



Library and Town Center Building Upgrades

Request for Proposals

Historical Preservation Services

For the Exterior of the Richmond Free Library Building

March 8, 2022

Project Background

The Town of Richmond ("Owner") is seeking proposals from historical preservation contractors for exterior repair and rehabilitation work on their library building. Recently the Town was awarded a Vermont Historic Preservation Grant to help defray the costs to repair the slate, flashings and wood trim of the spire and belltower.

Project History

The Neo-Gothic church which currently houses the Richmond Free Library was designed by noted Vermont builder George H. Guernsey and built in 1879 by the Universalist Society. The building was unused from 1940-1956 when the building was donated to the local School District and was adapted for use as a cafeteria and gymnasium. In 1989, Richmond voters rejected a plan to demolish the building and voted to renovate it for the Richmond Free Library—the first floor was renovated in 1991 and the second and mezzanine levels in 2003. The State of Vermont recognized this property (listed as the Griffith Memorial Building) as a contributing resource in the Bridge Street Historic District in 1980 and was determined eligible for the National Register of Historic Places in 2016.

Preliminary Project Timeline

| | |
|---------------------------------------|---------------|
| Project bidding, contractor selection | March 2022 |
| Project Start | June 2022 |
| Project Completion | November 2023 |

Project Scope

1. Provide all labor, material, and equipment to complete the work as follows. All work to meet recognized preservation standards and generally follow the recommendations contained in the Conditions Assessment Report produced by Arcadia Restorations, dated January 12, 2022.
2. All work to comply with the Secretary of the Interior's *Standard's for Rehabilitation*.
3. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
4. Traditional materials will be repaired or replaced in kind with materials that match the original and are joined in the same way.
5. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
6. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
7. Repair or replace, in kind the flashing, roofing slate and wood trim on the spire and belltower.
8. Repair or replace, in kind the siding and architectural woodwork on the exterior of the building.

9. Remove and fully restore the five historic windows on the main façade.
10. Scrape, prime and paint all exterior surfaces including but not limited to the siding, doors, windows, louvers, trim, fascia, cornice and soffit on the building including the addition. Adhere to the paint manufacturer's requirements and recommendations.
11. Inspect the roof and substructure. Prepare a written report with recommendations for future work, including estimated costs.
12. Repair front exterior stairs.
13. Provide lead paint abatement and removal of demolished debris, including inspections, notifications, and documentation.
14. Provide access to safely conduct all work on the project by means of scaffolding and, or mechanical lifts or other approved means.
15. Secure project site.
16. Provide and maintain safe public access and emergency egress to and from the building. Coordinate construction activities with library staff.
17. Provide and maintain temporary toilet facilities.
18. Provide on-site supervision during all construction activities.
19. Provide on-site, secure storage as required to conduct work.
20. Restore grounds to pre-project conditions including lawns, plantings and walks.
21. Inspect spire ornament and verify satisfactory attachment to structure and acceptable flashing installation. Provide written report of inspection.
22. All work commenced and not completed by November 1, 2022, will be stabilized, and protected until construction begins in the spring of 2023.

Project Specific Provisions

Remove and fully restore the five historic windows on the main façade.

Insurance

Provide evidence of reasonable and sufficient insurance (in amount of coverage, size of deductible, and strength of insurer) covering:

1. Commercial General Liability insurance (for loss to persons and property) in

an amount of at least \$2,000,000 per event and \$4,000,000 aggregate to include but not limited to:

- Premises – Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than stated above and listed below:

- \$1,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire/Legal/Liability
2. Professional Liability insurance (errors and omissions) in an amount of at least \$1,000,000.
 3. Workers Compensation insurance to meet State of Vermont requirements.
 4. Automotive Liability insurance covering all motor vehicles, including hired and non-owned coverage. Limits of coverage shall not be less than \$2,000,000 combined single limit.
 5. Other insurance as may be reasonable and customary for this project.

The Town of Richmond must be listed as the named insured on the certificate of insurance (COI), together with the effective date.

The contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this project. The certificate of Insurance shall note the name and location of the project and/or the Grant number.

Proposals

Three copies of sealed proposals in response to this RFP must be submitted in writing (no facsimiles, please) at, or before, 3:00 pm EST on April 5, 2022, to Josh Arneson, Town Manager, address below.

Mailing Address

Town of Richmond
P.O. Box 285
Richmond, VT 05477

Physical Address for Delivery

203 Bridge St.

Richmond, VT 05477

- Bids must be clearly marked as response to **Richmond Library Historical Preservation RFP RFP**.
- Electronic versions of the bids are due at 3:30 PM April 5, 2022, AND MAY NOT be submitted before the sealed bids are opened.
- Contractors mailing bid proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Contractors assume the risk for the method of delivery chosen. The TOWN assumes no responsibility for delays caused by any delivery service. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the TOWN and will not be returned

Bid Opening

Sealed bids will be opened at 3:05 pm on April 5, 2022, date. Bid opening will be held at the Richmond Town Center and on Zoom:

Join Zoom Meeting:

<https://us02web.zoom.us/j/89985834595?pwd=cFRRRVpkSFZaS2hkMDZ3U3M0YTg5QT09>

- Meeting ID: 899 8583 4595
- Passcode: 710353
- Join by Phone: 929-205-6099

General Provisions

Questions regarding interpretation of the content of this RFP must be emailed to Jay Labare at jlabare@apexconsulting-llc.com by 4:00 PM local time March 22, 2022.

