNIFICATION BY VENDOR

The Vendor shall indemnify, hold harmless and defend the BDL, its Board Members, officers, employees, volunteers, and agents against all suits, actions, legal proceedings, claims of any nature and kind, demands, and all damages, loss, costs, expense, taxes, penalties, fines, liens, and actual attorney's fees incurred, caused by or arising from or attributable, whether in whole or in part, directly or indirectly, to:

RFP Guidelines (cont.)

- A. Any negligent or willful or intentional or criminal acts or omissions of or a breach of contract by the Vendor or its principals, shareholders, employees, agents, attorneys, accountants or subcontractors;
- B. Any claims by any employees or former employees of the Vendor or its agents or subcontractors, regarding any matter relating to their employment;
- C. Any matter for which the BDL may be held strictly liable, but which is the result of, in whole or in part, the negligent or willful or sole acts or omissions of the Vendor or its principals, shareholders, employees, agents, attorneys, accountants and/or subcontractors;
- D. Any tax or levy imposed upon or charged to the BDL as a result of compensation or any other amount paid to the Vendor under or pursuant to the Contract;
- E. Vendor shall not be responsible for indemnifying the BDL for any damage or claim arising from the sole negligence of the BDL.

By submission of its bid, Vendor acknowledges that any limitation of liability terms and conditions are only enforceable to the extent permitted by law and Vendor specifically acknowledges that such terms are contrary to Michigan law and may be unenforceable. For the duration of work performance, Vendor shall take all necessary precautions to insure the safety of employees and the public. Vendor shall use reasonable care of the BDL's building, site and equipment. Vendor shall be responsible for damages caused to facilities at no cost to the BDL.

BONDS

In compliance with Act 213, Public Acts of Michigan of 1963, as amended, the successful vendor shall execute surety bonds acceptable to the BDL. One bond will be for the faithful performance and fulfillment of the contract and to include protection of the BDL from all liens and damages arising out of the work. The other bond will be conditioned for the payment of labor and materials used in the work and for the protection of the BDL from all liens and damages arising therefrom. Each of the bonds will be in the amount of one hundred percent (100%) of the total amount of the Contract price, through satisfactory completion of installation.

RFP Guidelines (cont.)

SUBCONTRACTING

In the execution of the contract it may be necessary for the Vendor to sublet part of the work to others. The Vendor shall inform the BDL as to which subcontractors will be used. Subcontractors used shall be subject to the approval of the BDL. The Vendor will be fully responsible to the BDL for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Vendor. Nothing in this RFP or in the Contract shall create any contractual relationship between any subcontractor and the BDL. The Vendor shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of the BDL. The Vendor shall not assign any, of the monies due or to become due and payable under this Contract, without previous written consent of the BDL.

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor shall warrant and represent that it is an equal opportunity employer and that it does not unlawfully discriminate or discriminate against anyone due to race, creed, color, age, sex, national origin, disability or handicap.

APPROVAL OF EMPLOYEES

The BDL reserves the right to approve the identity of representatives and employees of the prime contractor or any subcontractors. The BDL shall retain the right, in its reasonable discretion, to have any employee of the prime contractor or any subcontractor removed from the project.

BDL'S RIGHT TO CORRECT DEFICIENCIES

If the Vendor shall neglect to execute the work properly, or should refuse to remedy any defects in the work due to inferior quality of workmanship or material, or should in any manner fail to perform any provision of this contract, the BDL, after ten (10) days written notice to the Vendor, may correct such deficiencies and may deduct the cost thereof from payment due the Vendor.

RFP Guidelines (cont.)

COMPLIANCE WITH LAW AND STANDARD PRACTICES

The Law means each and every Federal, State, and Local law, statute, act, rule, regulation, and ordinance. The Vendor shall perform its obligations hereunder in compliance with each and every Federal, State and Local law, statute, act, rule, regulation and ordinance, including applicable licensing requirements. The Vendor shall comply with sound engineering and safety practices and any and all BDL policies, practices, procedures and rules. The Vendor shall be responsible for obtaining all governmental permits, consents, and authorizations, as may be required, to perform its obligations.

FINANCING, CONTRACT PRICE AND PAYMENT TERMS

The contract price shall be paid to the successful Vendor based upon percentage completion and not a fixed monthly payment schedule. No more than fifty percent (50%) of the total contract price shall be required prior to commencement of work as a mobilization fee or otherwise. The contract shall require a ten percent (10%) retainage to be paid upon final completion of the project as evidence by the BDL's execution of a certificate of final completion.

