



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo.org
purchasing@kalamazoo.org

NON-MANDATORY PRE-BID MEETING
Wednesday, June 14, 2023 at 10:00 a.m. (ET)
Kalamazoo Water Reclamation Plant -1415 Harrison Street, Kalamazoo, MI 49007
Conference Room A

INVITATION FOR BIDS (IFB)

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

Project Name: Station No. 5 Structural Repairs

Bid Reference #: 91051-011.0

IFB ISSUE DATE: June 5, 2023

BID DUE/OPENING DATE: July 11, 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: **James Baker, PE,**
Public Services Director at
(269) 337-8768 or bakerj@kalamazoo.org

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**

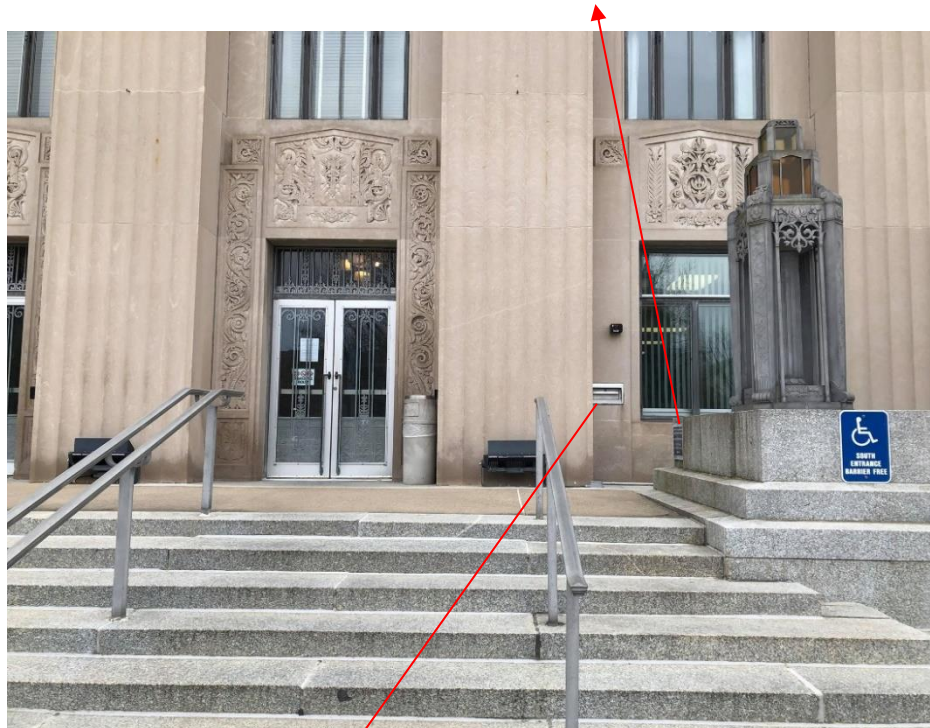
1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION 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.

STATION NO. 5 STRUCTURAL REPAIRS

Item	Description	Unit	Plan Qty	Unit Price	Extended Price
1	Mobilization, Max 5%	LS	1		
2	Lead Abatement	LS	1		
3	Vertical Load Support Structural Steel	EA	3		
4	Wall Ties, Grouting (Type N Mortar)	SF	656		
5	Wall Stitching, Grouting (RPS-263 Mortar)	EA	123		
6	Masonry Tuck-Pointing (Type N Mortar)	SF	656		
7	Masonry Tuck-Pointing (Type N Mortar)- Heavy Replacement	SF	40		
TOTAL BID AMOUNT					

PRODUCT SUBSTITUTION

(must conform with procedure outlined in SECTION V, SCOPE OF WORK & SPECIAL CONDITIONS, 10. PRODUCT/SYSTEM SUBSTITUTIONS):

(Substitute Submitted)

(Substitute Submitted)

(Substitute Submitted)

The Contractor or Sub-Contractor performing the Lead Paint Abatement work scope shall be certified as a Lead Abatement Firm with the State of Michigan. Failure to provide Michigan lead abatement certification with your bid will result in a determination of a non-responsive bid.

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 **10** working days after receipt of notification by Contractor of Notice to Proceed, and final completion shall be **June 7, 2024**, unless extended by mutual agreement.

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: _____

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 **Station No.5 Structural Repairs** described in the specifications and bid document.

2. **SCOPE OF WORK**

The scope of work for this project shall consist of removal and abatement of all exterior lead paint and limited areas of interior lead paint from masonry surfaces, grinding the mortar joints to open a gap which will be filled with structural repair stitches, structural repair high early strength fiber reinforced mortar, drilling the mortar joints to install wall ties between brick wythes and placement of Type N mortar and complete tuck-pointing using Type N mortar. Placement of wide flange beam A572 structural steel columns, concrete piers, and double cleat and base plate connection details to existing floating steel beams and concrete piers.

The contract and work shall be carried out in conformance with MDOT Standard Specifications for Construction, AISC Steel Construction Manual, ACI Standards, ASTM Standards, Details of the City of Kalamazoo and Ordinances of the City of Kalamazoo in effect on the date of invitation for bids, unless superseded by a Special Provision contained in this document.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Public Services Department for the City of Kalamazoo.

The Contractor or Sub-Contractor performing the Lead Paint Abatement work scope shall be certified as a Lead Abatement Firm with the State of Michigan. Failure to provide Michigan lead abatement certification with your bid will result in a determination of a non-responsive bid.

The selected Contractor shall have all work completed by June 7, 2024.

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. **UNIT PRICING**

The unit price, including its pro-rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.

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. PROGRESS SCHEDULE

- 6.1 Work shall start within **10** working days after receipt of notification by Contractor of Notice to Proceed, and final completion shall be **June 7, 2024**, unless extended by mutual agreement.
- 6.2 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. Any work done on the items in the original contract past the number of working days stated herein will be subject to liquidated damages regardless of any work that may be added at a later date.
- 6.3 The Contractor will be required to meet with the Public Services representatives to work out a detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.
- 6.4 The named sub-contractor(s) for all items shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.
- 6.5 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, and where specified in the bid document the date the project is to be opened to traffic as well as the final project completion date specified in the bid document. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.
- 6.6 Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.
- 6.7 The starting date and the contract time to the completion date for this project may be adjusted by Public Services without imposing liquidated damages upon the receipt of satisfactory documented evidence that unforeseen delayed delivery of critical materials will prevent the orderly prosecution of the work.

7. LIQUIDATED DAMAGES

Liquidated damages, if applicable, shall be \$100.00 a day regardless of contract size.

8. WORK HOURS

All work shall be done between the hours of 7 am to 7 pm (Monday – Saturday). Work done outside of these times will be at the discretion of the Project Manager.

No work shall be done on Sunday, unless otherwise approved by the Project Manager in writing.

The Contractor shall conduct their work in such a manner that access to Station No.5 is maintained 24 hours a day, 7 days a week throughout the duration of all work scope and during the performance of all work activities.

This includes chemical deliveries into the station via truck.

9. NON-MANDATORY PRE-BID MEETING

All prospective contractors and subcontractors are invited to attend a non-mandatory Pre-Bid Meeting with representatives from the City of Kalamazoo on **Wednesday, June 14, 2023 at 10:00 a.m. local time** at the Kalamazoo Water Reclamation Plant, 1415 Harrison Street, Kalamazoo, MI 49007. (Conference Room A)

10. PRODUCT/SYSTEM SUBSTITUTIONS

Simpson Strong-Tie products are referenced in the attached specifications. Acceptable “Or Equals” such as PROSOCO will be considered, if submitted in accordance with the following procedure.

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.

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Provide name, address and telephone number of manufacturer’s authorized representative.
- 10.5 Submit three copies of all documents for each request for Substitution for consideration.
- 10.6 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.

SECTION VI
GENERAL CONDITIONS

1. PROJECT MANAGER’S STATUS

The City Engineer (Engineer) or his/her duly authorized representative shall be the City’s Project Manager and shall have the duties and responsibilities as provided in the contract.

The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Project Manager has resolved the error or omission.

2. CONSTRUCTION SCHEDULE AND COORDINATION

2.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.

2.2 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.

2.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.

2.4 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.

2.5 The Contractor shall coordinate with other construction projects and contractors adjacent to the location of this project.

3. 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.

4. PROTECTION OF PROPERTY

4.1 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 which are not required to be disturbed by the requirements of the work.

