



Department of Management Services  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007-4796  
Phone: 269.337.8020  
Fax: 269.337.8500  
[www.kalamazoocity.org](http://www.kalamazoocity.org)  
[purchasing@kalamazoocity.org](mailto:purchasing@kalamazoocity.org)

**NON-MANDATORY PRE-BID MEETING**  
**Tuesday, June 27, 2023 at 10:00 a.m. (ET)**  
**Kalamazoo City Hall – 241 West South Street, Kalamazoo, MI 49007**  
**2<sup>nd</sup> Floor Community Room**

**INVITATION FOR BIDS (IFB)**

The City of Kalamazoo, Michigan is soliciting sealed bids for:

**Project Name: 150 E. Crosstown Entryway Improvements**

**Bid Reference #: 91000-001.0**

**IFB ISSUE DATE: June 16, 2023**

**BID DUE/OPENING DATE: July 18, 2023 at 3:00 p.m. Local Time (ET)**

*Facsimile Bids Will Not Be Accepted.*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions about this IFB should be directed to:**

Department Contact: **Anthony Ladd, PE,**  
**Assistant City Engineer – Public Works at**  
[ladda@kalamazoocity.org](mailto:ladda@kalamazoocity.org) or 269-910-1622

*Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.*

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bids with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.
- \_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION I  
INSTRUCTIONS TO BIDDERS**

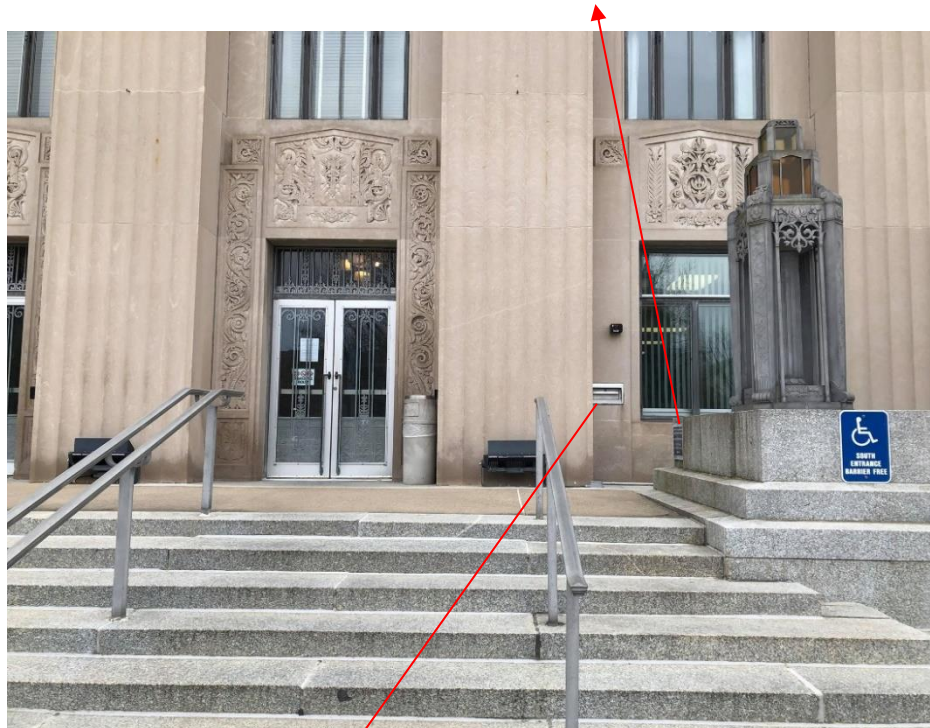
1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted electronically will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, at least 5 business days before the bid opening so a reply may reach all prospective bidders prior to the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
9. **BID SUBMITTAL**- Bidders can submit sealed bids in one of the following ways:
  - 9.1. **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007

- 9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the bid document.
- 9.3. **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



- 10. **BID TABULATIONS-** The Purchasing Division makes an effort to post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

**SECTION II  
BID AND AWARD**

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

**150 E. CROSSTOWN ENTRYWAY IMPROVEMENTS**

**LUMP SUM BID**

*West Public Safety Entryway* \$ \_\_\_\_\_

*East City of Kalamazoo Entryway* \$ \_\_\_\_\_

**TOTAL PROJECT COST** \$ \_\_\_\_\_

**PRODUCT SUBSTITUTION**

(must conform with procedure outlined in SECTION V, SCOPE OF WORK & SPECIAL CONDITIONS, 12. PRODUCT/SYSTEM SUBSTITUTIONS) and the instructions provided in the project plans (Appendix C), PART 2 – PRODUCTS, 2.1 MANUFACTURERS:

\_\_\_\_\_  
(Substitute Submitted)

\_\_\_\_\_  
(Substitute Submitted)

\_\_\_\_\_  
(Substitute Submitted)

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Work shall start within \_\_\_\_\_ working days after receipt of notification by Contractor of Notice to Proceed and shall be completed within \_\_\_\_\_ calendar days thereafter (**project must be COMPLETE within 240 calendar days**).

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

The City encourages the use of local labor in fulfilling the requirements of this contract.

This contract shall be governed by the laws of the State of Michigan.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

**Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form**

- Attach a copy of the current application for employment being used by the bidder

**Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:**

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:\_\_\_\_\_
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

**CITY OF KALAMAZOO**  
**LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

**CERTIFICATION**

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: \_\_\_\_\_

Street Address of Business: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Number of employees working in Kalamazoo County: \_\_\_\_\_

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: \_\_\_\_\_

The above information is accurate:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



**SUB-CONTRACTING INFORMATION**

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

**INSTRUCTIONS:**

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

**Subcontractors:**

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

<b>Nature of Contract:</b>		
<b>Subcontractor Name/Address</b>	<b>Local?</b>	<b>% Of Total Contract</b>
<i>BIDDER</i>		

Does this List of Subcontractors need to be updated after the bid opening? **Yes** \_\_\_ **No** \_\_\_

**REFERENCE QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established: Year \_\_\_\_\_ Number of Employees: \_\_\_\_\_
3. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Partnership: \_\_\_\_\_
  - c. Corporation: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
  - 5.1 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(type or print)

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

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III**  
**CITY OF KALAMAZOO**  
**INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**INDEMNITY AND INSURANCE**

*Continued*

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SECTION IV**  
**SPECIAL REQUIREMENTS**

**1. BID BOND/GUARANTEE**

The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is **NOT** acceptable.)

**A. PERFORMANCE BOND**

A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory performance of any equipment required hereunder. The bond shall also ensure the City against defective workmanship and/or materials.

**B. LABOR AND MATERIAL (PAYMENT) BOND**

A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan, and written in favor of the City of Kalamazoo. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the City of Kalamazoo may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Kalamazoo for a refund.

**2. WAIVERS OF LIEN**

Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.

**3. SUBCONTRACTORS**

- A. Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.
- B. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women business enterprise, and shall use its best efforts to ensure that minority and women business enterprises have maximum practicable opportunity to compete for subcontract work under this agreement.

**4. PREVAILING WAGES**

The successful bidder will be required to comply with Section 2-125 of the Code of Ordinances of the City of Kalamazoo regarding prevailing wages and Appendix B attached, incorporated herein by reference. Special note: This provision applies only to projects in excess of \$100,000 for City (\$2,000 federal) funded projects.

The City's requirements as it relates to prevailing wages includes a meeting with the City's Purchasing Division **prior** to work and payroll and work monitoring during the duration of the contract. Please contact Purchasing at (269) 337-8020 if you have any questions regarding Davis-Bacon provisions.

**SECTION V**  
**SCOPE OF WORK & SPECIAL CONDITIONS**

**1. INTENT**

It is the intent of these plans and specifications to provide for a general contractor who shall provide all labor, materials, tools and equipment necessary to perform in a professional manner for the 150 E. Crosstown Entryway Improvements project as described in the specifications, plans, and bid document. The location of the project is the Public Safety Headquarters at 150 E. Crosstown Parkway, Kalamazoo, MI 49001.

**2. SCOPE OF WORK**

In general, the work will consist of:

- 2.1. Removal of a portion of the existing canopy framing at the courts and public safety entryways and modification as needed to accept new canopy fabric material.
- 2.2. Removal of a portion of the existing four columns and EIFS surround at both locations. The EIFS portion of the existing columns that are to remain shall be cleaned and painted and receive a new precast concrete cap.
- 2.3. All of the EIFS at the entry and the existing column surrounds shall be cleaned, patched and painted to provide a clean unblemished appearance.
- 2.4. The new canopy faces will have the Public Safety logo on the west entry and City of Kalamazoo logo (with department to be named later) on the east entry.

See attached specifications and drawings depicting new canopy systems for the building.

**3. QUANTITIES**

The quantities shown or indicated on the plans are only estimated. Payment will be made based upon unit pricing of quantities installed.

**4. ACCESS TO SITE**

- 4.1. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.
- 4.2. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 4.2.1 Limits: Confine construction operations to the areas shown on the drawings or designated by the Owner.
  - 4.2.2 Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 4.3. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.
- 4.4. Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts. Maintain existing exits unless otherwise indicated.



**5. TEMPORARY UTILITIES**

- 5.1 Temporary or construction water will NOT be available on the sites. The Contractor must provide for drinking water.
- 5.2 Temporary toilets: To be supplied by the Contractor as may be necessary.

**6. WORK RESTRICTIONS**

On-Site Work Hours: Work hours are limited to 7:00 a.m. to 5:00 p.m. unless coordinated with the Owner for other times. Access to the building will be permitted to complete the work within the schedule established for this project. Contractor will coordinate building access with the Owner during work operations.

- 6.1. Non-smoking Building: City of Kalamazoo is a tobacco free environment. Tobacco use is not permitted on City property. Tobacco use within buildings is prohibited.

**7. PERFORMANCE REQUIREMENTS**

See specifications on Plans (**Appendix C**)

**8. QUALITY ASSURANCE**

- 8.1. Provide design in accordance with specifications on the Plans (**Appendix C**).
- 8.2. The canopy system must be installed by a qualified firm that is approved, authorized, and licensed by the manufacturer to install provided product.
- 8.3. Ensure components, including fasteners, for canopy system are acceptable and meet specifications of canopy manufacturer.

**9. WARRANTY**

Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of canopy system that fail in materials or workmanship during the warranty period noted in the specifications on the Plans (**Appendix C**).

**10. SUBMITTALS**

The contractor shall provide the following submittals:

- 10.1. Provide basis of design in accordance with specifications on the Plans (**Appendix C**).
- 10.2. Provide 2 copies of shop drawings showing plan, section, and details of proposed work.
- 10.3. Provide a report from the manufacturer certifying that the canopy system complies with all performance requirements.
- 10.4. Provide 2 copies of the Operation and Maintenance (O&M) manual for the canopy system.
- 10.5. Provide a signed and executed Warranty document provided by the canopy system manufacturer.