The Owner reserves the right to accept or reject any or all proposals and cancel at any time for any reason this RFP, any portion of this RFP or any portion of the Project. The Owner shall have no liability to any firm arising out of such cancellation or rejection. The Owner reserves the right to waive minor variations in the selection process.

The Owner assumes no responsibility for costs incurred in the preparation, presentation, or submission of the proposal.

At its discretion, the Owner may amend this RFP at any time prior to the deadline for receipt of proposals and distribute amendments to the invited firms.

Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site prior to submitting a Bid Proposal. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Defense and Indemnity: The contractor shall defend the State, the Town of Richmond and their officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor in connection with the performance of this Agreement. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State and Town of Richmond retains the right to participate at its own expense in the defense of any claim. The State and Town of Richmond shall have the right to approve all proposed settlements of such claims or suits. In the event the State and or the Town of Richmond withholds approval to settle any such claim, then the Contractor shall proceed with the defense of the claim but under those circumstances, the Contractor's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State and or Town of Richmond.

After a final judgment or settlement, the contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the contractor in connection with the performance of this Agreement.

The contractor shall indemnify the State, the Town of Richmond and its officers and employees in the event that the State and or the Town of Richmond, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the contractor or an agent of the contractor in connection with the performance of this Agreement.

The contractor agrees that in no event shall the terms of the Agreement nor any document required by the contractor in connection with its performance under this Agreement obligate the State and or Town of Richmond to defend or indemnify the contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the contractor except to the extent awarded by a court of competent jurisdiction.

Records Available for Audit: The Contractor shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Certification Regarding Debarment: Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date the Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

Force Majeure: Neither the State, the Town of Richmond nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming contractor must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and

timely notified the other contractor of the likelihood or actual occurrence of an event described in this paragraph.

Historic Preservation Contractor Selection Timeline

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|---------------------|-------------------------|
| Issue RFP | March 8, 2022 |
| Site Visit | None scheduled |
| Questions due date: | March 22, 2022, 4:00 PM |
| Proposals due: | April 5, 2022, 3:00 PM |
| Firm selected by: | May 20, 2022 |

Fee Proposal

Proposals must be valid for a minimum of sixty (60) days from the date of submittal.

Site Visit

A formal site visit will not be scheduled. The exterior of the building can be viewed at bidder's convenience.

Ownership of Reports and Documents

The Town of Richmond shall retain ownership of all paper and electronic reports, estimates, surveys, maps, drawings, and any other documents produced as part of this work. Any future use by the Town of Richmond of these documents shall be unrestricted.

Non-Exclusivity

The Town of Richmond may retain other engineering firms or associated businesses at its sole discretion at any time during the term of this project.

Miscellaneous Terms

1. All proposals submitted in response to this RFP become the property of the Town of Richmond. The Town of Richmond has the right to disclose information contained in the proposals after an award has been made.
2. The Town of Richmond reserves the right to withdraw this RFP, to waive minor irregularities in proposals, to accept or reject any or all proposals, and/or to advertise for new proposals if it is in the best interest of the Town of Richmond to do so, and to award a contract as deemed to be in the best interest of the Town of Richmond.

3. The Town of Richmond reserves the right to request additional information or interviews from all firms submitting proposals.

Proposal Contents

1. Process and Methodology: A discussion of approach to the project including replacement materials proposed.
2. Hourly rate sheet.
3. List of client requirements.
4. Indicate a designated person of contact for all communications related to the RFP process.
5. Complete and attach Bid Form.

Attachments to RFP

1. Conditions Assessment Report prepared by Arcadia Restorations, dated January 12, 2022
2. Bid Form
3. Link to drone photos of the building. https://apexconsultingllc.com-my.sharepoint.com/:f:/g/personal/jlabare_apexconsulting-llc_com/EqU6Fs-Jav1MprzvdPi1uxkBIWEOfbSbOlkgpYaR7i8qfg?e=ceTL3g

Bid Form

Firm: _____

Date: _____

Window & Door Restoration. \$ _____

General woodwork repair. \$ _____

Surface Preparation and Painting. \$ _____

Roof inspection and Report, including spire ornament attachment and flashing. \$ _____

Restoration of spire and belltower slate, flashing and architectural woodwork. \$ _____

Principal Façade restoration, excluding towers. \$ _____

TOTAL \$ _____

Anticipated Construction Duration _____ Weeks

Change order mark-up _____ %

Signature: _____

Addendum
Received _____