4.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

5. REMOVAL OF RUBBISH

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

6. 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.

7. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

8. MATERIALS INSPECTION AND RESPONSIBILITY

8.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

8.2 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.

8.3 Any materials, equipment, components or completed work which does not comply with contract specifications, ACI Standards, ASTM Standards, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

8.4 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. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the city.

10. SAFETY

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

11. SPECIFICATIONS FOR CONSTRUCTION

The contract and work shall be carried out in conformance with MDOT Standard Specifications for Construction, AISC Steel Construction Manual, ACI Standards, ASTM Standards, Details of the City of Kalamazoo and Ordinances of the City of Kalamazoo in effect on the date of invitation for bids, unless superseded by a Special Provision contained in this document.

12. QUANTITIES

The quantities shown on the Bid and Award pages are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum is given.

13. BASIS FOR PAYMENT

Payment shall be based on the bid unit price for each work item and the approved constructed quantity for that work item. Due to potential differences in conditions between the plans and the field, final as built quantities may be different than contained in the bid document. The City does not guarantee quantities and will pay only for "as built" quantities approved by the Project Manager or his representative. Quantities in excess of those approved shall be at the Contractor's own expense, the City will not be responsible for any excess quantities not approved. Should an item of work have to be redone, such as replacing new walk because the Contractor failed to adequately protect the wet concrete from rain or pedestrian or vehicular damage, such work shall be replaced at the Contractor's expense. Should changes in design result in the Project Manager directing the removal and reinstallation of already completed work prior to final completion and acceptance of the project, such removal and installation shall be paid for based on as-bid unit prices and the quantities removed and installed.

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. PAYMENT TO CONTRACTOR

The Project Manager will be responsible for approving all measured quantities of work. Once measured quantities are approved, the Contractor shall submit a pay invoice to the City of Kalamazoo Attn: Accounts Payable at 241 West South Street, Kalamazoo MI, 49007. The contractor is required to meet with the Project Manager to verify final constructed quantities within 60 days of project completion. In the event of a disagreement the Project Manager's measured quantities shall be considered final.

16. INSPECTION OF WORK

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

17. 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 connection in behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Water Division.

18. 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.

19. **SUPERVISION**

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

20. **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.

21. **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

22. **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.

23. **QUESTIONS**

Bidders shall address questions regarding the specifications to James Baker, PE, Public Services Director / City Engineer at (269) 337-8768 or bakerj@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.

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. 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

STATION NO. 5 STRUCTURAL REPAIRS

Bid Reference #: 91051-011.0

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>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. 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.</p>
<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>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. 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.</p>

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

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

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** 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)).

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.

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



SPECIFICATIONS

Detailed Specifications & Photos

STATION NO. 5 STRUCTURAL REPAIRS

Bid Reference #: 91051-011.0

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



South Elevation – Facing North

18.5 Ft Wide – Sill to Eve 9 Ft

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces – Entire Exterior Square Footage

Masonry Tuck Pointing - Entire Square Footage

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Heli-Tie Helical Wall Tie, 12" Horizontal OC, 16" Vertical OC - Entire Square Footage

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



West Elevation – Facing East

22.5 Ft Wide – Sill to Eave 9 Ft

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces – Entire Exterior Square Footage

Masonry Tuck Pointing - Entire Square Footage

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Heli-Tie Helical Wall Tie, 12" Horizontal OC, 16" Vertical OC - Entire Square Footage

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



North Elevation – Facing South

18.5 Ft Wide – Sill to Eve 9 Ft

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces – Entire Exterior Square Footage

Masonry Tuck Pointing - Entire Square Footage

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Heli-Tie Helical Wall Tie, 12" Horizontal OC, 16" Vertical OC - Entire Square Footage

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



East Elevation – Facing West, Northwest

18.5 Ft Wide – Sill to Eve 9 Ft

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces – Entire Exterior Square Footage

Masonry Tuck Pointing - Entire Square Footage

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Heli-Tie Helical Wall Tie, 12" Horizontal OC, 16" Vertical OC - Entire Square Footage

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Chimney Detail View – Included Quantity of Masonry Tuck Pointing (Type N Mortar). Concrete Cap Included Quantity of Concrete Restoration (RPS-263 Rapid-Hardening Vertical/Overhead Repair Mortar)

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



South Elevation, West Window Detail View – Active Failure Area Above Window Arch and Mid Centerline of Window

Included Quantity of Work Scope:

Masonry Tuck Pointing - Entire Square Footage

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Heli-Tie Helical Wall Tie, 12" Horizontal OC, 16" Vertical OC - Entire Square Footage

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



South Elevation, Door Detail View – Active Failure Area Above Door Arch

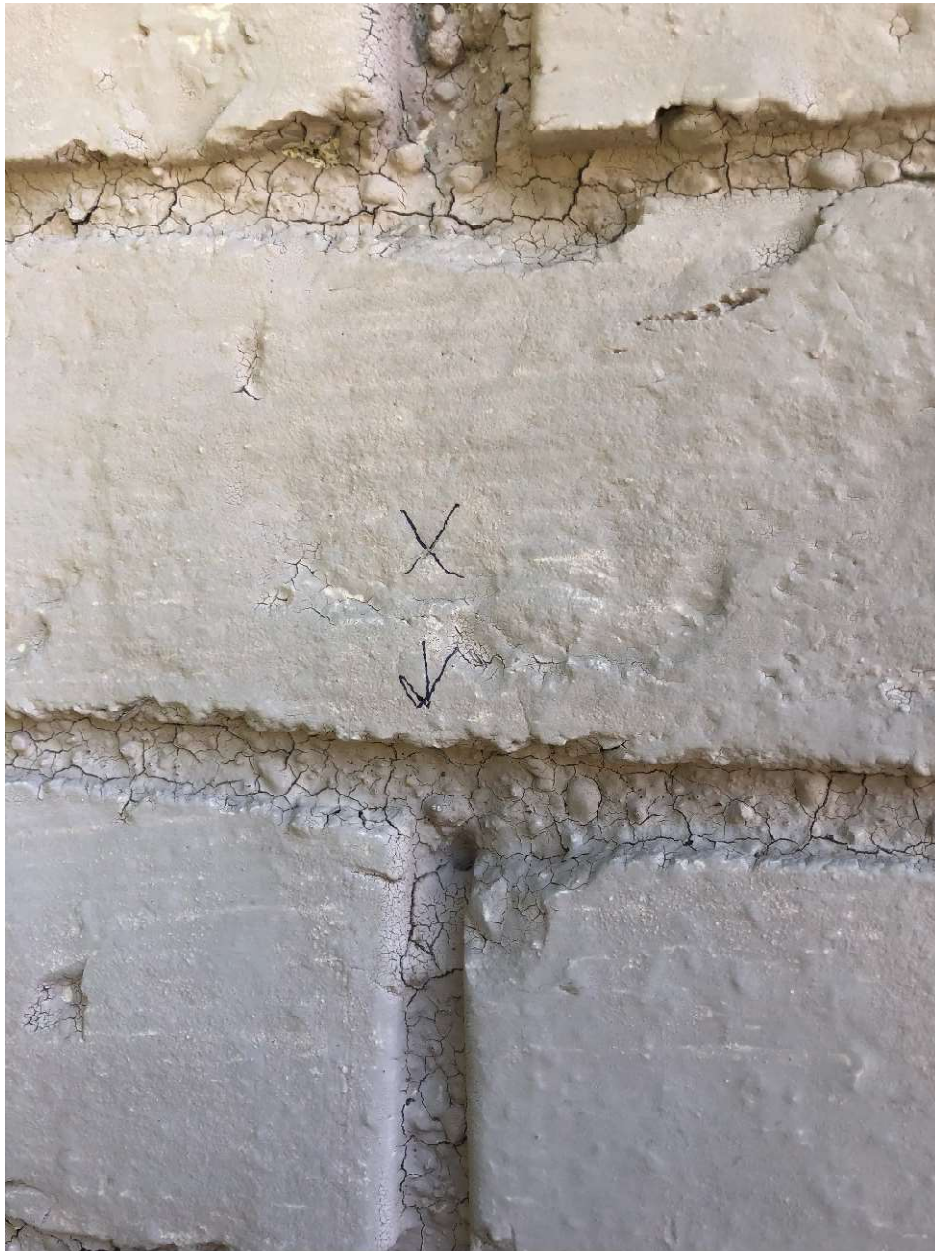
Evidence of Improper Mortar, No Adhesion, Repair Attempt – Remove per Specifications