Relevant Background

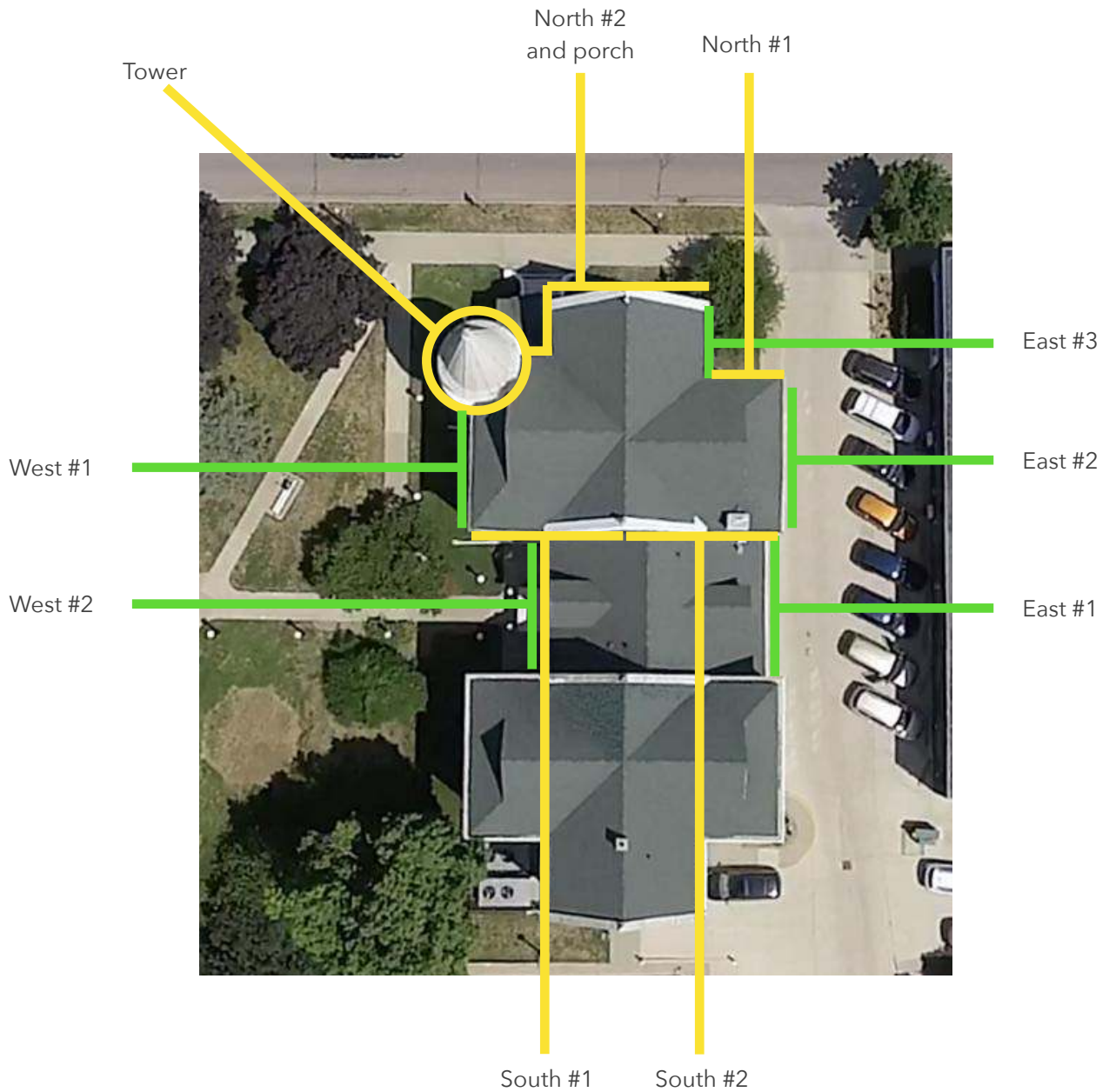
The Coldwater Branch library, located at 10 E. Chicago St. in Coldwater, Michigan, was built in 1886. By the mid 20th century the red brick was painted white and the original wooden porch replaced with a concrete one. In 1979, an addition to the south of the original structure was built, nearly doubling the size of the library. As the marker on US-12 notes, the library is on the register of historic places and is a beloved landmark in the city of Coldwater.