11. **NON-MANDATORY PRE-BID MEETING**

11.1. All prospective contractors and subcontractors are invited to attend a non-mandatory **Pre-Bid Meeting** with representatives from the City of Kalamazoo on **Tuesday, June 27, 2023 at 10:00 a.m. local time (ET)** at Kalamazoo City Hall – 241 West South Street, Kalamazoo, MI 49007. (2<sup>nd</sup> Floor Community Room) Following this pre-bid meeting each bidder shall also visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. **Questions may be emailed to Anthony Ladd by 3:00 p.m. (ET) on July 10, 2023 (no later than one week before bid due date).**

11.2. The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form of legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this Contract on behalf of the Contractor for any negligence on his/her part.

12. **PRODUCT/SYSTEM SUBSTITUTIONS**

The inclusion of a manufacturer's name, trademark, or other proprietary identification of a product shall not limit competition, but shall establish a standard of quality. However, the substitution of a product in place of that specified shall be permitted only upon the Owner's issuance of written approval in the form of an Addendum, following the procedure as outlined below.

Submit a written request, to be received not later than 10 business days prior to scheduled bid opening, for Substitution of any Product not named. If no substitutions are submitted, it will be reasonably concluded by the Owner that the specified product will be incorporated into the Work and the Bidder will be committed to supplying the specified product.

- 12.1. Describe in detail any variance to the Product specified. All proposed substitution for specified items shall be substantially the same size (height, length, width, diameter, etc.), type, color, construction quality and shall meet the design intent to be considered for substitution for the Product specified.
- 12.2. Document each request with complete data substantiating compliance of proposed Substitution with Product specified including written certification that Product conforms to or exceeds all requirements of the Product specified.
- 12.3. Document all coordination information, including a list of changes or modifications needed to the Contract Documents or other parts of the Work and to construction performed by the Owner and Separate Contractors that will become necessary to accommodate the proposed substitution.
- 12.4. Provide name, address and telephone number of manufacturer's authorized representative.
- 12.5. Submit three copies of all documents for each request for Substitution for consideration.
- 12.6. Approval of the Substitution request, if given, will be in the form of an addendum issued prior to scheduled opening date and hour at local time.

**13. DELIVERY, STORAGE, AND HANDLING**

- 13.1. Contractor will deliver canopy materials to Project sites in original containers with seals unbroken and labeled with manufacturer’s name, product name and type, approval of listing agency.
- 13.2. Contractor will protect all stored materials from physical and atmospheric damage. Keep protected in undamaged containers or packaging. Comply with the manufacturer’s instructions for handling, storing, and protecting all products during prior to and during installation.

**14. PROJECT CONDITIONS**

Proceed with installation only when existing and forecasted weather conditions permit canopy system to be installed according to manufacturer’s written instructions and warranty requirements.

**15. PRE-CONSTRUCTION MEETING**

The awarded Contractor and the City’s project representative will hold a pre-construction meeting prior to the beginning of the project.

**16. SAFETY**

- 16.1. Contractor and/or sub-contractors are responsible to follow all State and Federal safety regulations and guidelines as they pertain to contractors performing this type of work.
- 16.2. While on site, the Contractor and /or sub-contractors will follow the City of Kalamazoo’s safety practices and procedures. These will be presented to the awarded Contractor at the pre-construction meeting. The Contractor will be required to submit the company’s Safety Plan to the City’s Safety Representative for review prior to the commencement of any on-site work.
- 16.3. Parking and other on-site requirements will be discussed with the awarded Contractor at the pre-construction meeting. The site has parking available for the Contractor to use throughout the project.

**17. DESIGNATED PROJECT MANAGER**

The designated Project Manager for this project shall be Chris Tomilo, Citywide Maintenance Manager, who can be contacted at (269) 337-8013 or tomiloc@kalamazoocity.org. Upon Contractor’s receipt of Notice to Proceed, daily project communication shall be through Chris Tomilo and he shall have all the Project Manager duties and responsibilities as provided in the contract.

**18. PROGRESS SCHEDULE**

After receipt of notification by Contractor of Notice to Proceed work shall be completed within **240 calendar days**. Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the existing work will remain unchanged. Any contract time added for additional work will be applied to that additional work only and cannot be added to items in the original contract.

**SECTION VI**  
**GENERAL CONDITIONS**

**1. SUBCONTRACTORS**

Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.

**2. PROJECT MANAGER**

- 2.1 The Project Manager or his/her duly authorized representative shall have the duties and responsibilities as provided in the contract.
- 2.2 The Project Manager shall have the authority to reject any work or materials that do not conform to the contract and to decide questions or make interpretations that may arise from the contract documents.
- 2.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission that may be apparent in the contract documents and shall not proceed with work until the Project Manager or his/her representative has resolved the error or omission.
- 2.4 The Project Manager shall have authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract.

**3. CONSTRUCTION SCHEDULE AND COORDINATION**

- 3.1 **TIME IS OF THE ESSENCE** in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein. Failure on the part of the Contractor to complete the work within the stated time he/she has set for and agreed to herein, shall constitute default by the Contractor. Regardless of any other provision of this contract, if Contractor fails to complete the work within the time he/she has set forth and agreed to herein, the Contractor may be liable to the owners(s) for any damages incurred by the owner(s).
- 3.2 The Contractor shall supply the City with an agreeable work schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 3.3 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.
- 3.4 The Contractor is required to keep the Project Manager fully informed of any proposed work that will tend to interfere with the existing operations at the site.
- 3.5 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

**4. PROTECTION OF WORK**

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract. He/She shall provide and maintain all barricades, lights, fences, watchpersons or other facilities necessary to protect all persons from danger or hazardous conditions resulting from the work in the contract.

**5. PROTECTION OF PROPERTY**

- 5.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf that are not required to be disturbed by the scope of work.
- 5.2 The Contractor shall be responsible for determining the location of and for protecting from damage any utilities or other improvements.

**6. REMOVAL OF RUBBISH**

The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.

**7. RESPONSIBILITY OF CONTRACTOR**

- 7.1 Contractor shall be responsible for his/her own work and every part thereof and all work of every description used in connection with this contract. He/She shall specifically and distinctly assume and does assume all risk of damage from any action or operations under the contract or in connection with his/her work. He/She undertakes and promises to protect and defend the owner(s) against all claims on account any such damage or injury.
- 7.2 The contractor shall be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/She shall provide, without extra cost incidental items required as a part of his/her work even though not particularly specified or indicated.
- 7.3 The contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him/her.

**8. SITE SECURITY**

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

**9. MATERIALS INSPECTION AND RESPONSIBILITY**

- 9.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 9.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.
- 9.3 Any materials, equipment, components or completed work which does not comply with contract specifications or applicable city and state codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.
- 9.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.
- 9.5 Installation shall comply with the applicable rules of the industry or industries which shall be considered as included in these specifications and shall comply with all local and state codes.
- 9.6 Any reference in these documents to standard specifications shall mean the latest revisions of these specifications and shall become a part of this contract. Any part of the work not completely detailed in these documents, or referenced to a standard specification, shall be governed by the latest edition of the proper industry document.

**10. SAFETY**

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

**11. AWARD**

Award is subject to availability of funds and will be made to the contractor that best meets the specifications and the following award criteria:

- 11.1 Bidder's experience on similar type projects; size, type, cost and location.
- 11.2 Capacity of firm to start and complete a project of this size on target.
- 11.3 Price.
- 11.4 References.

**12. INSPECTION OF WORK**

The City may maintain inspectors on the job who shall at all times have access to work.

**13. UNDERGROUND UTILITIES**

For protection of underground utilities, the Contractor shall dial Miss Dig at 1-800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All "Miss Dig" participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the "Miss Dig" alert system.

**14. PAY ESTIMATES**

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly, however, frequency of payment will not exceed bi-weekly.

**15. INSPECTION OF SITE**

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this Contract on behalf of the Contractor for any negligence on his/her part. For inspection call the Public Services Department, Public Works Division Department Contact at 269-910-1622.

**16. LAYING OUT WORK**

Before submitting a bid the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the City Engineer for consideration before proceeding.

**17. SUPERVISION**

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

**18. TARDINESS**

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

**19. ADDITIONS**

Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

**20. INSPECTION AND TESTING**

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests.

**21. QUESTIONS**

Bidders shall address questions regarding the specifications to Anthony Ladd, PE Assistant City Engineer at (269) 910-1622 or [ladda@kalamazoocity.org](mailto:ladda@kalamazoocity.org). (This does not relieve the requirements of Page 1, Item 3). Questions regarding terms, conditions and other related bid requirements may be addressed to Craig Hull, Buyer at (269) 337-8444 or [hullc@kalamazoocity.org](mailto:hullc@kalamazoocity.org).

**SECTION VII**  
**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Manager. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
  - 2) A single bid being received; or
  - 3) Prices quoted are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

**3. SUBCONTRACTORS – NON-ASSIGNMENT**

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

**4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.



**5. INVOICING**

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoo.org](mailto:apinvoice@kalamazoo.org). The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo’s policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. **In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services.** All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.**

**The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.**

**6. PAYMENTS**

Upon issuance of certificates of Payment by the Architect/Engineer for labor and material incorporated in the work and the materials suitably stored at the site payment shall be made up to ninety (90%) percent of the value thereof.

When the cumulative total of payment is equal to fifty (50%) percent of the contract sum, subsequent payments will be made in the full amount for labor and material certified by the Architect/Engineer.

The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

**7. CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

**ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**8. LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

**9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

**10. HOLD HARMLESS**

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**11. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.

**DEFAULT (cont.)**

- F. Standard of Performance - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

**12. TERMINATION OF CONTRACT**

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**13. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**14. PROJECT SUPERVISOR**

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a mobile phone, beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

**15. MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**16. INSPECTION OF WORK SITE**

Before submitting bids or quotes for work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

**17. CONTRACT PERIOD, EXTENSIONS, CANCELLATION**

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).

**CONTRACT PERIOD, EXTENSIONS, CANCELLATION (*cont.*)**

- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.

## APPENDIX B - PREVAILING WAGES

Prevailing wages are applicable to this contract, therefore, rates will apply as follows:

- (XX) Project is funded by City of Kalamazoo monies and is estimated to be in excess of \$100,000.00. The applicable prevailing wage rates are attached.

Specifications for projects in which the City of Kalamazoo is party for construction, alterations and/or repair including painting and decorating of public buildings or public works in or for the City of Kalamazoo and which requires or involves the employment of mechanics and/or laborers shall contain the following provisions stating the minimum wages to be paid the various classes of laborers and mechanics for the project. Prevailing wage rates determined by the U.S. Department of Labor under Davis Bacon and related acts will be used for City of Kalamazoo construction projects.

