REQUEST FOR PROPOSALS

FOR THE

CITY OF ALPENA

Alpena City Hall Window Replacement

March 2024

Prepared By:

City of Alpena Engineering Department 208 N. First Avenue Alpena, MI 49707 (989) 354-1730



Request for Proposals

The City of Alpena will receive Proposals for replacing windows in the Alpena City Hall, 208 N First Ave, Alpena, MI 49707.

The City of Alpena will receive sealed proposals in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707 until 2:00 p.m. Tuesday, March 26, 2024. The City reserves the right to reject any proposals and to waive irregularities in proposals, which may be in the best interest of the City.

Beginning on Friday, March 1, 2024, requests for proposals may be obtained on the City of Alpena website at www.alpena.mi.us.

City of Alpena Soik

By: Anna Soik City Clerk

Project Outline

The City of Alpena will be removing and replacing windows in Alpena City Hall. Work will include, but not be limited to the following:

- Removal and proper disposal of the existing windows.
- Proper preparation of the area around the frame
- Installation of new windows including frame, sash, screens, weatherproofing, and casing.
- Installation of all interior and exterior trim work to match historical aspects of the building.
- Finnish all replaced components to match existing finishes.

Proposed Work

Contractor shall remove existing materials and dispose all construction material properly off-site.

All work shall be done in accordance with the current Michigan Building code and MIOSHA safety code. The contractor shall be responsible for all required Federal, State and local permits.

New windows shall be a minimum double pane unit and shall be Energy Efficient to meet the U factor for this region. Existing openings shall be adjusted or supplemented to accommodate any size change and ensure no air leaks.

Windows shall be of a style that will match the historic nature of both the interior and exterior of the building. Windows shall be able to be opened with preference being single hung windows. Windows shall include the ability to be securely locked.

All interior window trim shall match, replicate, or complement the existing trim. All modifications shall be approved by the City prior to installation.

The exterior finish of the windows shall match or coordinate with the exterior stonework of the building.

Work shall be performed in such a manner as to limit the disruption of normal operating conditions of the building.

Proposed Quantities

The following quantities and sizes are all approximate. The contractor shall be responsible for the final measurements and order numbers.

Size		Quantity
Height	Width	
90	48	34
50	22	1
60	22	4
89	42	2
86	112	1
64	22	1
55	84	1
48	40	1
48	50	12
48	18	2 - Used for Vents

Pre-Bid Walkthrough

Interested contractors should do a comprehensive walk through of the facility and prepare their proposals according to their findings.

(the remainder of this page is intentionally blank)

CONTENTS OF PROPOSAL

Submittals

Each firm shall submit the following information as part of a brief narrative with regard to their ability to undertake and complete the project. Please note that failure to attend the mandatory onsite pre-proposal meeting will make your bid ineligible.

- 1. A brief company overview, summary, and history should include, but not limited to, contact information, office location(s), and longevity.
- 2. Each firm shall submit a listing of the project team and qualifications for the members who will be responsible for completing a majority of the work on this project including the licensed contractor in charge of the project.
- 3. Each firm shall submit to the principal in charge, who shall be responsible for ensuring the timely completion of the project to the satisfaction of the City.
- Each firm shall submit an itemized proposal of work to be completed. This proposal shall include a price per unit to allow for adjustments to the quantity ordered, if necessary.
- 5. Each firm shall submit manufacturers product information and installation instructions with their submittal.
- 6. Each firm shall submit a proposed workplan which accommodates the continuing business of the facility.
- 7. Firms are encouraged to provide any additional information which may be beneficial in determining the ability of the firm to complete the project.

(the remainder of this page is intentionally blank)

INSURANCE REQUIREMENTS

While working within the City Limits, on City projects, and on City Owned Property, the consultant shall conform to the following requirements.