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



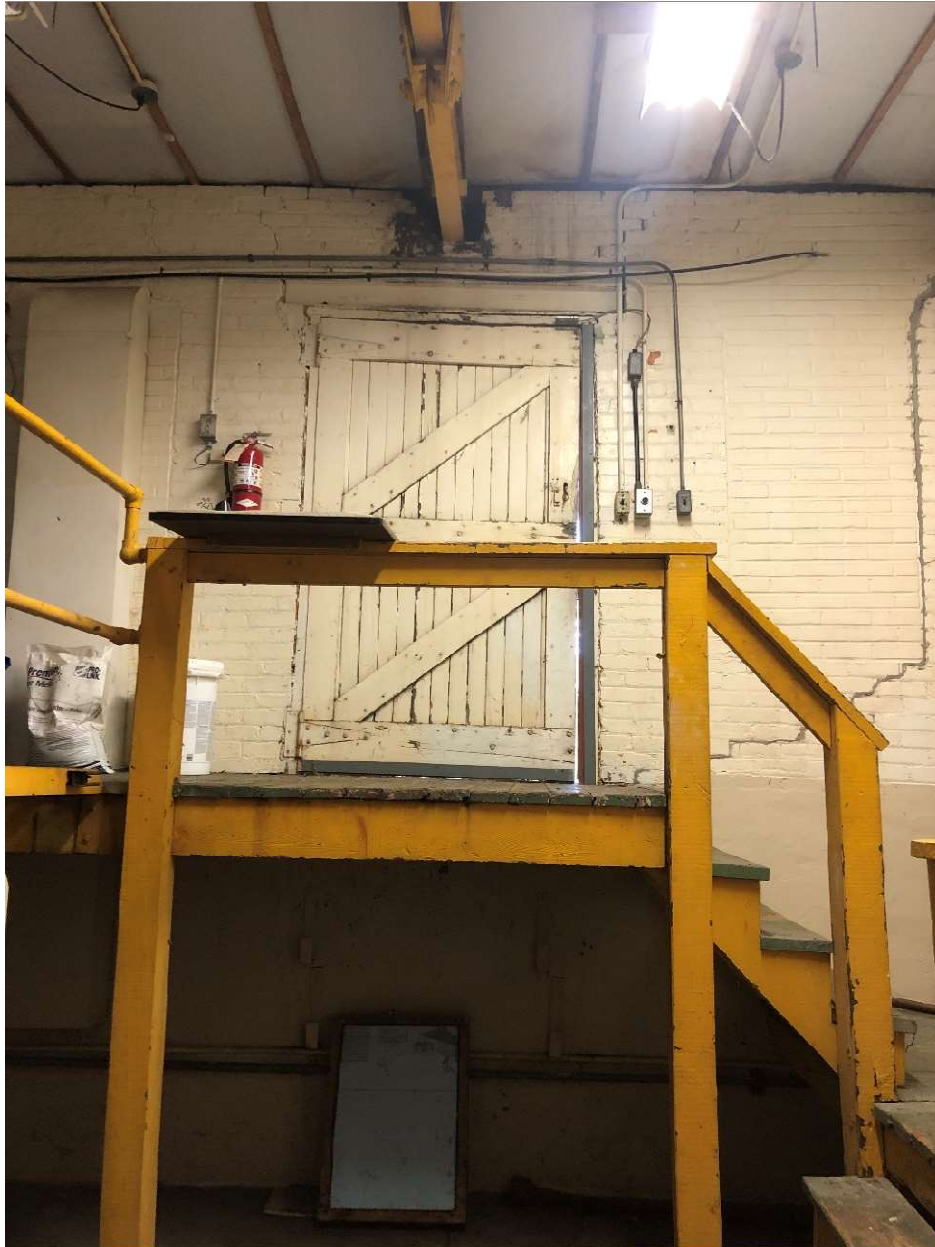
Example Detailing Heli-Tie Helical Wall Tie Placement 12" OC Horizontal by 16" OC Vertical beginning from the Top of the Second Course from Sill

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Detail View of Existing Joint/Mortar Condition (Typical) in Non-Active Failure Areas

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Interior South Elevation – Facing South

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces

Masonry Tuck Pointing – Heavy Replacement – Above Door Frame, And At Beam Penetration

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Interior South Elevation – Facing South

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces

Masonry Tuck Pointing – Heavy Replacement – Above Door Frame, And At Beam Penetration

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Interior South Elevation – Facing South – Detail View

Included Quantity of Work Scope:

Masonry Tuck Pointing – Heavy Replacement – Above Door Frame, And At Beam Penetration

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Interior North Elevation – Facing North

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond



Interior West Elevation – Facing West

Included Quantity of Work Scope:

Lead Abatement from Masonry Surfaces

Heli-Tie Helical Stitching Tie, 60" Horizontal OC, 12" Vertical OC – At Active Vertical Cracks

**Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond**



Proposed Structural Steel Vertical Load Support Column – East Column Proposed Location – See Structural Steel Specs – Place W16 x 26 105" from Existing Floating Beam to New Proposed Concrete Pier Placed 60" Above Basement Floor.

**Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond**



Proposed Structural Steel Vertical Load Support Column – South Column Proposed Location – See Structural Steel Specs – Place W16 x 26 105" from Existing Floating Beam to New Proposed Concrete Pier Placed 60" Above Basement Floor.

**Station No.5 Structural Repairs – Existing Building Elevations & Detail Views
2015 East Michigan Ave., Kalamazoo, MI 49048
Structure Built 1914 – Bricks Solid, 3-Wythe Thick, Running Bond**



Proposed Structural Steel Vertical Load Support Column – West Column Proposed Location – See Structural Steel Specs – Place W16 x 26 105" from Existing Floating Beam to New Proposed Concrete Pier Placed 60" Above Basement Floor.

REMOVE LEAD-BASED PAINT FROM BRICK MASONRY SURFACES

DESCRIPTION

This work shall consist of hand scraping, wire brushing, pressure washing, sandblasting, torc cleaning, or acidic paste striping to REMOVE LEAD-BASED PAINT FROM BRICK MASONRY SURFACES, in accordance with the Contract Documents and as directed by the Engineer.

MATERIALS

Not specified

CONSTRUCTION DETAILS

The Contractor shall provide all necessary equipment to capture, convey, collect, contain, and dispose of the paint debris removed from the existing exterior or interior bricks or surfaces. The lead paint removal operations shall be conducted in accordance with the 29 CFR1926.62, OSHA Lead Exposure in Construction.

The containment shall have impenetrable walls and will allow natural ventilation. The containment shall protect dust or material propagation from the site and shall project the ground from lead containing materials.

All provisions of the following shall apply to implement and maintain effective health and safety control:

- Lead-Exposure Control Plan

- Medical Testing

- Personal-Exposure Monitoring Sample Analysis

- Decontamination Facilities

- Environmental Ground Protection

- Waste Disposal Plan

The paint removal waste shall be managed and disposed of in accordance with EGLE Standards and Regulations for the Treatment and Disposal of Paint Removal Wastes.

Michigan Certified Firm

The Contractor or Sub-Contractor performing the Lead Paint Abatement work scope shall be certified as a Lead Abatement Firm with the State of Michigan. Failure to provide Michigan certification will result in a determination of a non-responsive bid.

