



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

2026 CITY-WIDE PAVEMENT MARKING

The City of Hillsdale is requesting proposals for the following items of work:

- Painting of centerlines and edge lines using waterborne paint, city wide.
- Installation of new Overlay Cold Plastic Special Markings.

All work shall be in accordance the applicable sections of the 2020 MDOT Standard Specifications for Construction. Project maps will be provided when work is to start.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on September 1, 2026 at the following location:

Hillsdale City Hall
Office of the City Clerk
97 N. Broad Street
Hillsdale, MI 49242

Project Scopes of Work:

This project includes the painting of the longitudinal pavement markings on certain City of Hillsdale streets, this project also includes the installation of Special Markings utilizing Overlay Cold Plastic. No work is included on any MDOT trunklines or Hillsdale County roads.

All work shall be completed in accordance with the 2020 MDOT Standard Specification for Construction and with all applicable sections of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Contractor shall apply permanent pavement markings in accordance with Section 811 of the MDOT Standard Specification. All materials shall be in accordance with Section 811 and Section 920 of the MDOT Standard Specification.

Longitudinal Pavement Markings: Payment for longitudinal pavement markings will be accordance with Section 811, except “skip markings”, in this contract, they have been measured as actual line placed.

Special Marking Placements: Special Marking shall be placed in accordance with the MMUTCD and MDOT Standard Specification section 811 and 811.03.D.4.a or c. Markings shall be of the type and style listed in the city’s documents.

Proposed Project Schedule:

City Council Anticipated Award of Contract:	September 8, 2026
Project Start Date:	Immediately following Contract Award.
Completion Date:	November 1, 2026, or by dates as required by the MDOT Specification.

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, “2026 City-Wide Pavement Markings – City of Hillsdale”
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsibility for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.
- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, 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 reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to:

Jason Blake
Director of Public Services
City of Hillsdale
Hillsdale, MI 49242
517-437-6490
jblake@cityofhillsdale.org

Conditions applicable to proposal:

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- 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.
- This request for proposal does not commit the City of Hillsdale 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.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.

- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

Changes and addenda to proposal documents:

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk, as well as published on MITN. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

Proposal results:

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

Anti-Collusion:

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

Bid Bond/ Performance Bond:

Bids must contain the names of every person or company interested therein and shall be accompanied by a bid bond in the amount of 5% of the amount bid with satisfactory corporate surety, subject to conditions provided in the instructions to bidders. At the option of the Bidder, the guaranty may be a certified check, bank draft or negotiable U.S. Government Bonds (at par value). No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of **City of Hillsdale**. Cash deposits will not be accepted. The Bid guaranty shall insure

the execution of the Agreement and the furnishings of the bonds, noted below, by the successful Bidder, all as required by the Contract Documents.

The successful bidder will be required to furnish satisfactory performance bond and maintenance and guarantee bond in the amount of 100% of the bid, and labor and material bond in the amount of 50% of the bid.

PROPOSAL:

All bids will be paid utilizing Unit Prices in accordance with the submitted proposal for the bid by the unit actually placed.

ITEM DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS		
Pavt Mrkg, Waterborne, 4 Inch, Yellow	249,395	LF		
Pavt Mrkg, Waterborne, 4 Inch, White	89,884	LF		
Pavt Mrkg, Ovly Cold Plastic, 12 Inch, Continental Crosswalk	768	LF		
GRAND TOTAL:				

I, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

Certification Regarding Debarment, Suspension and Other Responsibility Matters—
Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE NAME OF PROPOSER_____

PRINTED NAME OF PROPOSER_____

TITLE_____

NAME OF COMPANY_____

ADDRESS_____

CITY/STATE/ZIP_____TELEPHONE_____

EMAIL_____DATE_____

City of Hillsdale
Hillsdale Pavement Marking 2026
The Contract

This contract, made the (XX) day of (month), (year) by and between (Contractor Information and address), hereinafter called the “Contractor” and the City of Hillsdale, Michigan, hereinafter called the “Owner.” ***Witnesseth*** Whereas, the owner is desirous of having placed miscellaneous pavement markings, on certain streets within the City of Hillsdale; and the contractor has agreed to the same for the consideration herein named, the contractor and the owner agree as follows:

Article 1 - The Work - It is agreed that the contractor shall furnish all the materials and equipment and perform all of the work shown on the drawings and described in the specifications entitled, 2026 City Wide Pavement Marking, prepared by the City of Hillsdale, Department of Public Services Director (DPS Director), and in these contract documents entitled “the DPS Director;” and shall do everything required by the contract documents; the contract documents being hereby defined to include the contract, bonds, drawings, specifications, detailed and general, proposal, instructions to bidders, advertisement and any supplements thereto agreed to by both parties.