By the incorporation of prevailing wage rates within this specification, the City of Kalamazoo stipulates that:

- ✓ Contractor or his/her subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less than once a week and without subsequent deduction or rebate on any account the full amount, accrued at the time of payment, computed at wage rates as incorporated herein regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;
- ✓ The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
- ✓ The Prime Contractor and all subcontractors shall submit weekly certified payrolls documenting the hours worked and wages paid by work classification. **NOTE: Contactor shall not include Social Security numbers of employees on certified payrolls.**
- ✓ There may be withheld from the contractor's accrued payments the amount considered necessary by the City's Contracting Official to pay to laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

**Special Note:** The City's requirements as it relates to prevailing wages **includes a meeting with the City's Purchasing Agent prior to starting work and the submission of weekly certified payrolls by prime contractors and all subcontractors.** The City will monitor certified payrolls, work progress, and conduct interviews with the mechanics and labors employed directly upon the site during the duration of the contract Please contact the Purchasing Department at (269) 337-8020 if you have any questions regarding prevailing wage provision.

The overtime pay to which a laborer or mechanic is entitled under this contract shall be that overtime pay to which he/she is entitled by any agreement made with the contractor or subcontractor or by any applicable provision of law; but in no event shall such amount be less than the prevailing wage in the Kalamazoo community for such overtime.

Revised 4-08



***PREVAILING WAGE RATES***

**150 E. CROSSTOWN ENTRYWAY  
IMPROVEMENTS**

**Bid Reference #: 91000-001.0**

**June 2023**



"General Decision Number: MI20230087 05/05/2023

Superseded General Decision Number: MI20220087

State: Michigan

Construction Type: Building

County: Kalamazoo County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

2 04/14/2023  
 3 05/05/2023

ASBE0047-002 07/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.62	18.58

BOIL0169-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 35.95	34.52

BRMI0009-031 08/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 31.01	20.36
TILE FINISHER.....	\$ 23.17	13.79
TILE SETTER.....	\$ 24.23	15.56

CARP0525-013 06/01/2021

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Builder).....	\$ 25.94	20.59

CARP1102-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 28.59	24.79

ELEC0131-001 06/01/2022

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.	\$ 37.66	8.95+27%

ENGI0324-002 06/01/2022

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.13	24.85
GROUP 2.....	\$ 40.83	24.85
GROUP 3.....	\$ 38.18	24.85
GROUP 4.....	\$ 36.47	24.85
GROUP 5.....	\$ 36.47	24.85
GROUP 6.....	\$ 30.61	24.85
GROUP 7.....	\$ 28.13	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

-----  
IRON0025-005 06/01/2022

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.50	38.44

-----  
LABO0355-022 06/01/2022

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 26.70	12.95
Pipelayer.....	\$ 20.34	12.85

-----  
PAIN0312-002 06/01/2022

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 23.74	13.35
PAINTER: Drywall Finishing/Taping.....	\$ 23.74	13.35
PAINTER: Spray.....	\$ 26.43	15.86

-----  
PLAS0016-003 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

-----  
PLUM0357-001 07/01/2020

Excluding Fort Custer

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35

-----  
ROOF0070-002 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 30.03	16.84

-----  
SFMI0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.48	25.22

-----  
\* SHEE0007-010 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 38.09	19.66

-----  
\* SUMI2011-012 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 10.38 **	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Tractor.....	\$ 19.10	8.48
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 23.59	5.66
TRUCK DRIVER: Dump Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50 **	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

# Appendix C



## *PLANS*

### **Kalamazoo Public Safety, Police Station & Court Entry Renovation**

### **150 E. CROSSTOWN ENTRYWAY IMPROVEMENTS**

**Bid Reference #: 91000-001.0**



# CITY OF KALAMAZOO

## KALAMAZOO PUBLIC SAFETY, POLICE STATION & COURT ENTRY RENOVATION

150 EAST CROSS TOWN PKWY, KALAMAZOO, MI 49001



**WIGHTMAN**

2303 PIPESTONE RD.  
BENTON HARBOR, MI. 49022  
269.927.0100

www.gowightman.com

PROJECT NAME:

**KALAMAZOO  
PUBLIC SAFETY,  
POLICE STATION  
& COURT ENTRY  
RENOVATION**  
150 EAST CROSS TOWN  
PKWY, KALAMAZOO, MI 49001

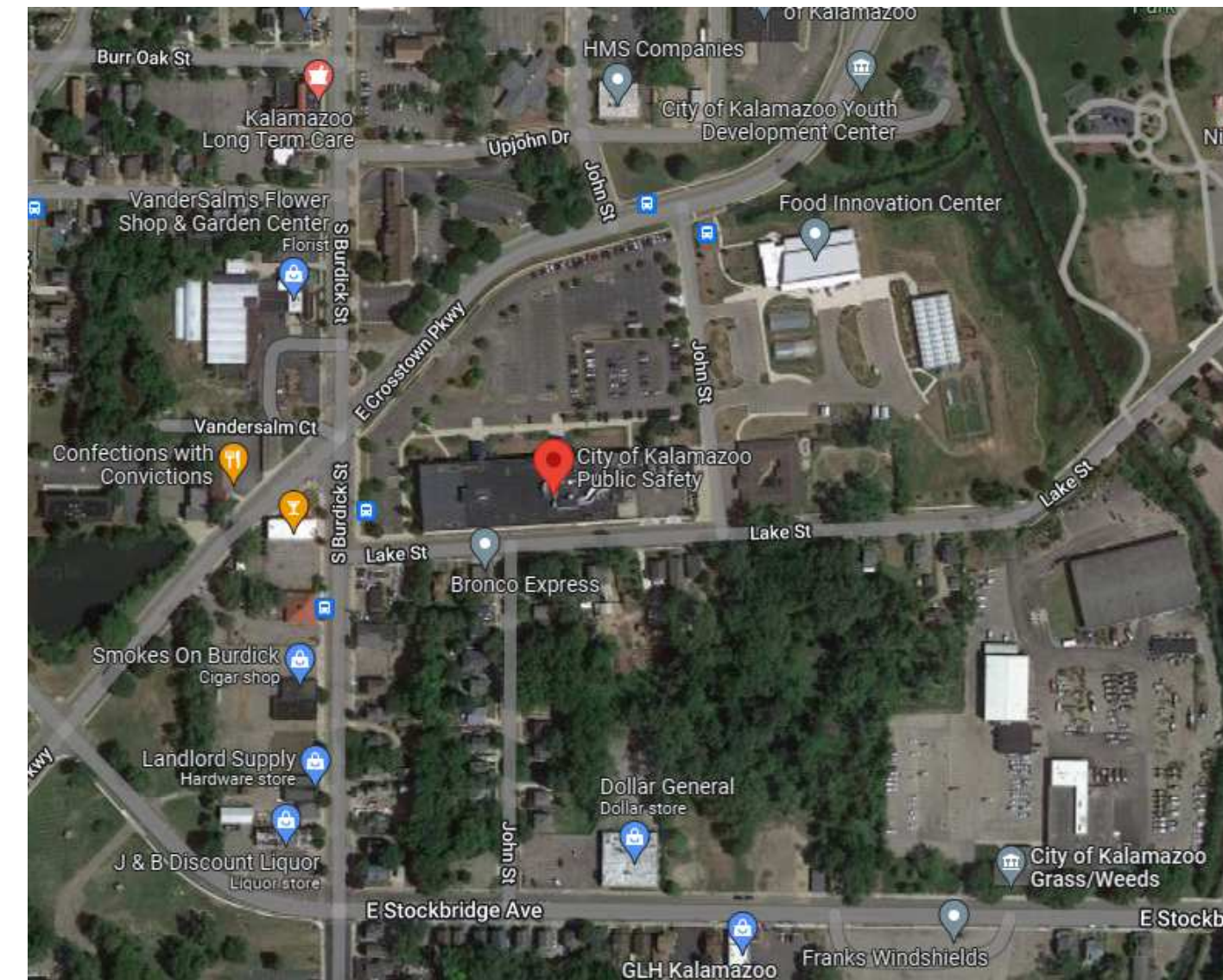
**CITY OF  
KALAMAZOO**  
241 W. SOUTH STREET,  
KALAMAZOO MI, 49007

**ABBEVIATIONS**

A.B.	ANCHOR BOLTS
A.C.T.	ACOUSTICAL COMPOSITE TILE
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
ALT.	ALTERNATE
ALUM.	ALUMINUM
AUX.	AUXILIARY
B.F.C.	BELOW FINISHED CEILING
B.O.	BOTTOM OF
BD.	BOARD
BLDG	BUILDING
BLK'G.	BLOCKING
BM.	BEAM
BTM.	BOTTOM
C.	CONCUIT
C.W.	COLD WATER
CL	CENTER LINE
CLG.	CEILING
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONT.	CONTINUOUS
CONTR.	CONTRACTOR
CPT.	CARPET
CTR.	CENTER
DBL.	DOUBLE
DIA.	DIAMETER
DN	DOWN
DWG.	DRAWING
E.F.	EXHAUST FAN
E.W.	EACH WAY
EL.	ELEVATION
ELEV.	ELEVATION
EQ.	EQUAL
EQUIP.	EQUIPMENT
EX.	EXHAUST
EXIST.	EXISTING
EXT.	EXTERIOR
F.D.	FLOOR DRAIN
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
F.P.H.B.	FREEZE POINT OF HOSE BIBB
FIN. FL.	FINISHED FLOOR
FND.	FOUNDATION
FRP	FIBERGLASS REINFORCED PANEL
FT.	FOOT
FTG.	FOOTING
G.C.	GENERAL CONTRACTOR
GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
GPM.	GALLONS PER MINUTE
GRD.	GROUND
GYP.	GYPSON BOARD
BD.	
H.M.	HOLLOW METAL
H.P.	HORSE POWER, HIGH POINT
H.W.	HOT WATER
HORIZ.	HORIZONTAL
HT.	HEIGHT
INUSL.	INSULATION
J.C.	JANITORS CLOSET
L.P.	LOW POINT
LAM.	LAMINATE
LAV.	LAVATORY
L.G.	LONG
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL

**ABBEVIATIONS**

LOC.	LOCATE
MAS.	MASONRY
MAX.	MAXIMUM
MDP.	MODIFIED PROCTOR
MECH.	MECHANICAL
MFGR.	MANUFACTURERS
MFR.	MANUFACTURERS
MIN.	MINIMUM
MTD.	MOUNTED
MTL.	METAL
N.I.C	NOT IN CONTRACT
NA	NOT APPLICABLE
O.C.	ON CENTER
O.D.	OUTSIDE DIMENSION
O.H.	OVERHANG
O/O	OUT TO OUT
OSB	ORIENTED STRAND BOARD
P.R.	PROXIMITY READER
P.T.	PRESSURE TREATED
PL.	PLATE
PLYWD.	PLYWOOD
PLWD.	PLYWOOD
PRE-FA	PREFABRICATED
B.	
PRE-FIN	PREFINISHED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PTN.	PARTITION
PVC	POLYVINYL CHLORIDE
R.D.	ROOF DRAIN
R.O.	ROUGH OPENING
RECEPT	RECEPTACLE
REINF.	REINFORCING
RM.	ROOM
S.S.	STAINLESS STEEL
S.V.	SHEET VINYL
SQ.	SQUARE
STL.	STEEL
STRUC.	STRUCTURAL
SURF.	SURFACE MOUNTED
MTD.	
T&G	TONGUE AND GROOVE
T.C.	TOP OF CURVE
T.O.F.	TOP OF FOOTING
T.O.S.	TOP OF SLAB
T.O.W.	TOP OF WALKWAY
TYP.	TYPICAL
U.D.	UNIT DIMENSION
U.N.O.	UNLESS NOTED OTHERWISE
V.B.	VAPOR BARRIER
V.T.R.	VENT THRU ROOF
VCT	VINYL COMPOSITE TILE
VEN.	VENEER
VERT.	VERTICAL
VEST.	VESTIBULE
W.	WIDE, WASTE
W.C.	WATER CLOSET
W.C.O.	WALL CLEAN OUT
W.H.	WATER HEATER
W.P.	WATER PROOF
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH
w	WITH
WD.	WOOD



SHEET INDEX	
SHEET NO.	SHEET TITLE
G100	TITLE SHEET
G101	ARCHITECTURAL SPECIFICATIONS
G102	ARCHITECTURAL SPECIFICATIONS
A103	DEMOLITION PLANS, PROPOSED PLANS AND ELEVATIONS

**CONTACT INFORMATION:**

**CLIENT CONTACT:**  
CITY OF KALAMAZOO  
241 W. SOUTH STREET, KALAMAZOO, MI 49007  
PHONE: 269-337-8013  
CONTACT: CHRIS TOMILO  
CELL: 269-720-2311  
EMAIL: TOMILOCC@KALAMAZOOCITY.ORG

**BUILDING OFFICIAL:**  
CITY OF KALAMAZOO  
241 W. SOUTH STREET, KALAMAZOO, MI 49007  
CONTACT: ROGER IVESON  
PHONE: 269-337-8000  
EMAIL: IVESONR@KALAMAZOOCITY.ORG

**ARCHITECT/ENGINEER:**  
WIGHTMAN & ASSOCIATES, INC.  
2303 PIPESTONE RD  
BENTON HARBOR, MI 49022  
CONTACT: EMMANUEL KOLLIAS  
PHONE: (248) 983 - 5885  
EMAIL: EKOLLIAS@GOWIGHTMAN.COM

**STRUCTURAL ENGINEER:**  
NAME: WIGHTMAN & ASSOCIATES, INC.  
2303 PIPESTONE ROAD,  
BENTON HARBOR MI, 49002  
CONTACT: SUZANNAH DENEAU  
PHONE: 269-487-9717  
EMAIL: SDENEAU@GOWIGHTMAN.COM

**PROJECT DESCRIPTION:**  
THIS PROJECT INCLUDES THE REMOVAL OF A PORTION OF THE EXISTING CANOPY FRAMING AT THE COURTS AND THE PUBLIC SAFETY ENTRYWAYS; THIS FRAMING SHALL BE MODIFIED TO ACCEPT NEW FABRIC CANOPY MATERIAL. THIS PROJECT ALSO INCLUDES THE REMOVAL OF A PORTION OF THE EXISTING (4) COLUMNS AND EIFS SURROUND AT BOTH LOCATIONS. THE PORTION OF THE EXISTING COLUMNS THAT ARE TO REMAIN SHALL RECIEVE A NEW PRECAST CONCRETE CAP. ALL OF THE EIFS AT THE ENTRY AND THE EXISTING COLUMN SURROUNDS WILL RECIEVE A FRESH COAT OF PAINT. THE NEW CANOPY FACES WILL HAVE THE COUNTY LOGO AND TEXT AS SIGNAGE.

2 OWNER REVIEW 03/09/2023  
1 OWNER REVIEW 12/09/2022  
PRELIMINARY - NOT FOR CONSTRUCTION

**REVISIONS**  
© 2023 Wightman & Associates, Inc. All Rights Reserved. This drawing is the property of Wightman & Associates, Inc. and is not to be reproduced, copied or otherwise used without written consent of Wightman & Associates, Inc.  
DATE: 03/09/2023  
SCALE: 1/4" = 1'-0"

TITLE SHEET

JOB No. 224192  
**G100**

CLEAN AND PAINT EXISTING EIFS TO MATCH COLOR OF EXISTING EIFS/STONE. COLOR SHALL BE APPROVED BY ARCHITECT AND OWNER (TYP. ALL EIFS AT ENTRY)

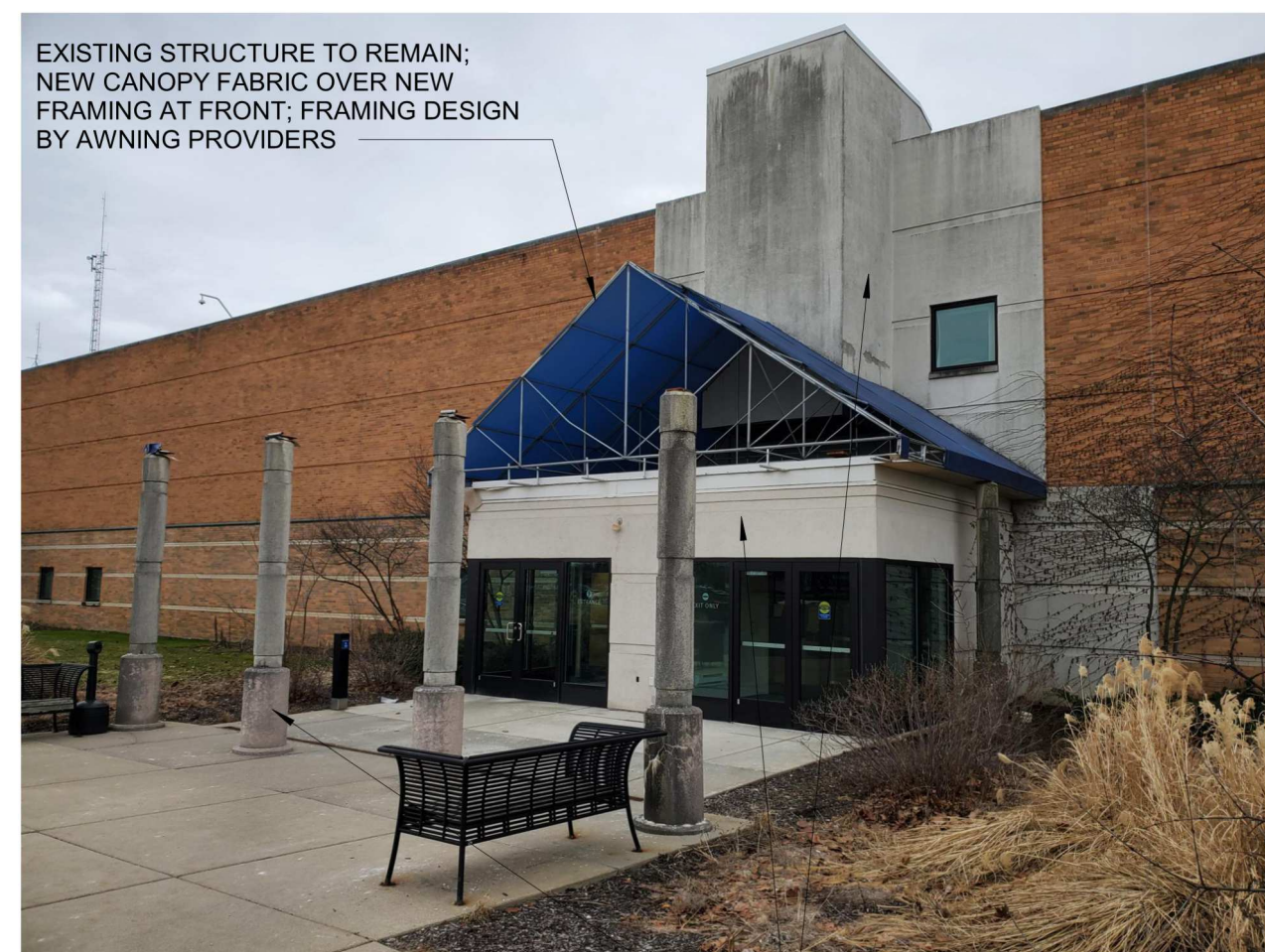


**IMAGE 1**  
COURT ENTRY

PORTION OF STEEL COLUMN AND EIFS SURROUND SHALL REMAIN; ADD PRECAST STONE CAP; VERIFY EXACT SIZE IN FIELD (TYPICAL ALL COLUMNS AT COURT AND PUBLIC SAFETY ENTRY)

CLEAN AND PAINT EXISTING EIFS; PAINT TO MATCH COLOR OF EXISTING EIFS/STONE; COLOR SHALL BE APPROVED BY ARCHITECT AND OWNER (TYP. ALL EIFS AT ENTRY)

EXISTING STRUCTURE TO REMAIN; NEW CANOPY FABRIC OVER NEW FRAMING AT FRONT; FRAMING DESIGN BY AWNING PROVIDERS



**IMAGE 2**  
COURT ENTRY

CLEAN AND PAINT EXISTING EIFS; PAINT TO MATCH COLOR OF EXISTING EIFS/STONE. COLOR SHALL BE APPROVED BY ARCHITECT AND OWNER (TYP. ALL EIFS AT ENTRY)