In 2012, elevations East #2, East #3, and North #1 (see map on following page) were repainted, along with brick tuck pointing and replacement of the caulk on the windows. These sections are not to be included in this proposal. During this process, lead was determined to be present in the paint layers below the surface, and remediation protocols were followed.

Between 2012 and 2016, the original galvanized steel eavestrough liners were replaced with copper on the entirety of the original 1886 portion of the building.

In 2017, the front porch was removed and rebuilt, and repairs were made to the stone foundations of the original 1886 portion of the building. The white of the porch was mistakenly not matched to the building, so the full porch will need to be repainted.

Elevation/Section Designations



East #1



Approx. 30ft. wide.

Approx. 15ft from ground to soffits.

East #2

**Painted in 2012, do not include in proposal.
Here for informational purposes only.**



Approx. 30ft. wide.

Approx. 30ft. from ground to soffits.

East #3

**Painted in 2012, do not include in proposal.
Here for informational purposes only.**



Approx. 14ft. wide.

Approx. 30ft from ground to soffits.

North #1

**Painted in 2012, do not include in proposal.
Here for informational purposes only.**



Approx. 12ft. wide.

Approx. 30ft from ground to soffits.

North #2 and Porch



Approx. 45ft. wide.

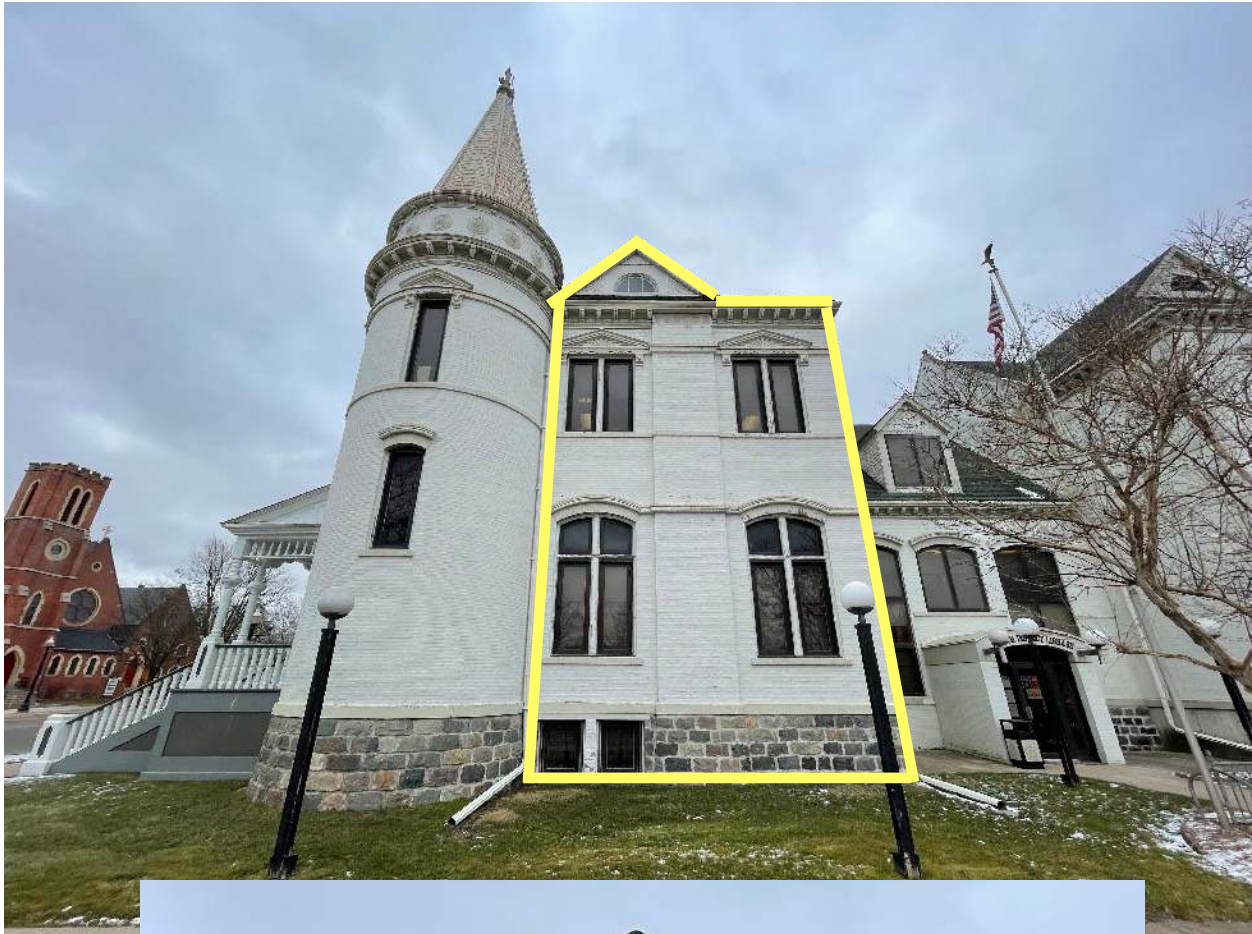
Approx. 55ft from ground to peak.

