

Proposal and Specifications

March 9, 2018

Submitted to: Branch District Library
10 East Chicago Street
Coldwater, MI 49036

Attn: John Rucker

Re: Fourth Floor West Entrance Shingle Rake (see photos)

Phone: 517-278-2341 ext. 115

Email: ruckerj@branchdistrictlibrary.org

Hoekstra Roofing Company hereby submits specifications:

John,

I have included a 2018 service contract to make general roof repairs per our time and material service rates. We will need to bring the articulate lift around to the west entrance and rework the shingles and metal trims as needed. This will take approximately 2-3 days.

Our current service rates are as follows.

Serviceman labor rate per hour	\$72.00
Journeyman labor rate per hour	\$72.00
Sheet metal rate per hour	\$74.00

- Time and material rates will be billed accordingly with a markup for overhead and profit on the materials.
- A \$25.00 fuel charge may be added for outside the 25-mile one-way trip.
- Service trucks have two men per truck and are billed port to port.
- Time and a half rates will apply after ten hours per day Monday through Friday and all day on Saturday.
- Sunday will be at a double time rate.
- An additional service charge of up to \$100 may be added for any after-hours / emergency work when we have to call in technicians that were not on duty.

Price – Time and Material, Not to Exceed: \$4,500.00 per day plus 80' lift rental at \$4,500 per week

Note: includes replacement of missing attic insulation.

