

CITY OF HILLSDALE, MICHIGAN
ADVERTISEMENT FOR BIDS
for
Roofing Materials Installation

The City of Hillsdale will receive sealed proposals at the Hillsdale Community Library, 11 East Bacon Street, Hillsdale, Michigan 49242 **until 10:30 a.m. on April 30, 2019** for performance of needed repairs, and provision and installation of new roofing materials and removal of old roofing materials at a building located at 11 East Bacon St, Hillsdale, Michigan.

Information regarding the project, a copy of the specifications applicable to this project and the form of the contract that is to be entered pursuant to this advertisement are available at Hillsdale Community Library, 11 East Bacon Street, Hillsdale, Michigan 49242. **The proposal, when submitted, shall have attached to it a copy of the specifications applicable to this project and the form of the contract that is to be entered, which shall be deemed to have been read and approved and made a part of the bidder's proposal.**

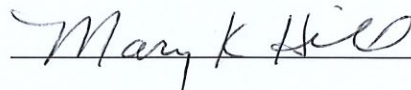
No bid will be accepted after the time designated for the receipt of bids set forth above. Each bidder shall and will be fully and solely responsible for delivery of the bid prior to the appointed date and hour designated for the receipt of all bids, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the bid's delivery or the reason for such late delivery or non-delivery.

The City of Hillsdale reserves the right to reject any and all bids and to waive any defects or informalities in bids, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.

The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.

The City of Hillsdale hereby notifies all bidders that the successful bidder will be required to execute a contract requiring the contractor to represent and covenant that neither contractor nor and any subcontractors shall discriminate against any employee or applicant for employment or subcontractor with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, or contractual relationship because of gender, race, color, religion, national origin, age, height, weight, marital status or other legally protected status or against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

Date: March 8, 2019



Mary K. Hill, Library Director

BID PROPOSAL

Name of Contractor: _____

Address of Contractor: _____

Project: Performance of needed Repairs, and Provision and Installation of New Roof Materials, 11 East Bacon St, Hillsdale, Michigan 49242

EPDM Roof and Wall Areas:

- Install new roofing over the existing EPDM roofing
- Install one layer of 1" R-5.6 rigid ISO insulation board secured to the roof deck with screws and plates
- Install 1" ISO insulation board over parapet walls
- Install a 60 Mil fully adhered EPDM roof and flashing system on roof and parapet walls
- Install 24 gauge Kynar finish metal roof edge trim
- Replacement of any bad roof decking, as necessary, using 4'x8' sheets.

Total Bid Amount: \$ _____

The above bid includes and contemplates the performance of needed repairs, and the provision and installation of new roofing materials, as described in the Advertisement for Bids and Description of Project and Project Specifications. All work contemplated by this bid shall be completed in compliance with and subject to the terms and conditions set forth in the Advertisement for Bids and Description of Project and Project Specifications, the form of Contract to be signed, copies of which are attached, and this Bid Proposal.

Submitted by: _____

Printed Name: _____

Title (if a partnership, Limited Liability Company or corporation) _____

Street Address: _____

City, State and Zip _____

Telephone No: _____

Tax I.D. Number: _____

SIGNATURE: _____

ROOFING CONTRACT

Preamble

The City of Hillsdale, Michigan, a Michigan municipal corporation, (Hillsdale), is the owner of real property located at 11 East Bacon St in the City of Hillsdale which is commonly known as the "Hillsdale Community Library". Hillsdale has solicited and received sealed, competitive bids from licensed contractors who provide roof repair and replacement (Roofing), services on a commercial basis, which services include, but are not limited to the removal and proper disposal of existing roofing materials, the performance of needed repairs, and the provision and installation of new roofing materials. As a result of said solicitation Name of Business of Address (the Contractor) has submitted and been awarded a contract to perform such services in accordance with the terms and provisions of the bid specifications contained therein and this agreement.

A. General Terms

(1) In consideration of the payments to be made to the Contractor pursuant to this contract, Contractor agrees to and shall provide Roofing repair and replacement services, as hereinafter identified and provided.

(2) Contractor shall provide to Hillsdale, in addition to actual removal and installation services, all labor, new roofing materials, supplies and services as are necessary to provide and complete the services described in the attached Advertisement for Bids and Description of Project and Project Specifications which are incorporated into this Agreement by specific reference, and as contemplated by this agreement, all of which shall be provided and maintained at Contractor's sole expense.

(3) All work that Contractor performs under this contract shall be performed in a timely and workmanlike manner with minimal disturbance to persons or property.

(4) Contractor shall be solely responsible for the repair and restoration of any damage caused by it and/or its employees, servants or agents to private or public property, whether real or personal, at its sole expense. In the event the Contractor fails to make such repair and/or restoration, Hillsdale may perform such repair and/or restoration and the cost thereof shall be invoiced to the Contractor or deducted from the payment due under this contract to the Contractor.