Top and rear of parapet wall to be painted.

Tower



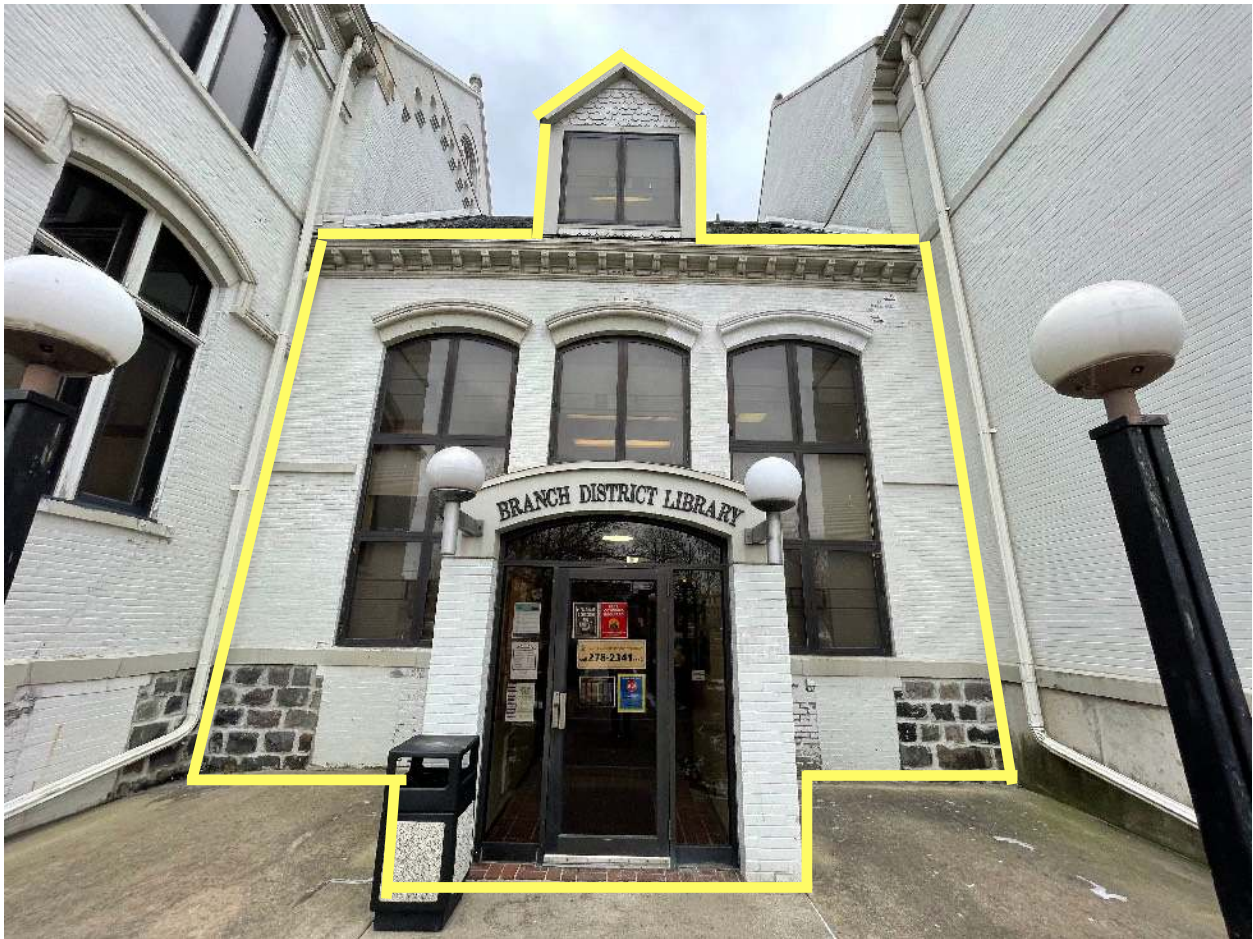
West #1



Approx. 25ft. wide.