Sincerely,



Dale Roach
Project Manager

HOEKSTRA ROOFING COMPANY – CONTRACT TERMS

PROJECT – Branch District Library Fourth Floor West Entrance Shingle Rake

1. **Description.** Branch District Library (“Owner”) agrees to contract with Hoekstra Roofing Company (“Builder”) to provide certain roofing material and labor and other related services (hereinafter all roofing labor and materials and other services provided by Builder shall be referred to as the “Work”), according to the plans and specifications attached hereto as **Exhibit A**. The Builder’s Work and all other work undertaken by Owner or other contractors, if any, at its property (the “Property”) may collectively be referred to as the “Project” hereunder.
2. **Contract Price and Payment of Contract.** The contract price (“Contract Price”) is the price for construction and completion of the Work described on **Hoekstra Roofing Company Proposal and Specification** (“Proposal”). Owner shall pay where applicable an initial deposit in advance of the Work as shown on the Proposal. Owner shall then pay to Builder any future amount invoiced to Owner, within fifteen (15) days after Builder has sent Owner an invoice for its services. Any amounts due and payable by Owner to Builder hereunder which are not paid timely shall accrue interest at a rate of eighteen percent (18%) per annum (one and five hundredths (1.5%) percent compounded every thirty (30) days) or the highest rate allowable under Michigan law, whichever is less.
3. **Change Orders.** Any and all additions, alterations, or changes to the plans and specifications, including any materials provided in the plans and Specifications, or to the scope of Builder’s Work, shall be agreed upon in writing and signed by the parties. The written document modifying the Work shall be referred to herein as a “Change Order”. Notwithstanding the foregoing, if the parties fail to sign a written Change Order where extra work has been ordered by Owner, or Owner’s agents, in writing or verbally, then Owner shall pay Builder’s reasonable costs for its labor, materials, and overhead for the extra work, plus Builder’s reasonable profit margin.
4. **Site Conditions.** Notwithstanding anything in this Agreement to the contrary, should any unsuitable, unusual or unforeseen roofing or other building conditions be encountered which Builder did not foresee, and it is necessary to remove or correct them to reasonably complete the Work, or the same increase Builder’s cost to complete the Work, then the cost of the correction of these conditions or the additional costs and expenses incurred by Builder shall be paid by Owner to Builder upon demand. These conditions shall include, but not be limited to, the repair or replacement of moldy, rotted, rusted, or other compromised roof decking, carpentry, masonry, or asbestos or other such materials or conditions discovered by Builder after commencement of the Work. Builder will also not be responsible for dust, debris, or ceiling components that may fall from below the roof deck during roofing operations. Owner shall also be responsible to pay Builder for all changes in the Work required by any laws or building codes or changes necessitated by structural or design defects.
5. **Specifications.** To the extent that specifications for the Project are provided by Owner or Owner’s agents or employees, said parties are responsible for any defect in the design of the Project or designation of materials or location of the Project which do not meet Owner’s satisfaction, industry customs or standards or building codes. Owner agrees that Builder shall bear no responsibility for damages arising out such design. Material type, size, location, design, installation, color, and other design selections can alter durability, price, value, and usability of the finished Project and Builder assumes no responsibility for selections or choices that are made by Owner or Owner’s agents and employees.
6. **Completion Time.** Owner agrees that the time of completion of the Work is dependent on a variety of factors and that while Builder can provide an estimate of completion time there is no guaranty that the Work will be completed on any specific date. Owner grants Builder complete discretion in the time and manner at which the Builder’s Work will be performed to account for outside work schedule of Builder, coordination of trades, weather, availability of labor and materials, and other factors that may affect the time of completion.
7. **Limited Warranty.** If the Work is subject to a limited warranty, the same shall be in writing and signed by the Builder; provided, however, that even where a limited warranty applies, the Owner agrees that there shall be no warranty of any kind related to any portion of the Work which is repair work (as opposed to complete roof replacement or the completion of new work provided by Builder to which the limited warranty may apply). EXCEPT FOR ANY EXPRESS WARRANTIES AS SET FORTH HEREUNDER, ALL OTHER IMPLIED WARRANTIES ARE HEREBY WAIVED AND DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AN IMPLIED WARRANTY OF HABITABILITY, AN IMPLIED WARRANTY OF MERCHANTABILITY, AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE. Failure to make timely payment in accordance with paragraph 2 voids any Warranty offered.
8. **Waiver of Mold and Other Claims.** Notwithstanding Builder’s obligation to construct the Work in a good, workmanlike manner, consistent with all applicable building codes, Owner acknowledges that moisture in and around the Project may cause mold growth, and that Owner and/or Owner’s customers, employees, visitors, and guests could be exposed to the inhalation of mold spores or have skin contact with mold contaminants. The effect of mold on a person’s health, if any, depends on the type of mold, the level of mold exposure, and the sensitivity of the person exposed. The Owner acknowledges that the Builder does not have control over the growth of mold in and around the Work on the Project and therefore Owner agrees to release Builder, and Builder’s owners, officers, employees, subcontractors, and suppliers, from all claims and causes of action related in any way to the existence of mold at the Project. Owner acknowledges that the Builder shall not be responsible for any damages, costs, or expenses caused by, or related to, mold, dry rot, mildew, or some other agent, substance, or material, that may exist at the Project and which may be associated with, or caused by, the Builder’s Work, including, but not limited to, losses or damage to the Project, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and any other adverse health effects.
9. **Attorneys’ Fees/Costs.** If either party breaches this Agreement, whether prior to or after commencement of construction, and the non-breaching party incurs any attorneys’ fees or other costs necessary to enforce this Agreement against the other party, then the non-breaching party’s attorneys’ fees and all court, expert witness, or other costs shall be due and payable by the breaching party, upon demand, and any judgment entered by any court shall include an award of attorneys’ fees and costs related to enforcement of this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, statements and discussions, written or oral, of the parties hereto, relating to the matters contemplated by this Agreement.
11. **Builder’s License.** If the Project is a residential structure as defined under the Act, then under Section 114 of the Act, this Agreement incorporates the following language:

That a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. That an electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to 338.892. That a plumbing contractor is required to be licensed under the state plumbing act, 2002 PA 733, MCL 338.3511 to 338.3569. That a mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.
12. **Other Provisions.** _____

We have read this Agreement carefully before signing and hereby acknowledge receipt of a copy thereof.

Owner: Branch District Library

Builder: Hoekstra Roofing Company

By: 
Dale Roach
Project Manager

Date: March 9, 2018



**PHOTOS FROM COLDWATER BRANCH ROOF PROBLEMS
March 16, 2018**

Photos taken March 1, 2018

Leak damage in workroom:



Mold creeping up from under the tiles:



Site of previous repair near the leak, 1979 side, dry:



Dry at the peak of the roof, 1886 side:



Insulation fallen down, 1886 side:



Possible wet area about halfway down the roof slope, 1886 side:



Approximate spot from the outside where the above possible wet spot is:

