



## REQUEST FOR PROPOSALS

### **Roof Replacement Town Hall 22 May 2014**

**Clifton Forge VA**

**1. General:**

The Town of Clifton Forge, Virginia (hereafter referred to as the TOWN) is seeking the services of a qualified roofing contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in Virginia, for the replacement of the roof on the Town Hall, 547 Main Street, Clifton Forge Virginia.

Interested CONTRACTORS should respond to this request on or before the date due for submission.

**2. Proposal Submission:**

In order to be considered responsive, statements must be submitted to Mr. Earl LaBonte, Director, Clifton Forge Public Works, 520 Howard Street, Clifton Forge, Virginia, 5422, telephone (540) 863-2517.

Proposals must be received no later than 2:00 PM on June 5 2014 to be eligible for consideration by the TOWN. Each proposal shall be submitted in a sealed envelope, which is clearly marked "Town Hall Roof." Proposals will be opened and read at that time.

**3. Guidelines for Prospective CONTRACTOR:**

It is the policy of the TOWN that contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain

such resources as required during performance;

- b. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance.

4. **Timetable:**

RFP Due 2:00 PM on June 5, 2014.

5. **Limitations:**

This Request for Proposals does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all statements received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the TOWN to do so.

*Sections 6 through 16 are shown for the information of the CONTRACTORS submitting proposals, and will be part of the terms and conditions governing the contract.*

6. **Insurance and Bonds:**

Insurance certificated is required as part of an award selection. Bonds will not be required if a satisfactory warrantee is provided.

7. **Contract Award:**

Any contract entered into by the TOWN shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. ***The contract shall be a firm fixed price.***

8. **Payment Schedule:**

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided, less a ten

percent (10%) retainage until final payment is made, at which time the balance of the contract will be made upon acceptance by the TOWN. Retainage is to be held in a non-interest bearing account.

**9. Ownership of Reports:**

All data, materials and documentation pursuant to this contract shall belong exclusively to the TOWN.

**10. Disagreements and Disputes:**

All disagreements and disputes, if any, arising under the terms of the agreement, either at law, in equity, or by arbitrations, shall be resolved pursuant to the laws and procedures of the State of Virginia in which State this agreement shall be deemed to have been executed. No action at law, in equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of this agreement, in any jurisdiction whatsoever other than the State of Virginia.

**11. Termination of Contract for Cause:**

If, through any cause the CONTRACTOR shall fail to furnish in a timely and proper manner its obligation under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this CONTRACT, the TOWN shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work by the CONTRACTOR under this CONTRACT shall, at the option of the TOWN become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such work.

**12. Termination for Convenience of the TOWN:**

The TOWN may terminate the CONTRACT at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished work and materials as described in Paragraph 11 above shall, at the option of the TOWN become its property. If the CONTRACT is terminated by the TOWN as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by this CONTRACT, less payments of compensation previously made.

**13. Indemnification:**

The CONTRACTOR agrees to protect, defend, indemnify and hold the Town of Clifton Forge harmless from and against any and all losses, penalties, damages, settlements, costs,

charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the TOWN for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the TOWN, or its employees.

**14. CONTRACT:**

The contract between the Town of Clifton Forge and the CONTRACTOR shall consist of (1) the request for proposal (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the Town of Clifton Forge reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

**15. CONTRACTOR'S Experience**

The CONTRACTOR must submit a list of previous and current projects which are considered identical or similar to the scope discussed herein and shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of client which may be contacted for verification of all data submitted.
4. Statement as to whether project was completed on time and within budget.

**16. Scope of Services:**

The CONTRACTOR will provide the services needed for the following:

**The removal and disposal of the existing Air Conditioning Unit/Heat Pump and all assorted ducting on the roof and replacement of the Town Hall Roof. The CONTRACTOR will be responsible for the disposal of all removed roofing materials**

All labor, materials and equipment are to be included in the fixed price quote.

See roofing specifications included, starting on page 7. There are no drawings for this roof, requirements will be validated by an onsite inspection.

CERTIFICATE OF INSURANCE

ISSUE DATE(MM/DD/YY)

Producer:

COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- (C)
- (D)
- (E)

Insured:

COVERAGES:

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIMITS
	Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Umbrella or Excess Liability				\$1,000,000 Aggregate
	Workers' Compensation and Employers Liability				Statutory

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED INSURED:

Town of Clifton Forge  
547 Main Street  
Clifton Forge, NH 5422

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

**Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required**

## Additional Requirements

1. Identify Type of roofing being proposed and the benefit of this type/style of roofing system. The Proposed roof system must provide a waterproof roof system, capable of withstanding uplift forces as specified in Design Criteria.

### 1.2 DESIGN CRITERIA

- A. Wind Uplift Performance:
  1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
- B. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- C. Building Codes:
  1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All products specified in this section will be supplied by a single manufacturer with a minimum of thirty (30) years of experience.
- B. Installer Qualifications:
  1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
  2. Installer must be capable of extending the Manufacturer's Labor and Materials guarantee.
  3. Installer must be capable of extending the Manufacturer's No Dollar Limit guarantee.

### 1.4 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's Total-System warranty, outlining its terms, conditions, and exclusions from coverage.
  1. 20 years.
  2. Coverage to be extended to include accidental punctures in accordance with terms stated in the Warranty document.

### 1.5 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in Design Criteria.

### 1.6 INSULATION

- a. Required.

### 1.7 INSULATION - SYSTEM DESIGN

- A. Install insulation or membrane underlayment in multiple layers over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically.
- B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive

in accordance with the manufacturer's current application guidelines.

#### 1.8 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified.
- B. Adhere walkways pads in accordance with the manufacturer's current application guidelines.

#### 1.9 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.