Lead Abatement Firm

Cert#	Name	City	Phone Number	Owner Name
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Allegan

C-000650	Across The Board LLC	Allegan	616-307-0983	Marvin Van Oosten II
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Barry

C-000259	Able Construction Company	Wayland	616-291-7665	Craig Timmerman
C-001012	Blastek, LLC	Middleville	616-292-4695	Eric Waddell

Bay

C-000075	Boyle Constructors Incorporated	Bay City	989-450-4228	Andrew Boyle
C-000645	Burzie Builders	Linwood	989-600-5849	Andrew Burzynski Jr.
C-000925	Tucker Builders LLC	Pinconning	989-450-4481	Casey Tucker

Benzie

C-001085	SGS Contracting and Environmental LLC	Arcadia	231-970-9800	Scott S Fisher
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Berrien

C-001031	Lakeshore Management and Development LLC	Sodus	773-704-4436	Mark Postelli
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Calhoun

C-001110	AEDENCO LLC	Battle Creek	269-217-7999	Donald McClellan
C-001118	Breedlove Remodel & Roofing, LLC	Battle Creek	269-420-0737	Jeff Breedlove

C-000820	Roach Home Improvement, LLC	Battle Creek	269-420-6623	Terry Roach
C-001155	WG Construction Services, LLC	Albion	989-302-2698	N/A

Cass				
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C-000864	Flory Construction	Marcellus	269-501-3417	Willis Flory
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Clare				
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C-000991	Central Restoration, Inc.	Clare	989-386-6994	Justin Ridenour
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Clinton				
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C-000249	First Contracting Inc.	Ovid	989-834-1500	Brian Fleming
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Eaton				
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C-001074	Applin Remodeling	Charlotte	517-281-9321	Steven Applin
C-001121	Family First Builders LLC	Potterville	517-930-2050	Cody Grider
C-000375	Michigan Builders LLC	Eaton Rapids	517-663-4340	John Campbell

Fulton				
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C-001123	W. J. Henry Construction LLC	Atlanta	404-518-4566	Michael R. Kelley
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Genesee				
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C-001092	1 Environmental LLC	Grand Blanc	810-695-7600	Nicholas Mannor
C-000025	Bedrock Building Incorporated	Flint	810-691-0808	Michael Foy
C-000001	Certified Abatement Services Incorporated	Flint	810-742-0600	Richard Jacques
C-000990	Cymex LLC	Goodrich	248-722-7335	Martin Petrov
C-000012	R.L. Howell Construction Incorporated	Davison	810-691-0412	Robert L. Howell

C-000242	Roe Enterprises	Flushing	810-625-1431	Leonard Roe Jr.
C-001081	Tree House Construction	Flushing	810-397-9621	Steven Van Tol

Gladwin

C-000036	Quality Environmental Services, Inc	Beaverton	989-435-2946	Kevin Wolfe
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Ingham

C-000318	Asbestos Abatement, Inc.	Lansing	517-323-0052	Michael Suty
C-000931	Community Building Services, LLC	Mason	517-604-6214	Clayton Shafer
C-001114	Frontier Building & Abatement LLC	Haslett	810-523-8044	Jarred Frick
C-000523	Habitat for Humanity Capital Region, Inc.	Lansing	517-374-1313	Vicki Hamilton-Allen
C-000045	Hazar-Bestos Corporation	Lansing	517-886-2772	Mike Beck
C-001156	Simon Zeineh - Residential Builders	Lansing	517-204-4200	Simon Zeineh

Jackson

C-001113	Asbestos and Lead Abatement of Michigan LLC	Jackson	517-788-8348	Scott Hiller
C-001049	Community Action Agency	Jackson	517-784-4800	Toby Berry
C-001082	Driscoll Construction	Pleasant Lake	313-559-0071	Taylor Driscoll
C-001117	Iron Clad Construction LLC	Jackson	248-217-5693	Dwain Chalker
C-000871	Vandenburgh Building Co.	Michigan Center	517-740-8089	Timothy Vandenburgh

Kalamazoo

C-000887	Abatement & Building Specialists	Richland	269-207-2744	Walter Scott Higdon
C-000791	Blackberry Systems, Inc.	Kalamazoo	269-353-8844	Michael Shields
C-001050	Home Ownership Construction Services L3C	Kalamazoo	269-364-2538	Kalamazoo Neighborhood Housing Services/Matt Milcarek
C-001098	Hunt for Home Construction LLC	Kalamazoo	269-350-9007	Ramon Huerta
C-001101	Legends Professional Property Services LLC	Richland	517-285-3268	Josh Lechner/Layne Lechner
C-000167	Martin & Associates Environmental L.L.C.	Kalamazoo	269-226-0707	William Martin

Kalkaska

C-000953	Northern A-1 Services	Kalkaska	231-258-9961	Patrick Dovigi
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Kent

C-001144	Able Home Repair, LLC	Grand Rapids	616-202-1177	LeDell Scott
C-000464	Commercial Abatement Services, LLC	Lowell	616-897-1966	Kenneth Walsh
C-000924	Demolition Contractors, Inc.	Grand Rapids	616-363-4895	Steven Pitsch
C-000343	Great Lakes Builders	Grand Rapids	616-308-5503	Viv Jaunais
C-000824	Green Management Co.	Caledonia	616-291-0993	Robert Keller
C-001153	JK Construction & Property Services LLC	Grand Rapids	720-979-5515	Joshua Koster
C-000342	Linnie's Home Repair Service	Wyoming	616-540-0104	Linnie Peterson
C-000019	Pro-Tech Environmental Incorporated	Grand Rapids	616-364-9170	Jodi Vlaming

Lapeer

C-001063	Cooper and Son Plumbing	Lapeer	810-667-3300	Patrick Cooper
C-001149	Karma Environmental Solutions LLC	Otter Lake	Not Listed	N/A
C-000309	Stratton Home Improvement & Repair, LLC	Columbiaville	810-664-6785	Val Stratton

Lucas

C-000140	Total Environmental Services L.L.C.	Toledo	419-244-6555	Terry Luhring
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Macomb

C-001097	Barr-Wood Services	Mount Clemens	586-610-7314	David Barrett
C-000482	BDS Environmental	Warren	586-755-9030	Kenneth Lawler
C-000246	BT'S Construction Inc.	Shelby Township	586-264-6750	Timothy Omell
C-001151	Built Solid Renovations LLC	Mount Clemens	844-757-6543	Levi Moore
C-000022	D & T Home Improvement LLC	Macomb	586-466-4170	Donald Joseph
C-001037	Fowlers Construction, Inc.	Romeo	586-752-0587	Janece Fowler
C-000853	JMS Group, Inc.	Warren	586-634-2963	Michael Collins
C-000092	Joseph Home Improvement LLC	St. Clair Shores	810-499-5284	Stephen Joseph
C-000258	Mando Construction Inc.	Mount Clemens	586-222-3990	Nicholas DelGreco
C-001067	Premier Builder Inc.	Clinton Twp	586-727-4426	Paul H. Hayter
C-000257	Rite-Way Installations Inc.	Macomb	586-260-1435	Michael T. Nichter
C-001068	Royalty Property & Renovation Service	Sterling Heights	586-480-8082	Yvette Webb
C-000810	Scott Construction & Mechanical, LLC	Clinton Township	313-909-9556	John Scott

C-000286	White Pine Building & Development, LLC	Shelby Township	586-489-3771	Bradley Freestone
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Menominee				
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C-000951	N. Stroud Construction INC.	Perronville	906-280-1247	Nick Stroud
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Monroe				
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C-000490	Carter Building Services, Inc.	Temperance	734-847-7161	Philip Carter
C-001107	Homrich Wrecking, Inc.	Carleton	734-654-9800	Timothy J. Homrich

Montcalm				
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C-001027	Badgerow's Building & Remodeling	Greenville	616-889-4490	Randall Badgerow
C-001152	Excel Painting	Pierson	231-629-5899	Joshua Mackenzie

Muskegon				
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C-000232	Gray Space Construction	Muskegon	231-955-9701	Curtis Holden
C-000981	Nassau Construction, LLC	Muskegon	616-402-1534	Francena DePung

Oakland				
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C-000185	ABR Alpine Design	Berkley	248-506-0940	Richard Burke
C-001026	ABR Construction Inc.	Rochester Hills	586-405-5984	Ehab A. Mearim
C-000296	Benston D. Harris, Inc	Madison Heights	248-291-5392	Benston Harris
C-001035	Bid-Rite Contracting	Davisburg	248-795-2199	Jerome Watkins
C-001138	Clement Construction Company LLC	Waterford	248-666-7779	Jerrod Clement
C-000982	CTI Contractor Services LLC	White Lake	248-698-6900	Edward G. Wenz, Jr.
C-000072	Daco Construction, Inc.	Southfield	313-492-6644	Floyd Davis Jr.