Approx. 30ft from ground to soffits.

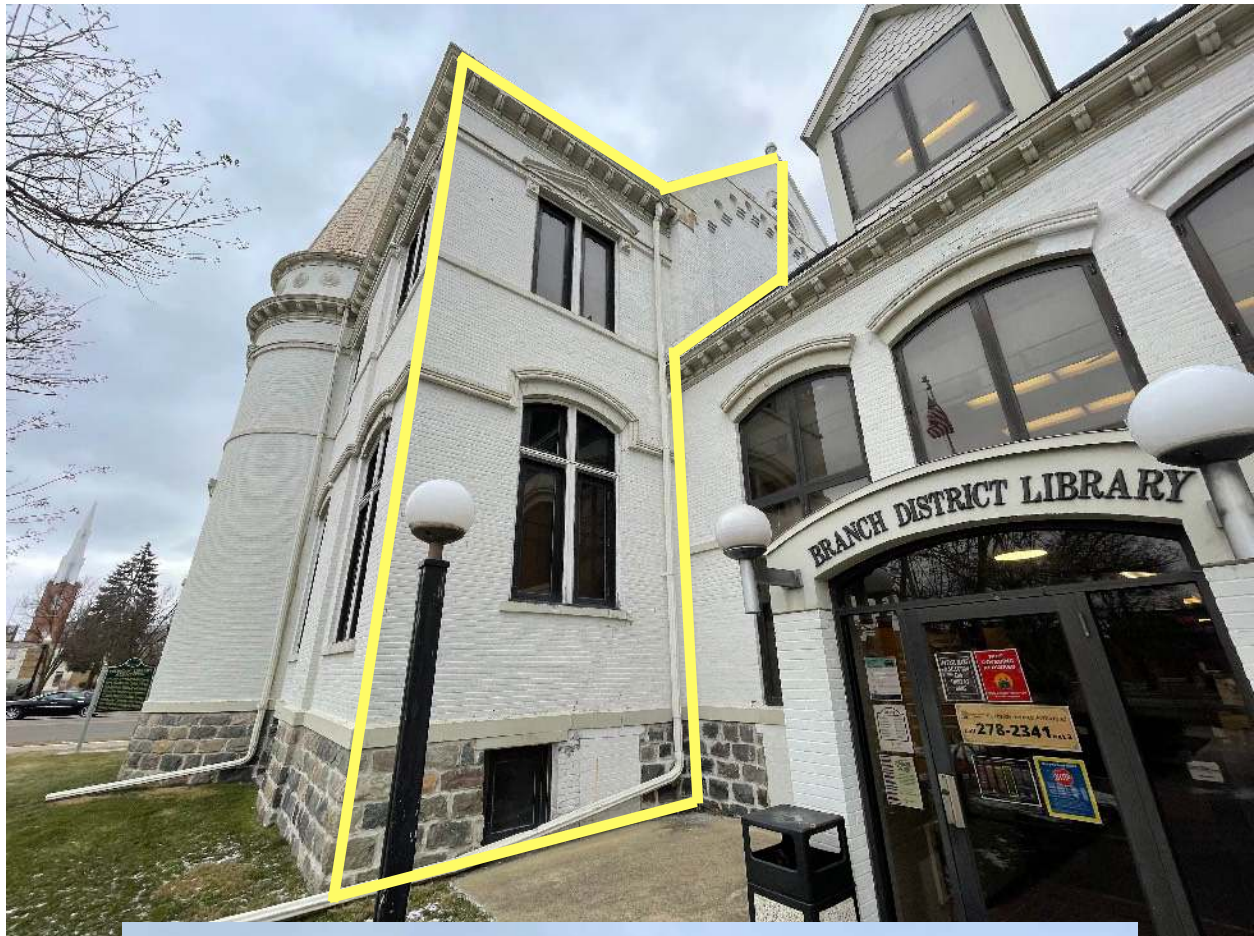
West #2



Approx. 30ft. wide.

Approx. 15ft from ground to soffits.

South #1



Approx. 15ft. wide, plus wall above roof. Top and rear of parapet wall to be painted.

Approx. 30ft from ground to soffits.

South #2



Approx. 30ft from ground to soffits, plus wall above roof.

Top and rear of parapet wall to be painted.

To ground





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