(5) Contractor shall be responsible for obtaining all necessary permits and licenses at the Contractor's sole expense, and to fully comply with all applicable statutes, ordinance, rule and regulations.

(6) Work shall commence not later than fourteen (14) calendar days from the date of execution of this contract and shall be completed within ten (10) days after starting unless Hillsdale grants an extension of time to complete the work in writing.

B. Qualifications

(1) Contractor represents that it is a valid Michigan corporation that is and has consistently been licensed and actively engaged in the business of providing Roofing services including but not limited to the removal and proper disposal of existing roofing material, the performance of needed roof repairs, and the provision and installation of new roofing materials through the present time. Contractor further represents that it possesses the skill, experience, competence and financial ability to carry out and fulfill all of its duties and obligations under this contract in a timely and workmanlike manner.

(2) Contractor further represents and covenants that it shall not discriminate against any employee or applicant for employment or subcontractor with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, or contractual relationship lawsuits, attorney fees and related expenses, as a result of actual or claimed personal injury, including death, property damage or other damage or loss of any kind or nature which are or are claimed to be a proximate result of the negligence, gross negligence or intentional acts or omissions of the Contractor, its agents, servants and/or employees, or any other person, or which otherwise arise or are claimed to have arisen out of the use of any equipment or the performance of any work under this contract by or at the direction of the Contractor, its agents, servants and/or employees, or any other person, whether or not such damages or injuries, including death, are caused in part by the negligence of Hillsdale, its employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify Hillsdale for any damages or injuries, including death, caused by or resulting from the sole negligence of Hillsdale.

D. Payment

(1) Hillsdale agrees to and shall pay Contractor for its services under this contract, subject to and dependent on the Contractor's compliance with and fulfillment of all of its covenants and promises to Hillsdale hereunder, the total contract price of \$ Amount Dollars, which the parties agree includes all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue.

E. Independent Contractor

(1) It is further agreed and acknowledged by the parties that Contractor is an independent contractor and that neither it nor any of its employees, agents, servants or representatives are employees of Hillsdale.

(2) It is further agreed that Contractor is solely responsible for the management, direction, scheduling, oversight, discipline, training and compensation of its employees and the work they perform, as well as for the provision of all tools, equipment and supplies required to fulfill Contractor's obligations under this contract.

F. Entire Agreement

(1) This contract, together with the bid specifications and bidding instructions, and bid submitted by Contractor, constitutes the entire agreement between the parties and supersedes and merges all prior representations into its terms.

(2) The parties acknowledge that there are no other representations, inducements, promises or agreements between them, whether oral or written.

(3) In case of conflict between this contract and the bid specifications, bidding instructions and/or the Roofing services bid submitted by the Contractor or any other claimed agreement, representation, inducement, promise or agreement, the terms and provisions of this contract shall control and be binding upon the parties.

(4) Contractor acknowledges and agrees that all documents that it has provided or hereafter provides to Hillsdale in connection with or regarding its bid, this contract, its performance and compensation are subject to disclosure under the Freedom of Information Act and Contractor hereby expressly consents to the City's reproduction and release of such documents, in whole or in part, in response to a Freedom of Information Act request.

G. Termination

(1) Hillsdale may terminate this contract without further obligation or liability to Contractor at its option and without prejudice to any other remedies to which it might be entitled, whether in law, in equity, under this contract, or otherwise, by giving written notice of termination to Contractor if the latter should:

- (a) be adjudged bankrupt;
- (b) become insolvent or have a receiver of its assets appointed;
- (c) make a general assignment for the benefit of creditors;
- (d) default in the performance of any obligation under this contract;
- (e) breach any covenant under this contract
- (f) institute or suffer to be instituted any procedures for reorganization of its affairs;
- (g) fail to perform any of its obligations to Hillsdale under this contract to Hillsdale's satisfaction.

Notice of termination pursuant to the forgoing provisions shall be provided to Contractor in writing and shall be delivered by ordinary first class mail or personal service.

If Contractor fails to complete this contract within the specified time or due to any of the reasons listed above and Hillsdale terminates the contract and retains a new contractor to complete the work that this contract contemplates, Contractor shall be liable to and shall reimburse Hillsdale for the difference in the price between the newly acquired contractor's bid price and the Contractor bid price.

IN WITNESS WHEREOF the parties have set their hands and seals this ____ day of _____, 2019.

Signed in the presence of:

CONTRACTOR

By _____

Signed in the presence of:

HILLSDALE COMMUNITY LIBRARY

By _____
Mark Maier, President of Library Board

By _____
Mary K. Hill, Director of Library