C-001148	Davis Global Construction, LLC	Birmingham	248-975-7865	Brian R.F. Davis
C-001017	Everclean Restoration & Cleaning Services	Oak Park	248-860-5887	Christian Fahoome
C-000073	F. Lax Construction Co., Inc.	Ferndale	248-547-1914	Talal Jawad
C-000784	Fortune Builders	Rochester Hills	248-342-3093	Anita Chadha
C-000255	Homeform Corp.	Troy	313-972-1032	Jerzy Wydmuch
C-001096	Lead Specialist LLC	Royal Oak	313-478-1622	Juanquita Richardson
C-000915	LL Custom Contracting, Inc.	Madison Heights	248-632-1220	Christopher Lamphear
C-000552	Mansfield Construction Group LLC	West Bloomfield	248-613-5386	Richard V. Connell
C-001047	Metropolitan Environmental LLC	Farmington Hills	586-879-1234	LaMar Grace
C-000885	Optimum Contracting Solutions	Bloomfield Hills	248-346-3069	Anamaria Tet
C-000996	Pontiac Drywall Systems, Inc./ DBA PDSI Contrctors	Pontiac	248-332-3011	Phalanda Travis
C-001088	Pro Quality Remodeling LLC	Royal Oak	248-658-8852	Charles E. Dabrowski
C-000530	Qualified Construction Corp	Wixom	248-684-0005	John Hofmeister
C-001147	Select Property Solutions	Rochester Hills	877-708-1999	Michael Mead
C-000855	Synergy Construction Group LLC	Rochester	248-853-5783	Dan Gillbert
C-001150	The Paramount Consortium, LLC	Southfield	586-209-4109	Dorian Hogans
C-000481	TSS Consultants, Inc.	West Bloomfield	248-819-1062	Sandeep Shant
C-000850	We Preserve Michigan Residential Services	Southfield	248-436-2654	Jason Reaves

Ottawa

C-000474	Builders Unlimited, Inc.	Hudsonville	616-669-3294	Scott Brown
C-001003	JKB Construction Inc.	Jenison	616-437-2673	Jack Brown
C-000469	Randy S. Kraft Builder	Coopersville	616-485-3933	Randy Kraft

Saginaw

C-000623	Absolute Building & Cuellar Inc.	Saint Charles	989-397-6145	Ernesto Cuellar Jr.
C-001128	Bigelow Builders LLC	Saint Charles	989-429-4245	Kenneth Bigelow
C-000241	Drew Gulliver Builders	Saginaw	989-280-0590	Kenneth Gulliver
C-000919	Rightway Remediation LLC	Saginaw	989-600-0055	Scott Krugielka
C-001105	WLF LLC	Saginaw	989-220-8612	Brian D. Poole

Schoolcraft

C-001120	Olsen & Olsen Bldg. Contractors, Inc.	Manistique	906-341-3550	Todd L Olsen
C-001122	Woodland Builders, LLC	Manistique	906-450-3038	Paul Gibbs

Shiawassee

C-000227	Trust Thermal Abatement, Inc.	Owosso	989-720-8834	David Baldwin
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Tuscola

C-001013	Human Development Commission	Caro	989-673-4121	Lori Offenbacher
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Van Buren

C-000596	David Noosbond General Contractor	South Haven	269-332-4438	David Noosbond
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Washtenaw

C-000038	Great Lakes Environmental Services Inc.	Whitmore Lake	734-550-9199	Ryan Cleary
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Wayne				
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C-000971	Aldewin Rose Contractors, LLC	Detroit	313-974-7274	Rachel Saltmarsh
C-000732	Ampro Construction LLC	Detroit	313-891-6000	Darnell Jackson
C-001059	Back To Life Properties, Inc.	Detroit	248-761-3213	Kenneth Loggins
C-001095	Blue Horizon Construction	Detroit	313-989-0092	Kalaya Long & Melvin Brown
C-001139	BLV 360 LLC	Detroit	866-258-0474	Valda Blackmoore
C-001080	Champ Construction LLC	Detroit	313-477-8513	Sean Phillips
C-000102	Clark's Construction	Detroit	313-345-7503	Clark Bailey
C-001154	CRA General Contracting	Detroit	313-354-1434	Jarrett Erwin
C-000722	D.R. Martin, Inc.	Detroit	248-210-7376	Darnell Martin
C-000970	David Fallon Construction	Belleville	734-645-2693	David Fallon
C-001124	Denim Construction LLC	Detroit	734-757-5416	Henry Williams Jr
C-001146	Detroit SOS Home Services	Detroit	248-214-7421	Julian Munoz
C-001111	Dez Luxury Painting Services	Detroit	248-445-0370	Deszjuan Bennett
C-000394	DMC Consultants, Inc.	Detroit	313-491-1815	Mike Chaudhary
C-000030	Environmental Maintenance Engineers Inc.	Inkster	313-791-2600	Michael Kelly
C-000150	George H. Pastor & Sons, Inc.	Livonia	734-522-3800	John R. Pastor
C-000534	Global Green Services Group, LLC	Dearborn Heights	313-291-2528	Clayton Robinson
C-000851	Go Green Contracting	Detroit	313-202-9025	Leon Petty

C-001140	Gold Wolf Construction LLC	Romulus	248-242-3292	Curtis Gordon
C-000390	Green Solutions Environmental Services	Detroit	313-279-0449	Monica Starks
C-001116	Harris Design & Construction Services	Detroit	313-444-3307	Karl Harris
C-000923	Innovative Environmental Solutions & Services, Inc./DBA Paige Construction	Detroit	734-512-8686	Paige Aubin
C-001102	Integrated Contracting, LLC	Westland	248-918-2379	Jesse Cortez
C-001104	J. Watson & Associates LLC	Detroit	313-516-4542	Jerry Watson
C-000861	JonMar Construction LLC	River Rouge	313-399-7291	Errol Parks
C-000908	Jozef Contractor, Inc	Detroit	586-604-5210	Jozef Olszewski
C-001129	K & R Project Management and Development LLC	Redford	313-915-9095	Keyotta Stroud
C-000166	Kingsway Building & Maintenance Incorporated	Detroit	313-895-8244	Larry K. Holloway
C-000897	Lake Star Construction Services LLC	Detroit	313-952-9096	Charles Bailey
C-001143	Lead Safe Professionals, LLC	Ecorse	313-384-2632	Oliver E Hayes
C-001125	MP Custom Contractors, LLC	Detroit	313-676-1595	Marcel Pettaway
C-000877	OMP Construction, Inc.	Livonia	313-525-4588	Priyanka Patel
C-000986	Onsite Solutions, Inc.	Livonia	734-523-8400	Jamel Esse
C-000747	Patrick Bennett Property Management Co., LLC	Redford	313-686-8401	Patrick Bennett
C-001134	Premier Contractors of Michigan, LLC	Detroit	313-695-0008	Cheryl Vincent
C-000816	Presidential Construction, Inc.	Detroit	313-801-0388	Terrell Dixon

C-001127	PurServe LLC	Detroit	269-993-9822	Simeon Anderson
C-001108	Q1 Services LLC	Detroit	313-492-0781	Kenya Spratt
C-000964	QD Environment, LLC	Detroit	313-590-9984	Larry Page
C-000057	Qualified Abatement Services Inc.	Detroit	313-733-4144	Forrest Goyette
C-001051	Ram Environmental & Consulting Services	Taylor	313-310-3252	Regina Bennett
C-000014	Rand Environmental Services, Inc.	Romulus	734-442-1101	Thomas Dyl
C-001099	Respectable Maintenance	Detroit	313-884-0063	Michael Law
C-000941	Sloan Environmental Services, Inc.	Taylor	734-992-6458	Eric Sloan
C-000433	Stroyko Construction Group, Inc	Detroit	Not Listed	Irena Milanova
C-001136	T&N Abatement & Cleaning Service	Detroit	313-320-2808	Trevor Lile
C-000486	Technical Service Professionals, LLC	Redford	734-838-0426	Ronald E. Swan, Jr.
C-001112	The Mannik & Smith Group, Inc.	Canton	Not Listed	Walter Bolt
C-001075	Tyus Construction LLC	Detroit	947-895-7373	Vaquero Tyus II
C-000360	Uniglobe Construction, Inc.	Detroit	313-592-0088	Jill Holloway
C-001137	Unleaded Abatement Group LLC	Detroit	313-400-3770	Joanne Brown
C-001029	Vertical Alliance LLC	Detroit	313-530-0204	Robert Walker IV
C-001142	Walker D. Construction LLC	Detroit	313-995-5421	Dawayne Walker



WONDER MAKERS
ENVIRONMENTAL

2117 Lane Blvd., Kalamazoo, MI 49001
(269) 382-4154 • Fax (269) 382-4161
www.wondermakers.com

Information:

Name: James Baker
Phone: 269-370-8715
Fax:
From: Cortni

Company:
Date: 6/1/2023
E-mail: bakerj@kalamazoo-city.org
Project #: LS23-18704
Invoice #:

Quantity	Part #	Description	Unit Price	Total
1		Standard analysis, Lead	\$75.00	\$ 75.00
		Additional layers	\$15.00	\$ -
Shipping				
Tax				
Total				\$ 75.00

Bill To:

Client/Company City of Kalamazoo
Address: 1415 N. Harrison
Address:
City, State, Zip: Kalamazoo, MI 49007

Ship To:

Attention:
Client/Company
Address:
Address:
City, State, Zip:
Ship Via:

Charge To:

Card type:
Card #:
Name on card: Alice A. Rowe

Expiration date:
Authorization #:

Authorized customer signature: _____

MASONRY TUCK POINTING

PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies requirements for tuck pointing of existing exterior masonry.