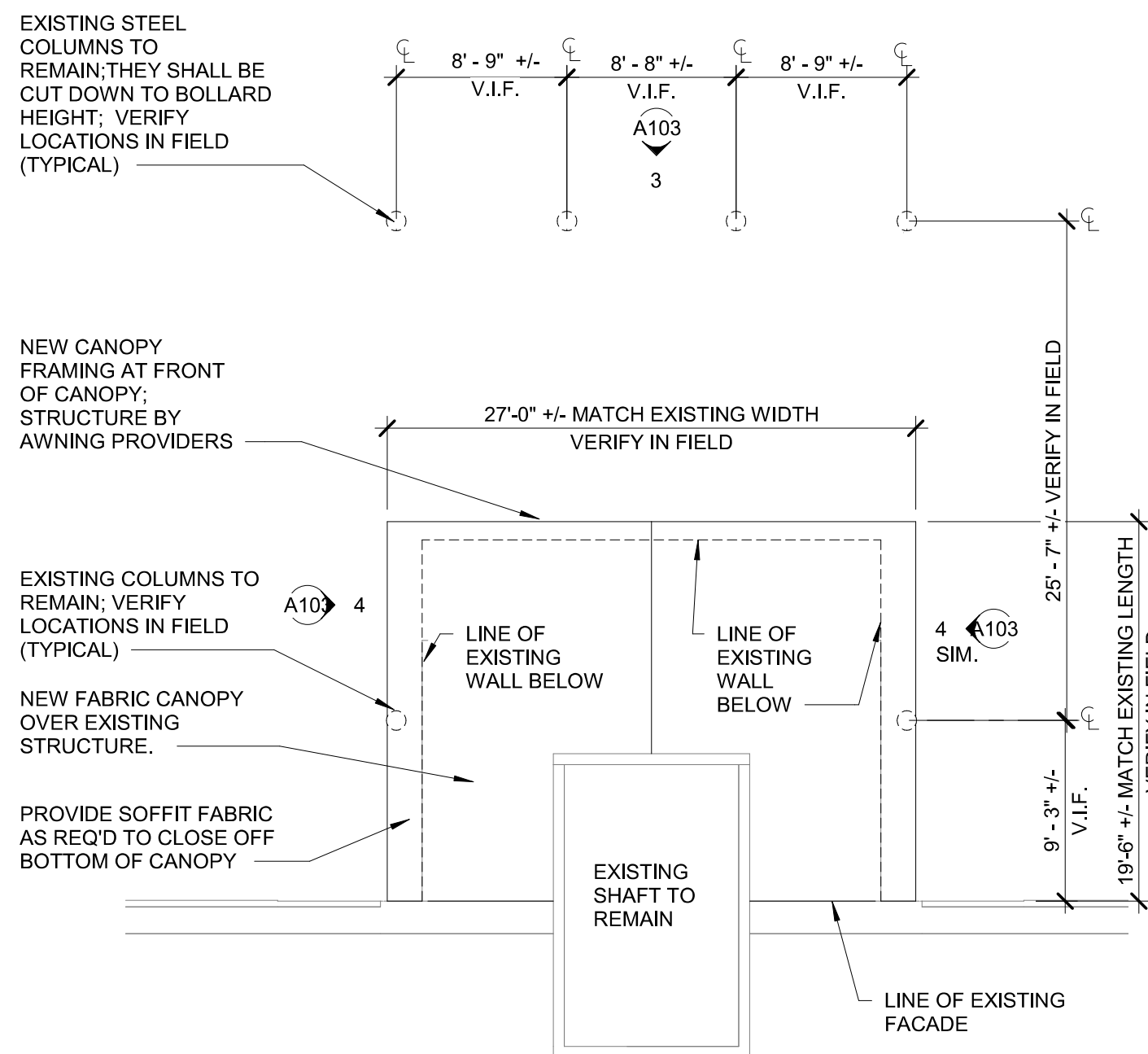
**IMAGE 3**  
PUBLIC SAFETY ENTRY

EXISTING STRUCTURE TO REMAIN; NEW PVC CANOPY FABRIC OVER NEW FRAMING AT FRONT; FRAMING DESIGN BY AWNING PROVIDERS

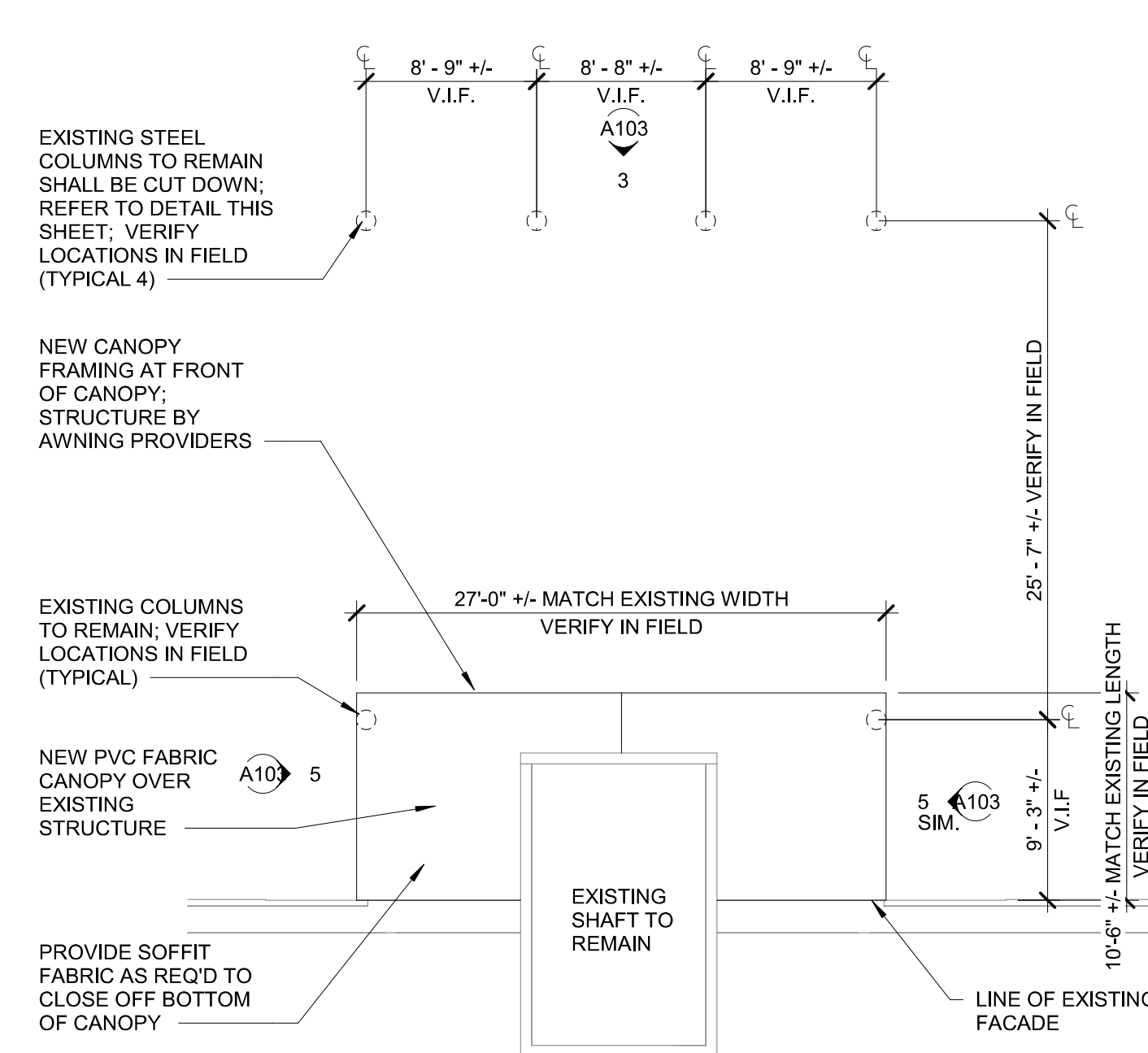
CLEAN AND PAINT EXISTING EIFS; PAINT TO MATCH COLOR OF EXISTING EIFS/STONE; COLOR SHALL BE APPROVED BY ARCHITECT AND OWNER (TYP. ALL EIFS AT ENTRY)

**GENERAL NOTES:**

- ALL WORK SHALL CONFORM TO ALL LOCAL AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- ARCHITECTURAL WORK SHALL BE IN ACCORDANCE WITH THE MICHIGAN BUILDING CODE.
- ALL WORK SHALL CONFORM TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE & THE AMERICANS W/ DISABILITIES ACT.
- IF ANY ERRORS, OMISSIONS, OR DISCREPANCIES BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL CALL "MISS DIG" AT 811 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION, IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- ELECTRICAL WORK SHALL BE PERFORMED BY STATE OF MICHIGAN LICENSED ELECTRICIANS ACCORDING TO THE NATIONAL ELECTRICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING ELECTRICAL SYSTEM.
- ALL PLUMBING WORK SHALL BE PERFORMED BY STATE OF MICHIGAN LICENSED PLUMBERS ACCORDING TO THE MICHIGAN PLUMBING CODE AS MODIFIED BY THE LOCAL HEALTH DEPARTMENT. FURNISH AND INSTALL ALL MATERIALS & LABOR TO PROVIDE A FULL WORKING PLUMBING SYSTEM.
- HEATING AND AIR CONDITIONING SHALL BE ACCORDING TO THE MICHIGAN MECHANICAL CODE AND THE MICHIGAN ENERGY CODE.
- SOIL BEARING CAPACITY IS ASSUMED TO BE 2000 PSI WHERE UNDISTURBED. NOTIFY THE ARCHITECT IF LESSER CONDITIONS ARE ENCOUNTERED.
- DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD
- FOOTING CONCRETE SHALL BE POURED TO THE DEPTH REQUIRED TO BEAR ON UNDISTURBED SOIL OR ON GRANULAR FILL COMPACTED TO 98% MODIFIED PROCTOR DENSITY.
- CONCRETE TESTING - CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING ENGINEER TO VERIFY THE SLUMP, AIR ENTRAINMENT & PROVIDE (3) CYLINDER SAMPLES FOR EACH DAYS POUR, OR EACH 50 C.Y. OF CONCRETE WHICHEVER OCCURS MOST OFTEN.
- THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL NOT ORDER EQUIPMENT OR FABRICATE BUILDING COMPONENTS WITHOUT FIRST FIELD VERIFYING ALL DIMENSIONS.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE EXISTING FIELD CONDITIONS AND NOTIFY THE ARCHITECT OF DISCREPANCIES BETWEEN THE EXISTING BUILT ENVIRONMENT AND THE PLANS.
- THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN A MANNER TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- NOTIFY "MISS DIG" (811) AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION FOR THE LOCATION OF ANY UNDERGROUND UTILITIES. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.
- REMOVE ALL UNSUITABLE MATERIAL WITHIN THE CONSTRUCTION AREA OF THE BUILDING FOUNDATION AND CONCRETE SLAB.
- ENGINEERED FILL IF REQUIRED TO CORRECT SUBGRADE DEFICIENCIES, SHALL CONSIST OF APPROVED FILL MATERIAL, SUCH AS CLEAN GRADED GRANULAR FILL PLACED IN 9 INCH MAXIMUM DEPTH LIFTS AND COMPACTED BY SUITABLE VIBRATORY EQUIPMENT. THE FILL IS TO BE COMPACTED SUCH THAT THE DRY DENSITY OF THE FILL IS EQUAL TO 98 PERCENT OF ITS MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557).
- LOGO ON CANOPY FABRIC SHALL BE A DIGITAL GRAPHIC APPLICATION.

