



**Niles, Michigan**

**RE-ROOF OF THE FORMER CARNEGIE LIBRARY BUILDING**

ADVERTISEMENT

PROPOSAL

NON-DISCRIMINATION CERTIFICATE

INSTRUCTIONS TO BIDDERS

CONTRACT

GENERAL CONDITIONS

SPECIFICATIONS

Department of Public Works  
333 N. 2<sup>nd</sup> St.  
Niles, MI 49120  
(269) 683-4700 FAX (269) 684-3930

May 2017

**ADVERTISEMENT FOR BIDS**  
CITY OF NILES, MICHIGAN

**RE-ROOF OF THE FORMER CARNEGIE LIBRARY BUILDING**

Sealed proposals will be received by the City of Niles, Michigan in the office of the City Clerk until **2:30 A.M. Local Time, on Wednesday, May 31, 2017** at which time and place the proposals will be publicly opened and read aloud for the complete re-roofing of the Former Carnegie Library Building at 321 E. Main Street, in the City of Niles.

The proposal and contract forms as well as the plans and specifications under which the work will be done are on file and may be examined at the Department Of Public Works office, City Hall, 333 N. 2nd St., Niles, Michigan 49120, (269) 683-4700, ext. 3060. Copies thereof may be obtained from the Department Of Public Works.

All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

A certified check or bidder's bond in an amount of not less than five percent (5%) of the amount of the proposal will be required with each proposal.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal, which in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF NILES  
Joseph Ray  
Public Works Director

**PROPOSAL TO THE CITY OF NILES, MICHIGAN**

**RE-ROOF OF THE FORMER CARNEGIE LIBRARY BUILDING**

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file in the Department of Public Works, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete the work in a workmanlike manner all the work required for the complete re-roofing of the Former Carnegie Library Building, 321 E. Main Street in the City of Niles, all in accordance with the specifications as prepared by Joseph Ray, Public Works Director, at and for the following named unit prices to wit:

**RE-ROOF OF THE FORMER CARNEGIE LIBRARY BUILDING, 321 E. Main Street**

Item	Description	Quantity	Unit	Total Price
1	Complete Re-Roof	1	LSUM	\$_____

**TOTAL BID PRICE \$\_\_\_\_\_**

A	Decking Replacement (if needed)	Unknown	SFT	\$_____
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**BIDDER'S EXCEPTIONS OR COMMENTS:**

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**COMPLETION DATE:** \_\_\_\_\_

**WARRANTY:** \_\_\_\_\_

Proposal - continued

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work, at and for the price named in his proposal, and he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

The undersigned hereby agrees that if the said City shall accept this foregoing proposal he will complete the entire work of this contract by\_\_\_\_\_.

The undersigned attaches hereto a (bidder's bond)(certified check) in the sum of\_\_\_\_\_

\_\_\_\_\_ dollars ( \$ \_\_\_\_\_) as required in the Instruction to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, then said City may at its option determine that the undersigned has abandoned his right and interests in such proposal and that the certified check accompanying his proposal has been forfeited to the said City, but otherwise, the said certified check shall be returned to the undersigned upon the execution of such contract and the acceptance of his bond or upon rejection of this proposal.

In interest of expediting the award of this contract the undersigned may be required to show that he has performed work similar to that included under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the City of Niles to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Proposal - continued

Dated and signed at \_\_\_\_\_, State of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Bidder (Print or Type)

\_\_\_\_\_  
Signature of Bidder (Authorized Signature)

Title: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Proposal - continued

**CERTIFICATION OF NON-DISCRIMINATION**

Please Check One

A. Contractor \_\_\_\_\_ B. Supplier \_\_\_\_\_ C. Other \_\_\_\_\_

Project/Product Description

**Re-Roofing of the Former Carnegie Library Building**

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Niles:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.

2. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.

3. The undersigned will indemnify and hold harmless the City of Niles, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Name and Title)

## **INSTRUCTIONS TO BIDDERS**

### **Work to be Done**

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for the proposed re-roofing of the Former Carnegie Library Building and other related work complete and in accordance with the plans and specifications.

### **Construction Conditions**

**It is required that each bidder will examine the plans and specifications for the work and make a personal examination of the site of the proposed work and its surroundings.** It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

### **Basis Upon Which Proposals are Solicited**

Proposals are solicited for the proposed re-roofing and other related work as shown on the plans or described in the specifications. The basis on which proposals will be received will be that of unit prices for the work described in the Form of Proposal.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable beforehand, are to be regarded as approximate only, and as being given for the general guidance of bidders and as a basis upon which the different proposals will be compared. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal.