1.2 RELATED WORK

Mortars: Type N Mortar, MASONRY MORTARING

Mortars: Type N Mortar, MASONRY TUCK POINTING

Structural Repair: Helical Tie Stitching, Simpson Strong Tie Heli-Tie HELIST254000

Structural Repair Mortar: Helical Tie Stitching, Structural Repair Mortar RPS-263

Structural Repair: Helical Wall Tie, Simpson Strong Tie Heli-Tie HELI371200A

1.3 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced.

Publications are referenced in the text by basic designation only.

B. American Society for Testing and Materials (ASTM):

C67-07

C216-07

C270-07

C. International Masonry Institute: Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

PART 2 - PRODUCTS

Type N Mortar

2.1 TUCK POINTING MORTAR

As per appendix X3 of ASTM C270.

PART 3 - EXECUTION

3.1 CUT OUT OF EXISTING MORTAR JOINTS

- A. Cut out existing mortar joints (both bed and head joints) and remove by means of a toothing chisel or a special pointer's grinder, to a uniform depth of to 19 mm (3/4-inch), or until sound mortar is reached. Take care to not damage edges of existing masonry units to remain.
- B. Remove dust and debris from the joints by brushing, blowing with air or rinsing with water. Do not rinse when temperature is below freezing.

3.2 JOB CONDITIONS

- A. Protection: Protect newly pointed joints from rain, until pointed joints are sufficiently hard enough to prevent damage.
- B. Cold Weather Protection:
 - 1. Tuck pointing may be performed in freezing weather when methods of protection are utilized.
 - 2. Comply with applicable sections of "Recommended Practices for Cold Weather Construction" as published by International Masonry Industry All Weather Council.
 - 3. Existing surfaces at temperatures to prevent mortar from freezing or causing other damage to mortar.

3.3 INSTALLATION OF TUCK POINTING MORTAR

- A. Immediately prior to application of mortar, dampen joints to be tuck pointed. Prior to application of pointing mortar, allow masonry units to absorb surface water.
- B. Tightly pack mortar into joints in thin layers, approximately 6 mm (1/4-inch) thick maximum.
- C. Allow layer to become "thumbprint hard" before applying next layer.
- D. Pack final layer flush with surfaces of masonry units. When mortar becomes "thumbprint hard", tool joints.

3.4 TOOLING OF JOINTS

- A. Tool joints with a jointing tool to produce a smooth, compacted, level joint. Joints shall be compacted and flush with the exterior face of the brick, not concaved in any manner.

3.5 REPLACEMENT OF MASONRY UNITS

- A. Cut out mortar joints surrounding masonry units that are to be removed and replaced as determined by the engineer.
 - 1. Units removed may be broken and removed, providing surrounding units to remain are not damaged.
 - 2. Once the units are removed, carefully chisel out the old mortar and remove dust and debris.
- B. Dampen surfaces of the surrounding units before new units are placed.
 - 1. Allow existing masonry to absorb surface moisture prior to starting installation of the new replacement units.
 - 2. Butter contact surfaces of existing masonry and new replacement masonry units with mortar.
 - 3. Center replacement masonry units in opening and press into position.
 - 4. Remove excess mortar with a trowel.
 - 5. Point around replacement masonry units to ensure full head and bed joints.
 - 6. When mortar becomes "thumbprint hard", tool joints.

3.6 CLEANING

- A. Clean exposed masonry surfaces on completion.
- B. Remove mortar droppings and other foreign substances from wall surfaces.
- C. First wet surfaces with clean water, then wash down with a solution of soapless detergent specially prepared for cleaning brick.
- D. Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.
- E. Free clean surfaces from traces of detergent, foreign streaks or stains. Protect materials during cleaning operations including adjoining construction.
- F. Use of muratic acid for cleaning is prohibited.

END OF SECTION

MASONRY HELICAL WALL TIES AND STITCHING TIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section pertains to all other Sections of these Specifications that require post-installed helical ties, unless specified otherwise. Requirements pertaining to post-installed helical tie work including, but not limited to, furnishing and installing helical ties and providing all equipment, labor, services, and access to complete the work:
 - a. Helical wall ties to connect multiple wythes of masonry or other wall construction together
 - b. Helical stitching ties installed in mortar bed joints for crack stabilization

1.02 RELATED WORK

Mortars: Type N Mortar, MASONRY MORTARING

Mortars: Type N Mortar, MASONRY TUCK POINTING

Structural Repair: Helical Tie Stitching, Simpson Strong Tie Heli-Tie HELIST254000

Structural Repair Mortar: Helical Tie Stitching, Structural Repair Mortar RPS-263

Structural Repair: Helical Wall Tie, Simpson Strong Tie Heli-Tie HELI371200A

1.03 REFERENCES

Use the most recent edition of the following referenced Standards based on current, jurisdictional Code adoptions.

- A. ANSI B212.15 - Cutting Tools - Carbide-tipped Masonry Drills and Blanks for Carbide-tipped Masonry Drills
- B. ASTM E3121 - Standard Test Methods for Field Testing of Anchors in Concrete or Masonry
- C. CSA A370 – Connectors for Masonry
- D. SAE J405 - Chemical Compositions of SAE Wrought Stainless Steels
- E. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures
- F. 29 CFR, Standard 1926 – Safety and Health Regulations for Construction

1.04 SUBMITTALS AND SUBSTITUTIONS

Submittals and substitutions shall be in accordance with the General Conditions of the Contract Documents, Division 1: General Requirements, and the following procedures.

A. Submittals: Submit product data for proprietary products and materials listed under Part

2 - Products of this Section that includes:

1. General Product Information
2. Technical Performance Data
3. Material Safety Data Sheets (MSDS)
4. Manufacturer's Published Installation Instructions (MPII)
5. Results of pre-construction, site-specific, field testing program when required by the Contract Documents or Project existing conditions.

B. Substitutions

1. The Contractor shall submit technical performance data and calculations that are prepared & sealed by a registered Design Professional demonstrating that the product substitution is capable of achieving performance values equal to, or better than, the specified product using appropriate design procedure and/or standard(s) as required by the Contract Documents and applicable Building Code.
2. Calculations shall specify the diameter and embedment depth required of the substituted product as well as the diameter of drill bits and drilling procedures required to drill holes for the installation.
3. The Contractor shall submit results of a pre-construction, site-specific, field testing program for product proposed as substitutes when such field testing is required by the Contract Documents or Project existing conditions.
4. Substitution requests must be accompanied by all Submittal information required of the specified product for which the substitution is proposed.
5. Any increase in costs for such substitution shall be the sole responsibility of the Contractor.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Installers shall be trained by a qualified, helical tie product manufacturer's representative to assure proper installation.
- B. The Installer shall be experienced with the installation of product similar or equal to the type specified, and into the base material required for the Project, or shall otherwise be acceptable to the Owner.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to job site undamaged and in product manufacturer's or distributor's original packaging, complete with installation instructions.
- B. Protect and handle materials in accordance with product manufacturer's recommendations to prevent product damage, degradation, or deterioration.

1.07 PROJECT CONDITIONS

- A. Contractor shall notify the registered Design Professional of inadequate, deteriorated, poor quality, and/or inappropriate base material conditions prior to commencing the work.
- B. The product steel type must provide suitable corrosion resistance for the anticipated service environment following proper installation.
- C. Pre-Construction, Site-Specific, Field Testing Program
 - 1. Pre-construction, site-specific, field testing of product may be specified or required when base materials are of unknown quality or poor existing condition to determine specific installation parameters, i.e. drill bit diameter, hole drilling procedures, etc., to optimize product performance.
 - 2. Results of the pre-construction, site-specific, field testing program shall be documented in a written field test report. The field test report shall include, but not be limited to, the following information: maximum tension performance, tension performance/axial deflection relationship, embedment depth, drill bit size, and rotohammer settings for each test and base material tested.