All Bidders shall maintain, at own expense, during the term of this Contract the insurance coverage(s) where indicated by an [X]:

1. [X] Workers Compensation Insurance

- A. Consultant shall maintain statutory workers compensation and employer's liability insurance. Limits of Liability shall be not less than \$500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
- B. Waiver of Subrogation Consultant waives all rights against the City of Alpena, its agents, public officials, employees, underwriters and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- C. If consultant is self-insured for purposes of workers compensation, the Consultant must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

2. [X] Commercial General Liability and Umbrella/Excess Liability Insurance

- A. Bidder shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- B. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- C. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder." A sample Certificate of Liability Insurance form is attached to the end of this policy.

D. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

3. [X] Business Auto and Umbrella/Excess Liability Insurance

- A. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
- B. Waiver of subrogation Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

4. [] Professional Liability Insurance (for Professional Services)

- A. Professional shall maintain professional (Errors & Omissions) coverage with a limit of not less than \$1,000,000 per loss.
- B. Such insurance shall cover damages arising out of a Wrongful Act including any error, omission, or negligent act committed in the performance of professional services for the City of Alpena.
- C. If coverage requested in 5 is written on a claims-made basis, the Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period (EDP) will be exercised for a period of 3 years beginning from the time that work under this Contract is completed. Contractor shall bear the expense of purchasing the EDP, if applicable.

A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder."

All the above insurance policies shall contain the following wording:

"It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address."

Insurance Company Approval and Certificates of Insurance

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

Hold Harmless Clause

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor's late or defective performance, caused by or arising out of any action, omission or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

City Attorney Document Review

William Pfeifer, City Attorney

Date

(approved as to form only)

SPECIAL PROVISION FOR Safety Requirements

ALP 1 of 1 01/09

- **a. Description of Work -** While the Contractor is performing any work on or related to the project described by the specifications herein, they shall conform with all applicable occupational safety and health regulations as set forth by Federal, State, and Local agencies, especially, but not limited to MDOT, FHWA, OSHA, MIOSHA.
- **b. Materials** All materials, including, but not limited to, all safety equipment shall conform to the most current applicable standards and requirements.
- **c.** Construction Operations The Contractor shall be solely responsible for maintaining conformance with all applicable Federal, State, and Local safety requirements while performing any work for the City of Alpena as part of this contact. The City of Alpena shall not assume any responsibility, nor enforce any safety standards or requirements. The Contractor shall hold the City of Alpena harmless to any violations incurred or fines received precipitating from non-conformance with any safety regulations.

The contractor SHALL provide a typed copy of the emergency contacts for this project at the pre-construction meeting or 72 hours prior to work.

d. Measurement and Payment - There shall be no additional payment for conformance with safety and health regulations. Any costs for fines, safety equipment, safety materials, or safety training as specified by Federal, State, and Local agencies initially or as a result of inspections at the job site shall be borne by the Contractor.

SPECIAL PROVISION FOR Permit Requirements

ALP 1 of 1 06/18

- **a. Description.** The Contractor shall be responsible for obtaining all Federal, State, and Local permits required as part of this project, whether stated or implied.
- **b. Application Preparation.** Unless otherwise noted, the Contractor shall be responsible for preparing all application paperwork and any additional modifications to the Contract plan sheets as needed for permits.
- **c. Cost**. The Contractor shall be solely responsible for all costs associated with making application for and obtaining permits.
- **d. Permit Types.** The following permits may be required as part of this project. Checked boxes indicate permits specifically required for this project. This list may or may not be complete, it shall be the responsibility of the Contractor to determine the need for any additional permits.
 - X City of Alpena Building Permit (Through City Building Department)
 State of Michigan Electrical (Through City Building Department)
 State of Michigan Plumbing (Through City Building Department)
 State of Michigan Mechanical (Through City Building Department)
 MDEQ/Army Corps of Engineers Joint Permit
- e. Notice to Proceed. The Engineer's Office shall receive copies of all permits secured for the project. City will not issue the Notice to Proceed until the proper permits are secured for the applicable portions of work on the project. The City may issue a partial notice to proceed, depending upon which permits are secured or in process.