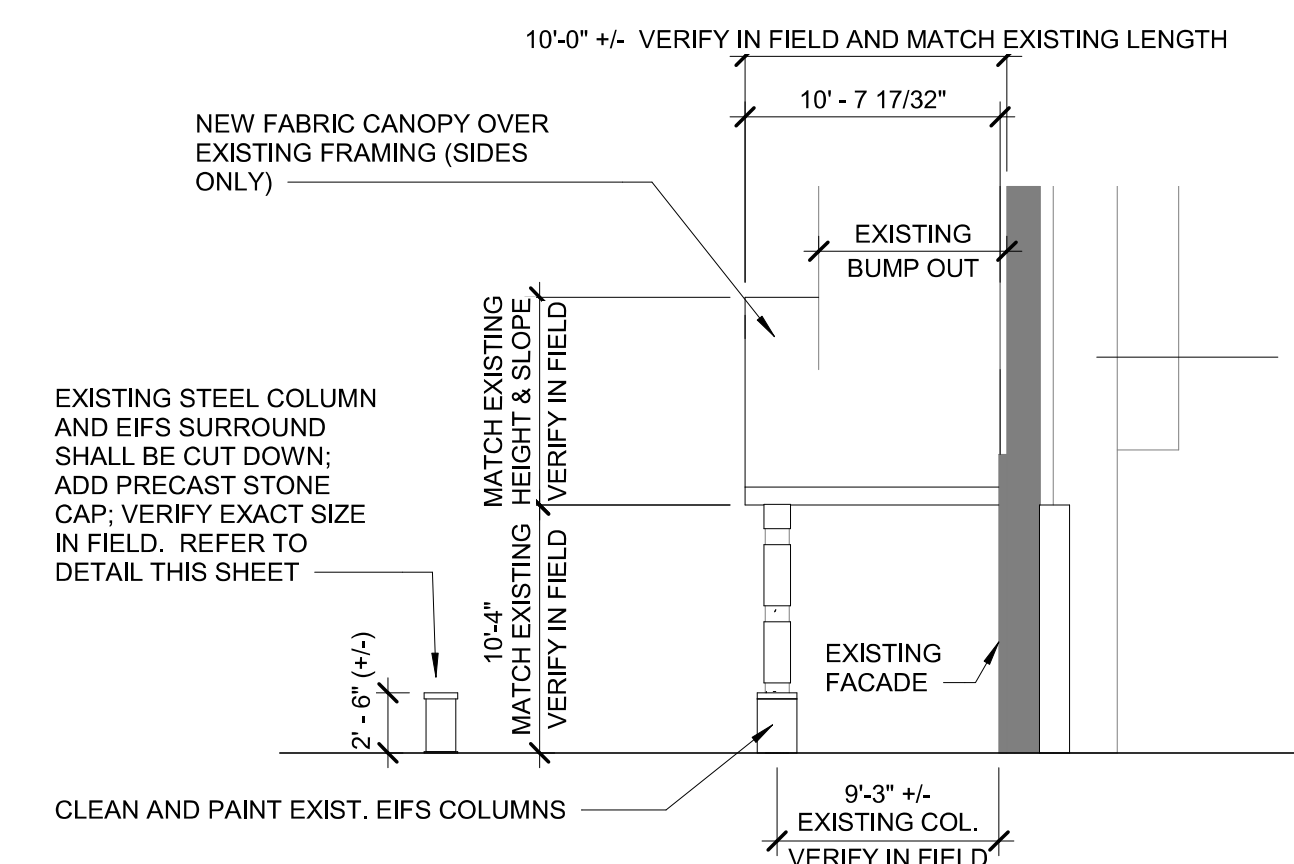


**COURT ENTRY**

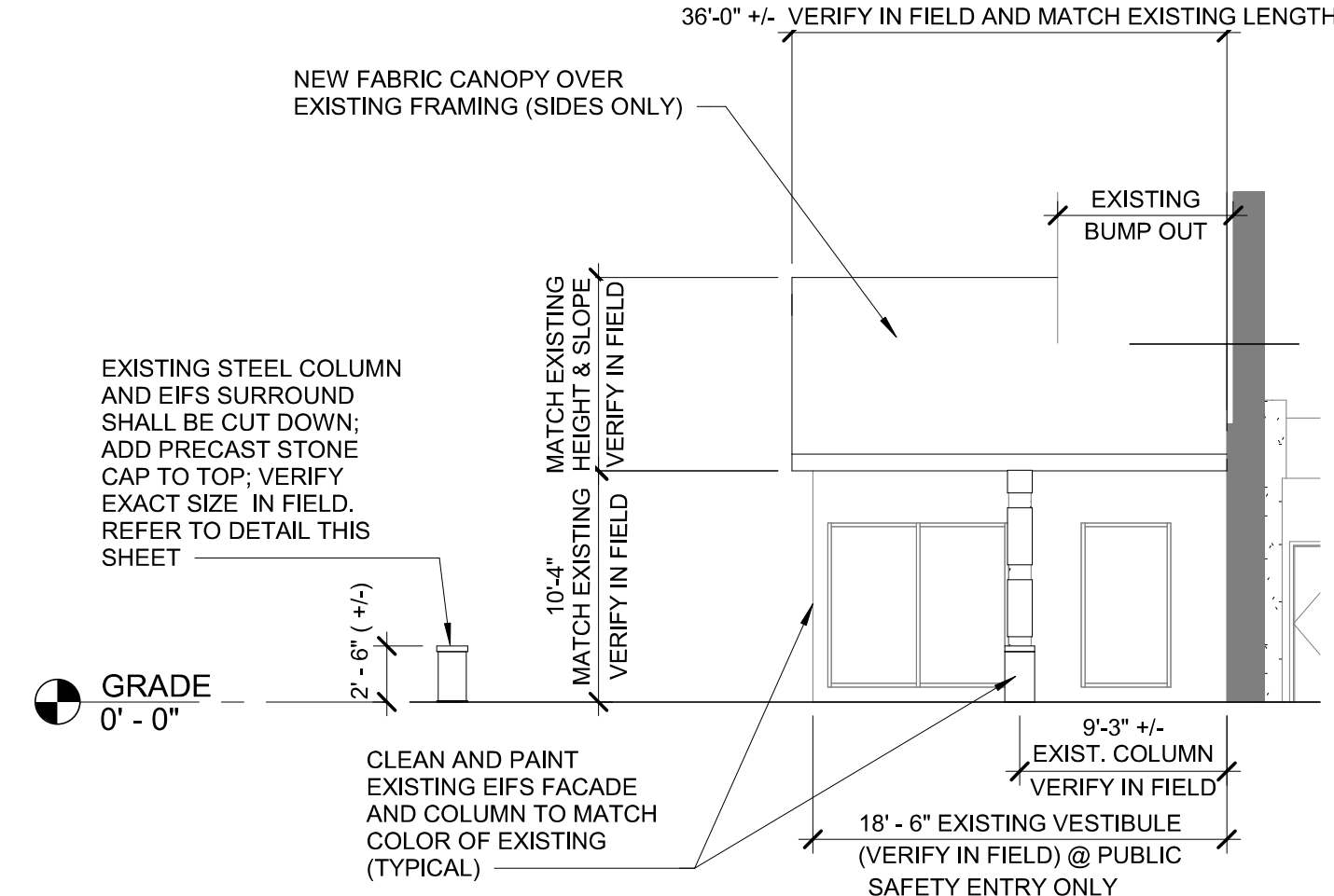


**PUBLIC SAFETY ENTRY**

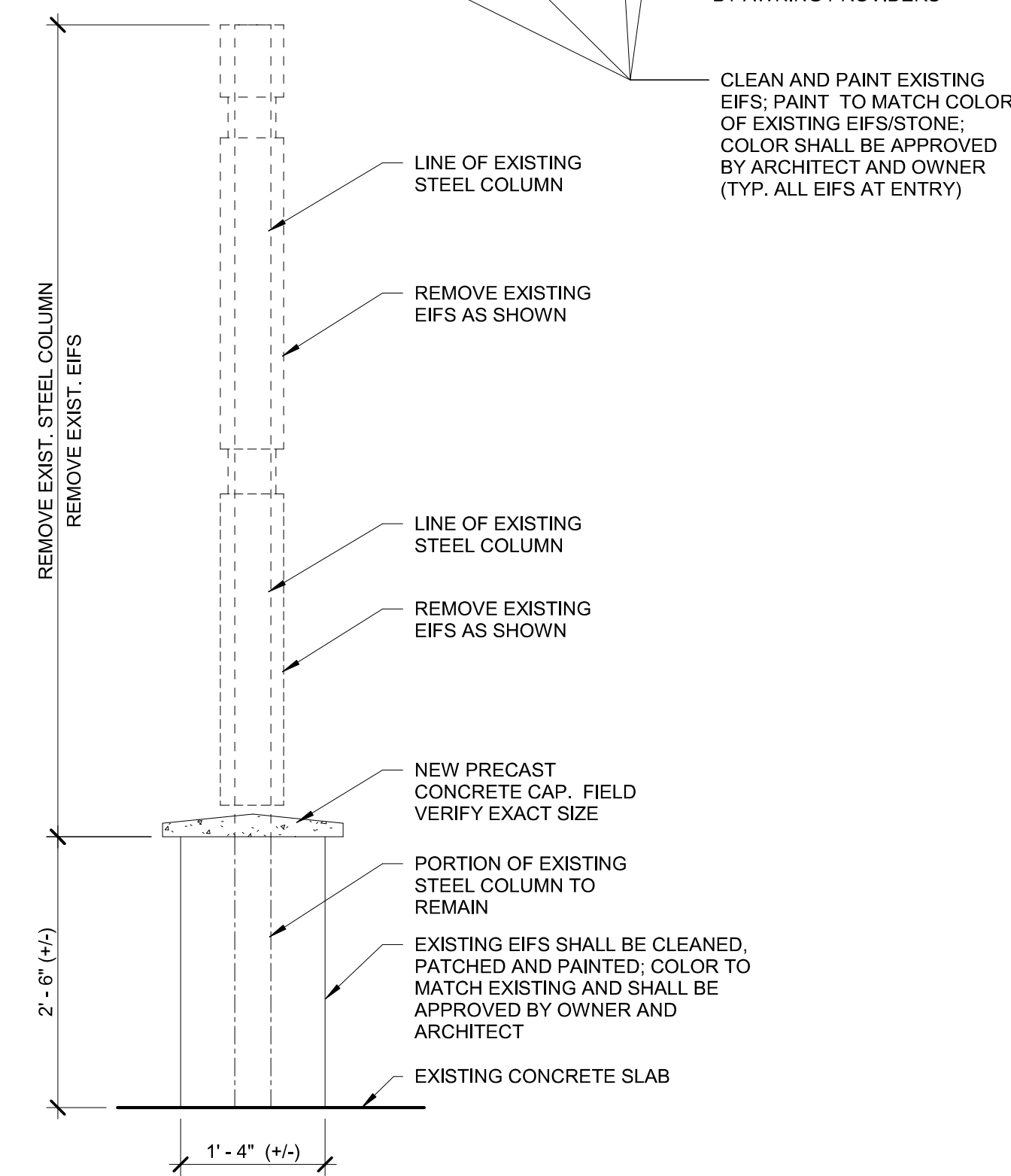
**POLICE AND PUBLIC SAFETY CANOPY ROOF PLANS**  
SCALE: 1/8" = 1'-0"