3. Pre-construction, site-specific, field testing shall conform to ASTM E3121 to the greatest extent possible and shall be conducted by qualified field technicians using calibrated test equipment.

PART 2 - PRODUCTS

2.01 Helical Ties

- A. Post-installed helical ties for use in masonry/concrete base materials shall be feature radial fins formed on the steel wire via cold rolling process suitable to support and resist structural demand loading by means of tension, compression or a combination of both.
- B. Material: Type 304 Stainless Steel as specified for the Project conditions.
- C. Helical ties shall be installed using the manufacturer's accessories.
- D. Unless noted otherwise, Helical Ties shall be Heli-Tie products by the Simpson Strong-Tie Company. Use Heli-Tie Wall Tie for wall tie applications and Heli-Tie Stitching Tie for crack stitching applications.
- E. Heli-Tie Helical Wall Tie Product Selection – 3/8" x 12" – HELI371200A (Drill Bit Diameter 1/4")
- F. Heli-Tie Helical Stitching Tie Product Selection – HELIST254000

2.02 Non-Shrink Repair Mortar – Use with Stitching Ties HELIST254000

- A. Mortar for use as a system in the stitching tie application shall be cementitious, single-component, fiber-reinforced, polymer-modified, silica fume-enhanced, structural repair mortar with integral corrosion inhibitor.
- B. Unless otherwise noted, use Simpson Strong-Tie **RPS-263** Rapid-Hardening Vertical/Overhead Repair Mortar.

2.03 Type N Mortar – Use with Wall Ties HELI371200A

- C. Mortar for use as a system in the wall tie application shall be Type N mortar.
- D. Unless otherwise noted, use Type N mortar.

2.04 Misc. Repair Materials

- A. Material used for vertical crack repair in stitching tie application shall be as specified or approved by the registered Design Professional.

- B. Material used to conceal horizontal mortar joint in stitching tie application shall be as specified or approved by the registered Design Professional.

2.05 Equipment and tools for installing wall ties

- A. Drill bit. Drill bit shall be carbide-tipped and conforming to ANSI B212.15. Diameter shall be as specified in the Contract Documents.
- B. Installation Tool. Use installation tool as specified by the helical tie manufacturer. Unless noted otherwise, use Simpson Strong-Tie Heli-Tie Installation Tool (model HELITool37A).

2.06 Equipment and tools for installing stitching ties

- A. Rotary grinding wheel or other suitable tools for safely removing mortar in bed joints to the depth specified in the Contract Documents.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine supporting base materials and environmental conditions. Do not begin installation until base materials have been properly prepared.
- B. Unless otherwise specified, do not drill holes or commence helical wall tie installations in concrete or masonry until the concrete, mortar, or grout base materials have achieved their full design strength.

3.02 INSTALLATION

Installations shall conform to the Manufacturer's Published Installation Instructions (MPII) or to alternative procedures specified in the Contract Documents. Installation procedures specified in the Contract Documents shall supersede procedures in the MPII.

A. For Wall Tie applications

1. Drill all holes for helical ties using carbide-tipped ¼" diameter drill. Drill holes with rotohammer setting set as specified in the Contract Documents or otherwise recommended in the MPII. It is suggested to use rotation only mode for soft or hollow materials.

2. Identify position of bed joint reinforcement, reinforcing steel and/or other embedded items prior to drilling holes for ties. Exercise care in drilling to avoid damaging existing reinforcing or embedded items. Notify the registered Design Professional of Record if reinforcing steel or other embedded items are encountered during hole drilling procedures.
3. Drill holes for helical wall ties accurately and squarely without excessive drill bit wobble at locations and spacing specified in the Contract Documents. Drill holes perpendicular to base material, unless otherwise specified.
4. Drill holes continuously and to the specified embedment depth through all facing and back-up base materials to be tied together.
5. Install helical ties into holes pre-drilled in base materials using the manufacturer's recommended installation tool.
6. Position correct end of helical tie into the manufacturer's installation tool set in an SDS-Plus rotohammer and drive the helical tie into the pre-drilled hole with the rotohammer set in hammer mode. Drive the helical tie into the base material until the helical tie is countersunk beyond the facing base-material surface as specified or to the depth permitted by the installation tool. Install specified patch / repair material to match existing finish surface material.
7. Where the helical tie manufacturer recommends use of special tools for installation of ties, such tools shall be used, unless otherwise specifically permitted by the registered Design Professional of Record.

B. For Stitching Tie applications

1. Remove bed joint mortar for minimum 20 in. length on either side of the affected area (crack) to a depth of approximately 1 1/4", or as otherwise specified, with a rotary grinding wheel. Unless specified otherwise on the contract documents, vertical spacing of installation sites should be every fourth course for red brick or every other course for concrete masonry units.
2. Clear bed joint of all loose debris and condition mortar joint and adjacent units to a saturated surface dry moisture condition.

3. Mix non-shrink repair grout or mortar per product instructions and place into the prepared bed joint, filling the void to approximately two-thirds of its depth.
4. Embed the Stitching Tie at one-half the depth of the void. Trowel displaced grout to fully encapsulate the tie.
5. Fill and tool any remaining void of the bed joint with mortar to match existing adjacent mortar.
6. Fill and finish any vertical cracks with approved repair material to conceal repair site.

3.03 FIELD QUALITY CONTROL

A. Special Inspection

1. When Special Inspection is required under the Contract, the Contractor shall notify the Owner's selected Special Inspection Agency of the helical tie Installer's intent to commence work, providing at least 72 hours advanced notice.
2. The Contractor shall provide the Special Inspector with safe access to the work and a representative from the Contractor shall accompany the Special Inspector at all time during Special Inspection, unless otherwise agreed between the Contractor, Owner, and Special Inspection Agency.

3.04 FIELD TESTING

- A. Helical tie installations shall be tested during construction by qualified field technicians acceptable to the Owner and registered Design Professional of Record using properly calibrated, manufacturer-recommended, proprietary testing equipment when such field testing is specified under the Contract.
- B. Frequency of helical wall tie testing shall be determined by the engineer.
- C. Contact manufacturer for additional information related to field testing.

END OF SECTION

CONCRETE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

Partial depth concrete repair with polymer modified fiber-reinforced cementitious repair mortar

1.2 RELATED WORK

Mortars: Type N Mortar, MASONRY MORTARING

Mortars: Type N Mortar, MASONRY TUCK POINTING

Structural Repair: Helical Tie Stitching, Simpson Strong Tie Heli-Tie HELIST254000

Structural Repair Mortar: Helical Tie Stitching, Structural Repair Mortar RPS-263

Structural Repair: Helical Wall Tie, Simpson Strong Tie Heli-Tie HELI371200A

1.3 APPLICABLE PUBLICATIONS

ASTM C109

ASTM C496

ASTM C882 MOD

ASTM C666

AASHTO/ASTM C1201/T277

ASTM C779

ICRI 210.3 /ASTM C1583

ASTM C185

ASTM C309

ACI 305

ACI 306

ACI 308

ICRI Guideline 310.1R

PART 2 - PRODUCTS

Simpson Strong-Tie RPS-263 Rapid-Hardening Vertical/Overhead Repair Mortar

2.1 CONCRETE RESTORATION MORTAR

RPS-263 Rapid-Hardening Vertical/Overhead Repair Mortar is a cementitious, single-component, fiber-reinforced, polymer-modified, silica fume-enhanced, structural repair mortar with integral corrosion inhibitor designed for vertical and overhead applications

PART 3 - EXECUTION

3.1 SURFACE PREPERATION

- A. Concrete and reinforcing steel to receive repair mortar must be sound, clean, and free of all contaminants that could impair product adhesion, bond, or performance.
- B. Concrete should be a minimum of 28 days old or substantially cured to the equivalent design strength prior to RPS-263 installation.
- C. Prepare concrete and reinforcing steel in accordance with ICRI Guideline 310.1R. Saw-cut cracks less than ¼" wide, for areas, saw-cut the perimeter of the repair area, taking care to avoid cutting any reinforcing steel. Remove all loose or deteriorated concrete by chipping hammer, water jetting, or other mechanical means to reach sound concrete and achieve an open pore structure and surface profile per ICRI Guideline 310.2R CSP 5-9, taking care to avoid microcracking. Remove all corrosion, rust, and surface contaminants from reinforcing steel by sandblasting or other mechanical means. Remove all cleaning media and debris by vacuum or blowing with high-pressure, oil-free air.
- D. For added corrosion protection, prime exposed reinforcing steel with RPS-406 Zinc-Rich Primer.
- E. Prior to installation of RPS-263, saturate the surface with potable water to achieve a saturate surface dry (SSD) surface condition. The substrate should be saturate surface dry (SSD) with no standing water remaining at the time of application.
- F. When it is impractical to achieve an SSD surface condition or to improve bond strength, apply RPS-752 Epoxy Bonding Agent or RPS-792LPL Long Pot Life Epoxy Bonding Agent to the repair area prior to RPS-263 installation. RPS-263 must be applied while bonding agent is still wet. Do not apply more bonding agent than can be effectively covered with RPS-263 while remaining wet.