### **Time of Completion**

The contractor shall commence work under this contract as soon as possible and shall fully complete all work under this contract by August 30<sup>th</sup>, 2017.

### **Form of Proposal**

All proposals must be made and signed by the bidder in the form attached hereto.

All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City.

Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Niles, Michigan, and labeled on the outside **"SEALED BID FOR RE-ROOFING OF THE FORMER CARNEGIE LIBRARY BUILDING"**.

Instruction to Bidders - continued

### **Conformity to Plans and Specifications**

Proposals must be made in full conformity to all the conditions as set forth in the plans and specifications for the work now on file in the Department of Public Works.

### **Name, Address and Status of Bidder**

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

### **Financial Statement**

If required by the City, each bidder under consideration may be required to submit a statement of his financial status.

### **Certified Check or Bidder's Bond**

Each proposal must be accompanied by a certified check for a sum of not less than five percent (5%) of the amount of the proposal drawn upon some local bank, or upon some other well-known bank in good standing, or upon New York or Chicago Exchange, or a U.S. Government standard form of bidder's bond by a recognized surety company in an amount of five percent (5%) of the amount of the proposal, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract, in the attached form to do the work covered by such proposal and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Treasurer of the City of Niles, Michigan, and shall be subject to the conditions specified in the proposal.

### **Written or Oral Explanations**

Should a bidder find discrepancies in or omission from the contract documents, plans or specifications, or should he be in doubt as to their meaning, he may at once notify the Public Works Director, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The Director Public Works will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

### **Execution of Contract**

The bidder whose proposal shall be accepted will be required to execute the contract in the form attached hereto and to furnish sureties as hereinafter specified, within ten consecutive calendar days after receipt of notice of such acceptance. In case of his refusal to do so, he will be considered to have abandoned all of his rights and interests in the award, and his certified check or bidder's bond may be declared to be forfeited to the City and the work may be awarded to another.



Instruction to Bidders - continued

### **Insurance**

The Workmen's Compensation Insurance and the Public Liability and Property Damage Insurance in the amounts specified in the General Conditions must be carried by the Contractor who undertakes the work of this contract.

### **Right to Accept, to Reject and to Waive Defects**

The City reserves the right to accept any proposal, or reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineations in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. The City will also consider as irregular and subject to rejection proposals that are clearly unbalanced.

### **Award of Contract**

The contract shall be deemed as having been awarded when the Public Works Director shall have duly served formal notice of award upon the bidder to whom the City contemplates awarding the contract.

### **Withdrawal of Bids**

Any bidder who has submitted a proposal to the City may withdraw his bid at any time prior to the scheduled time for the receipts of bids. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.

### **Return of Bid Deposits**

The bid deposit of all except the three lowest bidders shall be returned within three (3) days after the opening of the bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after contract and the City has finally approved required bonds.

## **GENERAL CONDITIONS**

### Definition of Terms

The following terms as used in these CONTRACT documents are defined as follows:

**Contractor** - The person, firm or corporation to whom the within contract is awarded by the City and who is subject to the terms thereof.

**Sub-Contractor** - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

**Project** - The public improvement proposed by the City to be constructed under this contract.

**City** - The City of Niles, Michigan

**Owner** - The City of Niles, Michigan and/or private property owner.

**Common Council** - The legislative body of the City Government of the City of Niles.

**Engineer** - The Public Works Director, Public Works Superintendent, or other properly authorized representatives.

### **Engineering Supervision**

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have the authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions on the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully meet all requirement of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated into the work. The Contractor shall furnish, upon request therefore by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans or specifications may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of work.

The Engineer and his duly authorized agent and employees may, at any time and for any purpose enter upon the work and upon the premise occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

### **Measurements**

Due and proper measurement of the work will be taken by the Engineer during the progress of the work, and his estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

### **Protection Against Accidents**

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and shall furnish such watchman as will effectually prevent any accidents in consequence of his work; and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his Sub-Contractors, agents, employees or workman. The Contractor shall use safety devices that conform to the Michigan Manual of Uniform Traffic Control Devices.

### **Contractor's Insurance**

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and the Owner has approved such insurance, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the Contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the contractor shall provide and shall cause each sub-contractor to provide adequate insurance coverage for the protection of is employees not otherwise protected.

b. Public Liability and Property Damage Insurance: \* The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

\* Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person, and property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.

The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required and list the City of Niles as Additional Insured.

### **Protection of Work**

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, poles and other structures which may occur near his work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications.

No trees or shrubbery of any kind shall be moved or destroyed by the Contractor without written permission of the Engineer, and the Contractor will be held fully responsible for any damage incurred by this work to adjoining trees and shrub. Ample precaution shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replace in a manner acceptable to the Engineer.

The Contractor shall assume full responsibility for the loss or damage to the work during the entire construction period resulting from the caving earth and from storms, floods, frost, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the owner, and shall turn the finished work over to the owner in good condition and repair, at the time of final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

### **Stored Materials**

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as to not to interfere with street drainage, or with fire hydrants, or with access hereto, and to hinder any more than may be necessary to maintain the ordinary traffic of the street.

### **Labor Laws and Ordinances**

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work. The Contractor shall also obey and abide by all the laws and requirements of the City regulating or applying to public improvements, specifically, Ordinance No. 165, Section 6, which states that the Contractor shall be obligated not to discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, nation origin, or ancestry, and said Contractor shall be required to include a similar provision in all sub-contracts. The Contractor, as used in Ordinance No. 165, is defined and declared to be only employers of four or more employees.

### **Disorderly Employees**

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with

General Conditions - continued

the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

### **Sanitary Regulations**

The Contractor shall provide at convenient points, properly secluded from observation a sufficient number of toilets for the use of the employees and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work.

### **Water Supply**

The Contractor shall make all necessary arrangements for securing an adequate water supply for use in construction and for drinking water for his employees. Water may be taken from the City water mains by making suitable application to the City of Niles Utilities Department. City water drawn from fire hydrants may not be available for this project. If City water is used on the work, the Contractor shall make the necessary advance arrangements and applications and pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the Contractor. The Contractor shall make payment for water used to the City of Niles Utilities Department in accordance with their regular established rates.

### **Clean Up**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises that he has occupied during the construction period.

Before the time of final estimate, the Contractor shall remove from the premises all surplus excavation, debris and rubbish and all unused materials, together with all tool and equipment, or shall deposit them at such point and in such manner as the Engineer may require.

### **Right of Way**

In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights secured by the City. The city will endeavor to obtain right-of way in plenty of time ahead of construction work, but there shall be no claim for loss of damage by the Contractor due to unforeseen delay on the part of the City in securing the right-of-way.

### **Time and Sequence of Work**

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the method may be distinctly demand by the plans. The Engineer may, however, make such reasonable requirements as may, in his judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

General Conditions - continued

### **Sunday and Night Work**

No Sunday work shall be done except in a case of emergency or to protect from damage or injury any work that has already been done; and then only with written consent of the Engineer, and only such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Engineer or an inspector, except with written permission of the Engineer. Night work is permissible in an emergency but the Contractor shall notify the Engineer, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

### **Intent of the Contract Documents**

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water fuel, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

### **Plans and Specifications**

The nature and extent of the work to be done under this contract shall in accordance with and governed by the plans and specifications therefore which are on file in the Department of Public Works, and which copies are appended hereto and which form a part of this contract.

The specifications describe and define the kinds and quality of materials, the methods and means of construction and the character and quality of workmanship which shall enter into the work of this contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work as the Engineer may deem to be necessary or expedient. The owner shall furnish to the Contractor, free of charge, two sets of specifications and blueprint plans.

When required by the specifications, or when called for by the owner, the Contractor shall furnish the owner, for approval, full information concerning the materials or articles which he contemplates incorporation in the work. Samples of the materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

### **Correction of Work After Final Payment**

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he shall remove any defects due thereto and pay for any damage due to other work resulting there from, which shall appear within one year after date of completion and acceptance.

General Conditions - continued

### **Owner's Right to do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor and his surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

### **Sub-Contracts**

This work shall not be sublet without the approval of the City.

### **Delays**

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion will be extended for such reasonable time may be agreed upon by the owner and Contractor after notice in writing to the Owner of the cause of such delay. The Contractor must give such notice to the owner within five (5) days following beginning of such delay.

### **Termination for Breach**

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Sub-Contractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be necessary therefore.

### **Extra Work**

It is agreed that the Contractor shall do such extra work in connection with this contract as the City may especially order in writing. Such extra work may be paid for at unit prices set up in the contract or, if no prices are acceptable, at a price mutually agreed upon in advance by the Contractor and the City. But if such extra work, or any part thereof, be a kind for which no price has been agreed upon in advance, then the City will pay and the Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Contractor for labor (including compensation insurance) and materials actually used therein, plus fifteen percent (15%) of such net cost for superintendent, power, the use of tools and plant, and all overhead expenses.

## General Conditions - continued

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor shall furnish to the Engineer at the end of each day, suitable time slips showing the name of, and number of hours worked by each workman employed thereon, suitable and adequate memoranda of materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price.

All extra work shall be done by the Contractor in effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract and the Contractor will be responsible for the maintenance and protection of such extra work, until the time of the final acceptance of the entire job by the City.

No claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable for the completion of such extra work and before making of the final estimate.

### **Alterations in Plans and Specifications**

The Owner shall have the right to make alterations in the plans and specifications from the time to time as the work progresses, and the exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added or subtracted from the contract sum cannot be agreed upon in advance, or cannot be determined by unit prices enumerated herein, the cost of the work thereby added or omitted shall be estimated by the Engineer, and in the amount so ascertained shall be added to or deducted from the contract sum provided for in the contract. In case of dissent from the said estimate by either party, the question of fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten (10) days by each of the parties and the third by the two thus chosen.

### **Materials and Workmanship**

In the specifications where a particular where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition in bidding but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment are equal to those specified.

Unless otherwise stipulated in the specifications, all workmanship, equipment, material and articles incorporated in the work covered by this contract are to be new and of best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of material as the Engineer may require. The Contractor shall furnish to the owner for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information.



General Conditions - continued

The Contractor shall furnish suitable tools and building appliances to employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by him, and such labor and tools or appliances shall be substituted, therefore, by the Contractor as will meet with the approval of the Engineer.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineer, and the trade.

**Payment**

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work that has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurements with exactness, but may be made either wholly or in parts by appraisal or estimation, or by consideration of accounts for labor and material, and it shall be sufficient if it is approximate only. Any error or inaccuracy, which may occur in such progress estimate, may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the City, the City will pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligation of the Contractor for labor, materials or equipment furnished for the work in accordance with the provision herein.

The progress estimates and payments thus provide for will include all extra work which may be done under the provisions of the contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and merely an addition to it. No allowances will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work.

**Contractor's Obligation to Pay Bills**

Before the Contractor shall demand partial or final payment estimates or payment he will furnish the owner if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, material, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid such sums as the Owner may deem necessary to meet lawful claims of such persons may be retained by the Owner from any monies that may be due or become due to the Contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

**Owner's Right to Withhold Certain Amount**

In addition to the payment by the Owner under the preceding provisions of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover a) payments that may be earned or due for just claim for labor or materials

General Conditions - continued

furnished in and about the performance of the work on the project under this contract, b) for defective work not remedied, and c) for failure of the Contractor to make proper payment to his Sub-Contractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

#### **Assignment of Contract**

The Contractor shall not assign this contract or any part thereof without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

#### **Title in City**

It is agreed that the title of all materials for which the Owner is required to pay and all work completed in full or in the course of completion shall be in the Owner. Title of all equipment not purchased by the Owner shall be in the Contractor, or in the event such equipment is rented, title shall remain the person supplying such rented equipment.

#### **Notices**

All notices provided for herein shall be served by Certified Mail addressed to the last known address of the party concerned, and it is agreed service in this manner shall be sufficient.

## SPECIFICATIONS

### **RE-ROOFING OF THE FORMER CARNEGIE LIBRARY BUILDING**

The work to be performed under this contract shall consist of furnishing all labor, materials, tools and equipment required for the complete re-roofing of the Former Carnegie Library Building and Related Work in Niles, MI. All materials and workmanship shall conform to the City of Niles and other applicable building codes as well as material manufacturer's specifications. Local building codes shall take precedence over the manufacturer's specifications where conflicts may exist.

Proposals shall include complete details (including descriptive literature) of all of the work that is to be completed. The proposals shall also include the material manufacturer's names along with a description of the materials to be used.

*The City of Niles will be specifying a **CertainTeed Belmont Luxury Shingles in Colonial Slate color**. We are aware that there are multiple roofing systems and practices. We are open to other systems; however the end product must be of equal quality and guarantees equal life expectancy of the roof.*

### **DESCRIPTION OF WORK**

Tear off roof to deck and inspect decking  
Replace all bad decking-to be paid for by the square foot  
Install ice and water shield along eaves 6 foot up minimum and in valleys  
Install 1.5 inch aluminum drip edge along perimeter  
Install synthetic felt underlayment  
Install new pipe boots around soil pipes  
Install lifetime dimensional shingles (50 year warranty)-described above  
Install 6 nails per shingle for 130 mph wind uplift  
Flash all protrusion with aluminum as needed  
Clean up debris daily and run magnets daily.

### **VENTING**

Install vents as necessary according to Manufacturer's Specifications.

Specifications - continued

**DRAINS**

Roof drains shall be protected and remain functional throughout the project. All debris shall be prevented from entering the drains. (not applicable in this project)

**FLASHING AND COPING REPAIR**

All flashing and coping around the perimeter of the building shall be either removed and replaced, or properly secured and re-caulked to achieve a watertight seal. Removal of existing loose caulking material shall be completed prior to the application of the new caulking material. Caulking material shall be intended for use with outdoor applications such as this specified work.

**WORKSITE CONDITIONS:**

During the course of the project, the work site, including the parking lots and lawn areas, shall be kept clean of debris at all times. Disruption of activities at the site shall be kept to a minimum.

**WEATHER PROTECTION DURING CONSTRUCTION:**

The Contractor shall fully protect all exposed surfaces during inclement weather and will be responsible for the repair of damages arising from water infiltration caused by inadequate protection.

**CONSTRUCTION PERMITS:**

All necessary permits must be secured by the Contractor prior to the beginning of work. Fees normally assessed by the City of Niles Building Department will be waived for this project.

**INSURANCE AND BOND REQUIREMENTS:**

All insurance and bond requirements as stated in the Advertisement, Instructions to Bidders and General Conditions must be met prior to the beginning of work.

**PAYMENT FOR WORK:**

Payment will be made for this construction project upon satisfactory completion of the project. Contractor shall submit an invoice to the Department of Public Works a minimum of ten (10) days prior to the next scheduled Niles City Council meeting after completion of the work. City Council meetings are held on the second and fourth Mondays of each month.

Specifications - continued

**ALLEY AND PEDESTRIAN AREAS:**

As necessary, the contractor shall provide protection to pedestrians, motor vehicles, and other property during the course of construction. Staging in the alley on the south side of the building or on a public street or in a public parking lot shall be subject to approval by the City. If a closure is allowed, all proper signage and barricades, per the most current edition of the Michigan Manual for Uniform Traffic Control devices or as determined by the City, must be in place. Costs for signs and barricades shall be included in the cost of re-roofing work and will not be a separate pay item.



**CONTRACT  
CITY OF NILES, MICHIGAN**

**RE-ROOFING OF THE FORMER CARNEGIE LIBRARY BUILDING**

THE CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the **City of Niles, Michigan**, hereinafter called the "City".

WITNESSETH: That the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I SCOPE OF WORK** - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the **Re-Roofing of the Former Carnegie Library Building and Related Work** in the City of Niles, Michigan, all in a strict accordance with the Specifications, including any and all addenda, prepared by Joseph Ray, Public Works Director, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof.

**ARTICLE II TIME** - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecuted with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by **August 30<sup>th</sup>, 2017**, the date of completion being considered an essential element of the Contract.

**ARTICLE III COMPLETION** - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before **August 30<sup>th</sup>, 2017**.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

**ARTICLE IV THE CONTRACT PRICE** - The City shall pay to the Contractor for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

Contract - continued

**RE-ROOF OF THE FORMER CARNEGIE LIBRARY BUILDING, 321 E. Main Street**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Price</b>
1	Complete Re-Roof of Area A	1	LSUM	

A	Decking Replacement (if needed)	Unknown	SFT	
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**ARTICLE V COMPONENT PARTS OF THIS CONTRACT** - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Specifications
2. Instruction to Bidders
3. General Conditions
4. Advertisement for Bid
5. Non-Discrimination Certificate
6. Contractor's Proposal
7. This Instrument

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Contract – continued

**IN WITNESS WHEREOF:** The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
**City of Niles**

\_\_\_\_\_  
City

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Nick Shelton

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Title



**Complete Re-Roofing of the Former Carnegie Library Building**

**Bids Opened May 31st, 2017 at 2:30 P.M.**

**ADVERTISE IN:**

SOUTH BEND TRIBUNE – May 17, 2017

**ADVERTISEMENT TO:**

Ric Huff  
Joseph Ray  
Gary Soper

**SPECIFICATIONS TO:**

Sherriff-Goslin Company  
552 S. Crystal Ave  
Benton Harbor, MI 49022

Midland Engineering Co.  
P.O. Box 1019  
South Bend, IN 46624

Superior Exteriors, Inc.  
1990 S. 11<sup>th</sup> Street  
Niles, MI 49120

Stark Roofing  
774 Tuttle Street  
Baroda, MI 49101

Slatile Roofing and Restoration  
1703 S. Ironwood  
South Bend, IN 46613

Construction News Service of W. Michigan  
P.O. Box 639  
Grandville, MI 49468

Construction Association of Michigan  
43636 Woodward Avenue  
P.O. Box 3204  
Bloomfield Hills, Mi 48302

Builders Exchange  
2015 Western Avenue  
Room 138, Marycrest Building  
South Bend, IN 4661

Future Roofing and Construction  
585 North Bainbridge Center Road  
Watervliet, MI 49098  
lan@futureroofing.net