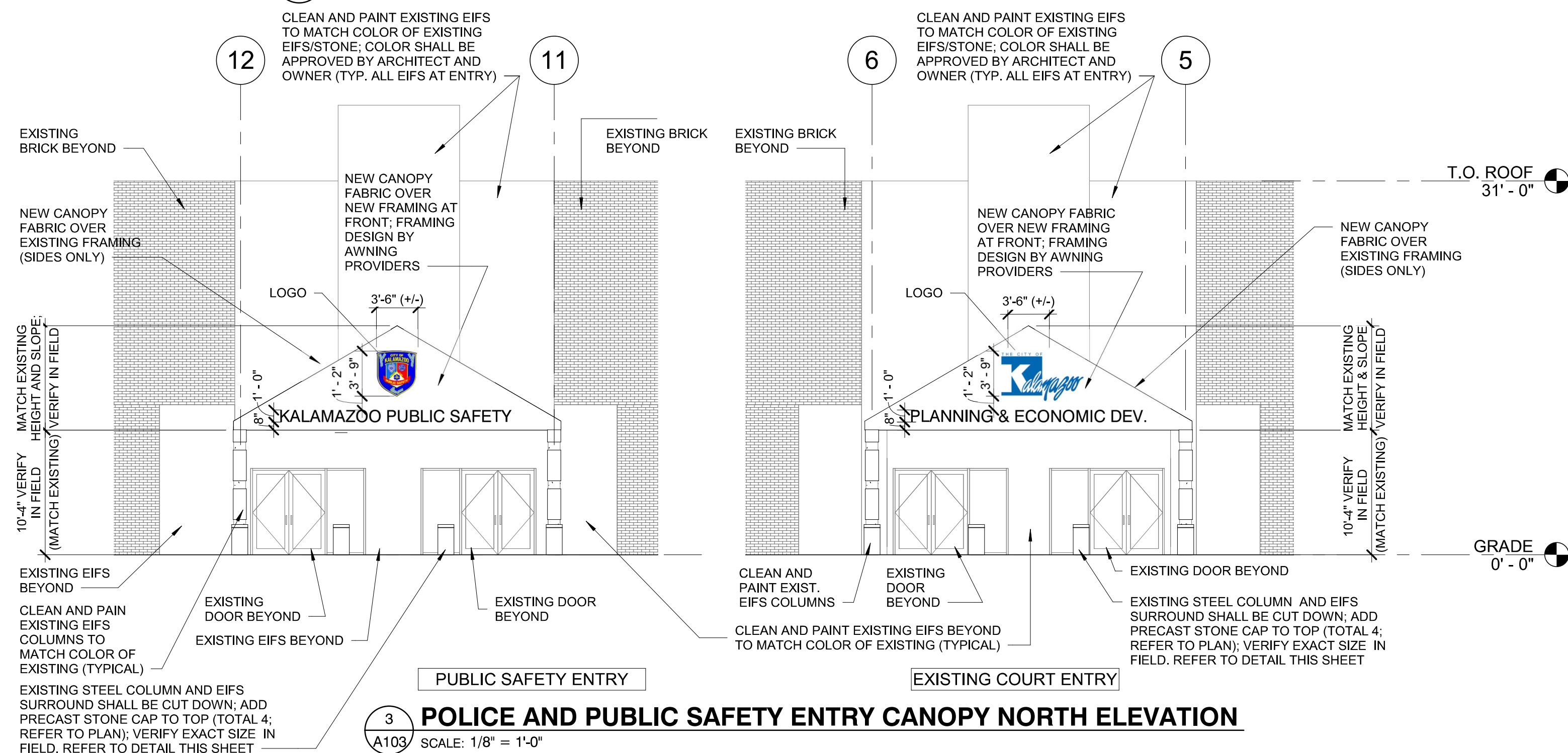
**5 PUBLIC SAFETY CANOPY WEST ELEVATION**  
A103 SCALE: 1/8" = 1'-0"



**4 COURT CANOPY WEST ELEVATION**  
A103 SCALE: 1/8" = 1'-0"



**2 COLUMN DETAIL**  
A103 SCALE: 3/4" = 1'-0"



**3 POLICE AND PUBLIC SAFETY ENTRY CANOPY NORTH ELEVATION**  
A103 SCALE: 1/8" = 1'-0"

2 OWNER REVIEW 03/09/2023  
1 OWNER REVIEW 12/09/2022  
PRELIMINARY - NOT FOR CONSTRUCTION  
**REVISIONS**  
DATE: 03/09/2023  
SCALE: As indicated

DEMOLITION PLANS,  
PROPOSED PLANS  
AND ELEVATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
- Section includes a entrance canopy system as shown on Drawings and specified in this Section.
  - Architect's drawings indicate design intent with respect to sizes, shapes, and configurations of the entrance canopy. Provide all components and accessories required for complete tensioned fabric canopy system, whether or not specifically shown or specified.
  - The entrance canopy structure will assume bolted/pinned connections for field assembly. No field welding will be permitted.
- B. The entrance canopy structure Contractor shall be responsible for the structural design, detailing, fabrication, supply, and installation of the Work specified herein. The intent of this specification is to establish in the first instance an undivided, single-source responsibility of the Subcontractor for all of the foregoing functions.
- C. All element sizes, material strengths, forces and quantities shown on the contract documents are to be taken as a developed concept. Final structural analysis and design are the responsibility of the subcontractor. The subcontractor is responsible at the time of bid to determine any additional costs related to their design and member sizing for the fabric roof.
- D. Contractor's Work shall include the structural design, supply, fabrication, shipment, and erection of the following items:
- The architectural membrane as indicated on the drawings and in these specifications.
  - Cables and fittings.
  - Perimeter, catenary, and sectionalized aluminum clamping system.
  - Structural steel, including masts, trusses, struts, and beams as indicated on the drawings.
  - Fasteners and gasketing.
- E. Related Requirements:
- Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. Definitions:
- Entrance Canopy Structure: Frame supported membrane-covered fabric structure; incorporating a fabric with low elongation characteristics under tension and capable of an anticlastic configuration. Fabric structures in which fabric is applied as flat or mono-axially curved configurations are not acceptable.
- B. Reference Standards: Except as otherwise shown or noted, all work shall comply with the requirements of the following codes and standards:
- American Institute of Steel Construction (AISC).
    - Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings.
    - Code of Standard Practice for Steel Buildings and Bridges.
    - Specification for Structural Steel Buildings – Allowable Stress Design and Plastic Design.
    - Specification for Allowable Stress Design of Single-angle Members.
    - Seismic Provisions for Structural Steel Buildings.
  - American Society of Testing and Materials (ASTM).
    - ASTM D4851-88: Standard Test Methods for Coated and Laminated Fabrics for Architectural Use.
    - ASTM E84: Standard Test Method for Surface Burning Characteristics of Building Materials.
    - ASTM E108: Standard Test Methods for Fire Test and Roof Coverings.
    - ASTM E136: Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.
    - ASTM C423: Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
    - ASTM E424: Standard Test Method for Solar Energy Transmittance and Reflectance of Sheet Materials.
  - American Welding Society (AWS).
    - AWS D1.1: Structural Welding Code.
    - AWS 2.4: Symbols for Welding and Nondestructive Testing.
  - Aluminum Association
    - Specifications for Aluminum Structures.
  - National Fire Protection Association (NFPA).
    - NFPA 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
  - Steel Structures Painting Council (SSPC).
    - Steel Structures Painting Manual, Volumes 1 and 2.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- Include styles, material descriptions, construction details, fabrication details, dimensions of individual components and profiles, hardware, fittings, mounting accessories, features, and finishes for tensioned fabric structures.
  - Include rated capacities, light transmissions, and operating characteristics of furnished specialties and accessories.
- B. Design Drawings:
- Include plans, elevations, sections, mounting heights, and frame assembly details.
  - Preliminary member sizes with wall thickness TBD.
  - Show intended fabric attachment hardware and details.
  - Identify direction, details and locations of fabric seams.
  - Show details of fabric membrane dimensions including length of spans, sag in curvature and actual shaded area.
- C. Engineered Drawings (submit after Design Drawings have been approved):
- Calculations with Wet Stamp seal of a Professional Engineer with a license in the same state as the project location.
  - Engineering Drawings with Wet Stamp seal of a Professional Engineer with a license in the same state as the project location.
  - Include plans, elevations, sections, mounting heights, and frame assembly details.
  - Provide frame member sizes and required wall thicknesses.
  - Identify all welding requirements.
  - Detail all bolted and/or pin connections for frame assembly.
  - Identify required sizes of bolts, pins, plates and tubing.
  - Verify the fabric meets minimum engineering requirements.
  - Detail fabric attachment methods and identify thickness of all membrane plates, clamps and other attachment components.
  - Submit anchor-bolt plans before foundation work begins. Include location, diameter, and projection of anchor bolts required to attach the tensioned fabric structures to foundation. Indicate column reactions at each location.
- D. Samples for Initial Selection: Electronic file of available frame finish colors.
- E. Samples for Verification: For the following:
- Fabric: Qty (3) 8 1/2" x 11" samples of fabric as selected by the architect.
  - Frame Finish: Qty (3) Sample chips, not less than 2" x 3" in size.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, Subcontractor, and professional engineer.
- B. Welding certificates.
- C. Sample Warranty: For fabric warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tensioned fabric structures to include in operation and maintenance manuals.
- Include the following:
    - Methods for maintaining tensioned fabric structure fabrics and finishes.
    - Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.

1.6 QUALITY ASSURANCE

- A. Contractor Qualifications: Shop that employs skilled workers who custom-fabricate tensioned fabric structures similar to those required for this Project and whose products have a record of successful in-service performance.
- Contractor must be an active member of Industrial Fabric Association International (IFA) and Fabric Structures Association (FSA).
  - Contractor's responsibilities include fabricating and installing entrance canopy structures and providing professional engineering services needed to assume engineering responsibility.
  - Contractor's engineering services must utilize Finite Element Analysis software that performs fabric form finding and takes into account fabric material properties and prestress characteristics.
  - Contractor must have proven record of at least (10) successful projects of similar size and similar specified fabric material.
  - Contractor must have been in continuous operation as a professional tensioned fabric structure manufacturer for minimum of (15) years prior to contract.
  - Contractor must be an American owned company.
  - Contractor must have an in-house Made-in-America manufacturing facility for both frame and fabric membrane components.
  - Contractor must be a Michigan approved certified welder.
  - Contractor must have in-house installers with 10-hour OSHA training certificates.
- B. Installer Qualifications: Fabricator of products.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
- AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of tensioned fabric structure in exterior locations to be performed according to Subcontractors' written instructions and warranty requirements.
- B. Field Measurements: Where entrance canopy structure installation is indicated to fit to other work, verify dimensions of other work by field measurements before fabricating and indicate measurements on Shop Drawings. Allow clearances for fenestration operation throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- 1.8 WARRANTY
- A. Special Warranty: Manufacturer and Subcontractor agree to repair or replace components of tensioned fabric structures that fail in materials or workmanship within specified warranty period of one year from the date of Substantial Completion.
- Failures include, but are not limited to, the following:
    - Structural failures including framework.
    - Deterioration of fabric including seam failure.
    - Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - Warranty Period, Fabric: Reference the manufacturer's limited warranty for the specified fabric manufacturer and product.
  - Warranty Period, Cables, Securement Devices and Accessories: One year from date of Substantial Completion

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design: Subject to compliance with requirements, provide the tensioned fabric structures designed, engineered, fabricated and installed by the following:
- Acceptable Manufacturer: Eide Industries, Inc. located at: 16215 Pluma Avenue, Cerritos, CA 90703; Toll Free Tel: 800-422-6827; Tel: 562-402-8335; Fax: 562-924-2233; Email: HYPERLINK "mailto:ajuares@eideindustries.com"ajuares@eideindustries.com; Web: HYPERLINK "http://www.eideindustries.com/www.eideindustries.com" or HYPERLINK "http://www.tensionstructures.com/www.tensionstructures.com"
  - Or approved equal. Contractor must meet all minimum requirements as outlined in item 1.6 QUALITY ASSURANCE of this section and show written proof for each item listed to become an approved equal.
  - Applicant for approve equal must submit engineering analysis along with pricing. Analysis must include:
    - Finite Element Analysis under various load cases
    - Fabric form finding of membrane
    - Adequate membrane gradient under load displacement to allow water runoff
    - Frame member sizing
    - Footing reaction loads
- B. Source Limitations: Obtain tensioned fabric structures from single source from single Contractor.

2.2 DESCRIPTION

- A. General: Provide an entrance canopy structure system that complies with requirements specified herein by testing the Contractor's corresponding membrane system in accordance with the indicated test methods.
- B. Regulatory Requirements: Provide entrance canopy system complying with requirements and limitations of authorities having jurisdiction that are within Contractor's control.
- Building Code Criteria: The entrance canopy structure shall comply with the International Building Code, latest edition.
  - Comply with local building codes and respective loading criteria for Snow Loads, Live Loads, Dead Loads, Wind Speed, and Seismic Loads.
  - Life Safety: Entrance Canopy structure shall be detailed so that no life safety issue is created in the event of a loss of a part of the membrane. The tensioned fabric structure shall not rely on the membrane for structural stability.

2.3 PERFORMANCE / DESIGN CRITERIA

- A. Delegated Design: Engage a qualified professional engineer to design tensioned fabric canopy system. Delegated design engineering requirements include, but are not limited to, the following:
- Prepare structural design drawings defining the precise interface geometry determination, reaction loads imposed on structural steel framing, anchoring loads, connection details, interfaces, and seam layouts.
  - Structural calculations for the tensioned fabric canopy system shall include:
    - Large deflection numerical shape generation that will insure a stable, uniformly stressed, three dimensionally curved shape that is in static equilibrium with the internal prestress forces and is suitable to resist all applied loads.
    - Large deflection finite element method structural analysis of the membrane system under all applicable wind and seismic loads.
    - Connection design including bolt, weld and ancillary member sizing
    - Biaxial fabric test specification, interpretation and fabric compensation determination.
    - Accurate generation of the two-dimensional compensated fabric templates required to generate the three-dimensional equilibrium shape.
- B. In engineering entrance canopy system fittings and accessories to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
- Steel: 72 percent of minimum yield strength.
  - Stainless Steel: 60 percent of minimum yield strength.
  - Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
- C. Structural Performance: Tensioned fabric canopy system shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:
- Wind Loads: To be determined by Contractor's Engineer of Record.
  - Live Loads: To be determined by Contractor's Engineer of Record.
  - Snow Loads: To be determined by Contractor's Engineer of Record.
  - Seismic Loads: To be determined by Contractor's Engineer of Record.
- D. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
- Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
  - Copper Alloys: 60 percent of minimum yield strength.
  - Stainless Steel: 60 percent of minimum yield strength.
  - Steel: 72 percent of minimum yield strength.

- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
- Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- F. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.4 CANOPY FABRIC MATERIALS

- A. Product: Subject to compliance with requirements, provide fabric as called out and specified by the Architect in the bid drawings.
- B. Fire-Test-Response Characteristics: Provide canopy fabric with the fire-test-response characteristics indicated, as determined by testing identical products according to test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
- Flame-Resistance Ratings: Passes NFPA 701.
  - Noncombustible: Passes ASTM E-136 and E-108
  - Flame Spread: ASTM E-84 Class A
- C. PTFE Fabric manufacturer: The following is a list of approved PTFE fabric manufacturers for Entrance Canopy structures. Reference architectural drawings for fabric call out.
- Saint Gobain (Sheerfill product line)
  - Verseldag (Duraskin product line)
  - Chukoh (Skytop product line)
  - Taconic (Solus product line)
- E. Fabric properties:
- Fabric thickness and tensile strength: Must meet engineering requirements with a safety factor of five.
  - Color: Blue (Manufacturer Standard) Approved by Architect.
  - Porosity: Waterproof

2.5 CANOPY FRAME, CABLES, FITTINGS AND ACCESSORIES

- A. General: Provide accessories as standard with Entrance canopy system Subcontractor and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by Subcontractor's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
- B. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- C. Frame material shall be constructed of cold rolled carbon steel unless otherwise specified by the architect in the bid drawings.
- D. Steel and Iron:
- Tubing: ASTM A 500 (cold formed) or ASTM A 513.
  - Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
  - Plates, Shapes, and Bars: ASTM A 36 or ASTM A 572 per engineering requirements.
- G. Cables and Fittings shall be constructed of galvanized steel unless otherwise specified by the architect in the bid drawings:
- All cables in contact with PTFE fabric shall be PVC coated.
  - Any cable in contact with HDPE fabric shall never have PVC coating.
  - Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers:
    - John A. Batchelor Co Inc.
    - Jack Rueben and Sons
    - McMaster-Carr
    - Frontier Technologies
    - The Crosby Group
    - Ronstan International Inc.
- H. Accessories.
- Base Plates and Anchor Bolts.
    - Base plates supported on concrete shall be furnished and set on shims, leveling plates or leveling nuts. Grouting shall be by the General Contractor.
    - Anchor bolt locations shall be furnished by the Subcontractor and used by the General Contractor to set the bolts. The General Contractor is to carefully check the setting of the bolts to their proper position prior to placing of concrete. Anchor bolts, provided by the General Contractor, shall have two (2) nuts and washers. Damaged threads shall be repaired or be cut to permit full tightening of nuts.
    - Anchor bolts will have adequate thread length above concrete for the leveling nut, the base plate, the top nut, the washers and at least two full threads exposed on top. Any concrete that impedes the required thread length will be chipped away by the General Contractor prior to the installation of the frame.
  - Metal Battens for Securing Canopy Fabric to Structural Steel Frame: Extruded aluminum.

2.6 CANOPY FRAME FINISH

- A. Frame Finish shall match existing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine structural steel framing and other substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

- A. Proceed with installation of tensioned fabric structure only when existing and forecasted weather conditions will permit work to be performed in accordance with Contractor's recommendations.
- B. Erect frame and fabric in accordance with the procedures of the approved Subcontractor.
- C. Adequate prestress shall be applied to eliminate fabric wrinkles and excess cable sag. Membranes with extreme twist and/or shallow catenary curves may be more prone to wrinkles. The wrinkles should be minimized with adjustments and should not be a distraction when looking at the project as a whole.

3.3 FIELD QUALITY CONTROL

- A. Contractor's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to one visit to Project during other-than-normal occupancy hours for this purpose.

3.5 CLOSEOUT ACTIVITIES

- A. Demonstration: Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust cable and fabric tension and to clean and maintain canopy fabric.



**WIGHTMAN**

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BENTON HARBOR, MI 49022  
269.927.0100

www.gowightman.com

PROJECT NAME:

**KALAMAZOO  
PUBLIC SAFETY,  
POLICE STATION  
& COURT ENTRY  
RENOVATION**  
150 EAST CROSS TOWN  
PKWY, KALAMAZOO, MI 49001

**CITY OF  
KALAMAZOO**  
241 W. SOUTH STREET,  
KALAMAZOO MI, 49007

2 OWNER REVIEW 03/09/2023  
1 OWNER REVIEW 12/09/2022  
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**REVISIONS**

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DATE: 03/09/2023  
SCALE:

**ARCHITECTURAL  
SPECIFICATIONS**

JOB No: 224192

**G101**

SECTION 09 90 00  
INTERIOR, EXTERIOR AND HIGH PERFORMANCE PAINTS AND COATINGS

PART 1 GENERAL  
1.1 SECTION INCLUDES  
A. Exterior paint and coating systems including surface preparation.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 04 20 00 - Unit Masonry: Concrete Masonry Units (CMU) and brick.
- D. Section 05 50 00 - Metal Fabrications.

1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
  - 1. SSPC-SP 1 - Solvent Cleaning.
  - 2. SSPC-SP 2 - Hand Tool Cleaning.
  - 3. SSPC-SP 3 - Power Tool Cleaning.
  - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
  - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
  - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
  - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
  - 8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
  - 9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
  - 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: For each paint system indicated, including:
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- E. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used. "

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:
  - 1. Product name, and type (description).
  - 2. Application and use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental handling.
  - 6. Batch date.
  - 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave., Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-526-1989; Email: request\_infospecifications@sherwin.com; Web: www.swspecs.com.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements. Contractor shall provide manufacturer documentation proving equal product.

2.2 APPLICATIONS/SCOPE

- A. Exterior Paint and Coating Systems:
  - 1. EFIS

2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
  - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Match existing stone and EIFS of existing building, contractor shall provide samples for approval.

2.4 EXTERIOR PAINT AND COATING SYSTEMS

- A. EFIS
  - 1. Latex Systems:
    - a. Flat Finish:
      - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
      - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
      - 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
  - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
  - 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
  - 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
  - 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.

- B. Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments such as Loxon.

3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION



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PROJECT NAME:

**KALAMAZOO  
PUBLIC SAFETY,  
POLICE STATION  
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RENOVATION**  
150 EAST CROSS TOWN  
PKWY, KALAMAZOO, MI 49001

**CITY OF  
KALAMAZOO**  
241 W. SOUTH STREET,  
KALAMAZOO MI, 49007

2 OWNER REVIEW 03/09/2023  
1 OWNER REVIEW 12/09/2022  
PRELIMINARY - NOT FOR  
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