3.2 MIXING

- A. For optimal product performance, condition to 70°F (21°C) prior to use.
- B. Do not prepare more material than can be used in the working time of the product.
- C. For hot-and-cold weather installations, refer to ACI 305 and 306 guidelines.

- D. Mix with a mortar mixer or a low-speed (300–600 rpm) drill and mixing paddle.
- E. For best results, start with 90% of total mixing water and slowly add entire contents of RPS-263 while mixing to avoid clumping. Adjust using remaining 10% of total mixing water until desired consistency is achieved scraping unmixed material from the sides and bottom of mixing container as needed to ensure all material is mixed.

Consult the printed instructions on the product package for the maximum recommended amount of mixing water.

- F. Mix for approximately 3 minutes.

3.3 APPLICATION

- A. Remove all standing water by vacuum or blowing with oil-free, compressed air prior to installation. RPS-263 can be installed on damp, or SSD concrete surfaces. Do not install through standing water or on dry porous surfaces.
- B. Take appropriate measures to protect repairs from wind and high temperatures until fully cured. Never apply in direct sunlight.
- C. **Hand Trowel with Bonding Agent:** Immediately following RPS-752 or RPS-792LPL application, and while bonding agent is still wet, hand-trowel RPS-263 into repair area to desired application thickness. Strike off with trowel and allow product to set. Finish with a wood or sponge float, or broom. For multiple lifts, roughen profile with trowel between lifts.
- D. **Hand Trowel without Bonding Agent:** Use a scrub coat by applying a thin layer of undiluted RPS-263 into the concrete surface with a stiff bristle brush. Immediately hand-trowel RPS-263 into repair area to desired application thickness. Strike off with trowel and allow product to set. Finish with a wood or sponge float. Do not apply more scrub coat than can be effectively covered with RPS-263 without scrub coat drying out. For multiple lifts, roughen profile with trowel between lifts.
- E. **Curing:** Immediately following finishing, wet-cure RPS-263 in accordance with ACI 308 or use an ASTM C309–compliant water-based curing compound. The use of curing compounds may affect adhesion of subsequent surface treatments. SSD surface conditions and proper curing procedures are critical at minimum application thickness to prevent premature drying or cracking.

3.5 CLEANING

- A. Clean exposed masonry surfaces on completion.

- B. Remove mortar droppings and other foreign substances from wall surfaces.
- C. First wet surfaces with clean water, then wash down with a solution of soapless detergent specially prepared for cleaning brick.
- D. Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.
- E. Free clean surfaces from traces of detergent, foreign streaks or stains. Protect materials during cleaning operations including adjoining construction.
- F. Use of muratic acid for cleaning is prohibited.
- G. Cured material can only be removed by mechanical means.

END OF SECTION

STRUCTURAL STEEL & CONCRETE PIERS

PART 1 - GENERAL

1.1 DESCRIPTION

Placement of wide flange beam A572 structural steel columns, concrete piers, and double cleat and base plate connection details to existing floating steel beams and concrete piers.

1.2 RELATED WORK

Concrete Piers

1.3 APPLICABLE PUBLICATIONS

MDOT Standard Specifications for Construction

AISC Steel Construction Manual

ASTM A572

ASTM A325

ASTM A563-C

ASTM F436

ACI

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL BEAMS

- A. ASTM A572 Wide Flange Steel Beam W16 X 26, 105" To 105 5/16" Length
- B. 3/8" ASTM A572 Plate Steel
- C. 1/2" – 13 x 2" ASTM A325 Structural Bolt
- D. 1/2" – 13 ASTM A563-C Structural Nut
- F. 1/2" Diameter - 3/8" Thick ASTM F436 Structural Grade 50 Plate Washers

2.1 CONCRETE, READY-MIX

- A. MDOT D Concrete, All Limestone, Air Entrained, MRWR, 4500 PSI

PART 3 - EXECUTION

Steel Vertical Load Support of Overhead Crane Beams

Specifications

Design Load = 4 KIP

Existing (Floating) Beams, W8 x 13 A36 Wide Flange Beam

4" Flange

7.5" Web

7.99" Overall – Outside Edge to Outside Edge

Proposed

(3) W16 x 26 Grade 50 A572 Wide Flange Beams – Placed as Columns

Length = 105" to 105- 5/16 "(Each X3) Field Verify

5.5" Flange

15" Web

15.69" Overall

0.345" Tf 0.25" Tw

Connection Detail – Column to Beam (x3)

Existing W8 x 13 Flanges Oriented in the X-Axis, Place W16 x 26 Flanges in the Y-Axis

Webs Aligned – Existing W8 x 13 Web in the Continuous Dimension to be Aligned with the Proposed W16 x 26 Web in the 15" dimension

Double Cleat Bolted Connection

W16 x 26 Flange Cleats (Fins) Bolted to W8 x 13 Web

9/16" Diameter Holes at W16 x 26 Flange and W8 x 13 Web Locations

Cleats – Fabricated 3/8" Grade 50 Structural Plate, 9/16" Diameter Holes

3/8" Thick, 6" Long, 2" Wide FPW to Cleat Side (Top – Connection to W8 x 13)

3/8" Thick, 6" Long, 8" Tall FPW to Cleat Top (Side – Connection to W16 x 26)

½" – 13 x 2" A325 Structural Hex Head Bolts with A563-C Hex Nuts Plain

ATSM F436 3/8" Structural Grade Plate Washers

Each Connection (x3) – Two (2) Cleats, Six (6) Bolts

Connection Detail – Column to Concrete Pier (x3)

12" x 30" x 3/8" Thick Grade 50 Base Plate, Full Penetration Welded to Base of W16 x 26

Stiffener (Cleat), 3/8" Grade 50 Structural Plate, 12" x 12", 90° to 12" Wide x 12" Long

Full Penetration Weld (FPW) Fabricated to Make Shape

FPW to W18 x 26 (3 sides)

FPW to Base Plate (3 sides)

Base Plate - Four (4) Bolt Holes, 9/16" Diameter, Offset 2" Centerline Inboard

Base Plate Bolted to Concrete Pier – ½ Diameter Bolted Connection

(X 3 Required)

Concrete Pier (x3)

16" Wide

34" Long – Same Axis as the Web (15.69 Overall) of the W16 x 26 Columns

72" Tall

60" Tall Above Existing Concrete Floor (Should sit below Subway Grates)

12" Deep Below Floor

1" Formed Chamfer All Vertical Sides (x4)

1" Formed Chamfer All Horizontal Top Sides (x4)

(Top Chamfered Area = 14" x 32")

12" x 30" No.4 Stirrups @ 8"

No.6 Bar Placed Vertically Inside Stirrups @ 6" (Long Sides)

No.6 Bar Placed Vertically Inside Stirrups @ 4" (Short Sides)

No.6 Bar Bottom, Bent 90 Degrees 6", Placed Flared Out

MDOT D Concrete, All Limestone, Air Entrained, MRWR, 4500 PSI

Concrete Pier Base – Below Floor (x3)

18" to 20" x 36" to 40" saw cut, break, and remove concrete (Space Allowing)

Excavate and Remove 12" Material (Depth)

Flare out Bottom of Hole by 8" in all Directions

Pier Monopour Shall Occur Within 24 Hours of Excavation

END OF SECTION