Article 2 - Alterations - It is agreed that the contractor shall make alterations to the work under this contract, as the owner may especially order in writing. Compensation for such alterations shall be determined by the unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the owner and the contractor.

The owner at his discretion may furnish to the contractor any materials or supplies or transportation required for extra work. The contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the owner and performed under the provisions of this article shall be done by the contractor in an 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 shall be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the owner.

It is further agreed that no claim against the owner on account of alterations shall be valid unless such work has been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

Article 3 - Time - It is agreed that the contractor shall begin work under this contract on or around September 9, 2026 and have executed the signed contract and that he shall prosecute it in such manner as will bring the entire work to completion by November 1, 2026, prior to the beginning of work, with consideration to Article 4 of this contract. The time of beginning, rate of progress, and date of completion are considered essential elements of the contract.

Article 4 - Extension of Time - It is agreed that if the contractor shall be avoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of providence, or by general strikes, or by court injunction, or by stopping of work by the owner because of any emergency or public necessity, or by reason of alterations ordered by the owner, the contractor shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the time limits specified in Article 3 herein, as the superintendent shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the contractor within a week after the date upon which such alleged cause or delay shall have occurred.

Article 5 - Liquidated Damages - It is expressly covenanted and agreed that time is and shall be considered of the essence of the contract. In the event that the contractor shall fail to perform the entire work agreed to be performed under this contract or to perform any certain portions thereof for which definite stipulations have been agreed to by or at times herein mentioned or referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the contractor shall pay unto the owner for liquidated damages and not as a penalty. Liquidated damages are as stipulated in table 108-1 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract, which said sums the owner

shall have the right to deduct from any monies in his hands otherwise due, or to become due the contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6 - Assignment of Contract - It is agreed that the contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the contract documents exactly as if performed by the contractor and his immediate employees and workmen. No sub-letting of the work shall in any way diminish or weaken the responsibility of the contractor for all parts of the work or lessen his obligations and liabilities under this contract.

It is likewise agreed that the contractor shall not assign, either legally or equitably, any of the monies payable to him under this contract, or his claim thereto, except with the written consent of the owner to do so.

Article 7 - Permits and Regulations - The contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of services affects consumers, due and sufficient notice shall be served upon those so affected.

Article 8- Insurance

Compensation Insurance - The contractor shall take out and maintain during the life of this contract worker's compensation insurance for all of his employees employed at or in the vicinity of the owner's property, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection offered by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of his employees not so protected. All necessary bonds and certificates of insurance shall be filed with

the City Clerk before work is begun.

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 subcontractor 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 subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be as follows:

The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.

The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.

The contractor shall require subcontractors, if any, not protected under the contractor's insurance policies, to take out and maintain public liability insurance and property damage insurance in the amounts set forth above. The contractor shall furnish the owner with satisfactory proof of coverage of the insurance required.

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, and all the laws and requirements of the owner regulating or applying to public improvements.

Local Sources for Labor and Materials - It is understood and agreed by and between the parties of this contract that all labor employed on this work shall be obtained from residents of the City insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the City insofar as practicable.

Patents and Patent Rights - The contractor shall protect and save the owner harmless against all claims or actions brought against the owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Article 9 - Payment - And it is hereby agreed that, in consideration of the faithful and entire performance by the contractor of his obligations under this contract, the owner shall pay to The Contractor, at the time and in the manner hereinafter stipulated, the amount quoted on (DATE), 2026, as unit price bid for the City Wide Pavement Marking in the amount of (BID AMOUNT). Final payment will be based on actual quantities measured and/or placed on the project and mutually agreed upon. The City will issue formal purchase order, if required, for this work. Any and all changed conditions or increased quantities shall be agreed upon prior to the contractor incurring any additional costs.

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 which 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 measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the contractor shall demand partial or final estimates or payments he shall furnish to the owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons, who have supplied labor, materials 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 shall deem necessary to meet the 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.

As soon as practicable after such estimate is made up and certified and upon its approval by the owner, the owner shall pay to the contractor, on account, a sum equal to ninety percent (90%) of

the amount of such estimate; except that the owner may deduct and retain out of any such partial payment of sum sufficient to meet any undischarged obligations of the contractor for labor, materials or equipment furnished for the work.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the City Engineer and/or DPS Director will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the contractor under the terms of the agreement. Upon the acceptance of the completed work, the owner will pay to the contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the owner may deem to be necessary to meet the undischarged obligations of the contractor for labor, materials or equipment furnished for the work. The contractor shall file with the owner a sworn statement that claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the date and year first above written.

WITNESS

CITY OF HILLSDALE, MICHIGAN

_____ By _____
City Manager –

WITNESS

NAME OF CONTRACTOR

_____ By _____