



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

**MANDATORY PRE-BID MEETING – January 2, 2025, at 10 a.m.**  
**Stockbridge Facility – Main Conference Room**  
**415 Stockbridge Ave, Kalamazoo, MI 49001**

**INVITATION FOR BID (IFB)**

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

**PROJECT NAME: 415 Stockbridge Bathroom Remodel**

**BID REFERENCE #: 91065-007.0**

**IFB ISSUE DATE: December 20, 2024**

**BID DUE/OPENING DATE: January 16, 2025 @ 3:30 p.m. Local Time**  
*Electronic 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: **Quentin Pike**  
**City Wide Facilities Manager**  
[pikeq@kalamazoocity.org](mailto:pikeq@kalamazoocity.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 Bid 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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**CITY OF KALAMAZOO – INVITATION FOR BIDS**  
**415 Stockbridge Bathroom Remodel**

**Bid Reference #: 91065-007.0**

**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.kalamazooocity.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 remodel of the 415 Stockbridge facility bathrooms, meeting or exceeding the specifications as set forth herein for the prices as stated below.

**415 STOCKBRIDGE BATHROOM REMODEL**

Furnish all labor, materials, tools, equipment, and services necessary to complete the 415 Stockbridge Bathroom Remodel project as stated in the Specifications.	<b>LS</b>	\$
<b>TOTAL AMOUNT</b>		\$

Work shall start within   30   working days after receipt of notification by Contractor of Notice to Proceed and shall be completed by **November 1, 2025**. (must be COMPLETE within 240 calendar days).

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.**

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.

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 and as updated by City Ordinance 1856.

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

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

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

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

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

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

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

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

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Position

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

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

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

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

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

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein.

The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

**CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_  
The above information is accurate:

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

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

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

**SUB-CONTRACTING INFORMATION**

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

**INSTRUCTIONS:**

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

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

**Subcontractors:**

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

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

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

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



**REFERENCE QUESTIONNAIRE**

Please answer the following questions completely.

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

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

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

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

**CITY OF KALAMAZOO – INVITATION FOR BIDS**  
**415 Stockbridge Bathroom Remodel**

**Page 8**  
**Bid Reference #: 91065-007.0**

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: \_\_\_\_\_

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**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 including Michigan No-Fault Coverages, 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 defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all 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, 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 Department, 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**  
**GENERAL PROVISIONS**

**1. INTENT**

It is the intent of these specifications and drawings/plans to provide for a contractor who shall provide all labor, materials, tools, equipment, and services necessary to perform in a professional manner the *415 Stockbridge Bathroom Remodel* project as described in the specifications and bid document.

**2. SCOPE OF WORK**

This contract includes but is not limited to: All work as shown for the *415 Stockbridge Bathroom Remodel* project as stated in the attached specifications.

**3. QUANTITIES**

The quantities shown or indicated on the specifications 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. INSPECTION OF WORK**

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

**6. 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/her 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.

**7. 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. The City will provide for materials and construction testing including but not limited to compaction of subbase and backfill material, concrete testing and asphalt testing. The cost of said testing shall be borne by the City. Verification that testing required by the contract has been completed on one phase of the project prior to proceeding to the next phase is the responsibility of the Contractor. In the event that the project has proceeded without required testing, the Contractor shall insure that the required testing is obtained retroactively and shall provide access for testing as necessary at his/her sole expense.

**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, MDOT, 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 notice has been given by the City to the Contractor that such materials, equipment or components have been rejected.

**9. 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 Citywide Facilities Manager for consideration before proceeding. The Citywide Facilities Manager Engineer will provide direction as needed.

**10. SUPERVISION**

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

**11. TEMPORARY UTILITIES**

Remodeling of the restrooms on second floor will be completely finished before the beginning the remodel of the restrooms on the first floor.

**12. 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.

**13. 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.

**14. PROGRESS SCHEDULE**

- 14.1 After receipt of Notice to Proceed, work shall start within **30** working days unless otherwise agreed to by the Project Manager.
- 14.2 Contractor shall have project completed **November 1, 2025**.



**PROGRESS SCHEDULE (*cont.*)**

- 14.3 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 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.
- 14.4 The Contractor will be required to meet with the Public Services representatives to work out detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.
- 14.5 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.
- 14.6 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 documents. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.
- 14.7 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.
- 14.8 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 the work.

**15. CONSTRUCTION SCHEDULE AND COORDINATION**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

**16. CONTRACTOR COORDINATION**

- 16.1 The Contractor shall make every effort to coordinate every aspect of his work with that of other contractors on the site to assure an efficiently managed and proper installation.
- 16.2 Consideration shall be given to timing of construction, maintaining adequate construction access, and construction staging. Any costs associated with this coordination shall be included in the contract.

**17. COORDINATING CLAUSE (NO TRAFFIC CONTROL IN THIS PROJECT)**

The Contractor's attention is called to Article 104.08 of the 2012 MDOT Standard Specifications for Construction entitled "Cooperation by Contractor" and the project specifications contained within this contract.

**18. ADDITIONS**

- 18.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.
- 18.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

**20. LIQUIDATED DAMAGES**

- 20.1 Liquidated damages, if applicable, shall be \$500.00 a day regardless of contract size.

**21. REMOVAL OF RUBBISH**

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

**22. SITE ACCESS**

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

**23. GUARANTEE**

The Contractor shall guarantee all of his/her work for a period of two (2) years 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.

**24. SAFETY**

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

**25. PAY ESTIMATES**

The Contractor shall be responsible for the generation of invoices for payment. Contractor shall use One-Drive Project Spreadsheet. 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.

**26. PRODUCT/SYSTEM SUBSTITUTIONS**

Submit a written request, to be received not later than 10 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.

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Provide name, address and telephone number of manufacturer's authorized representative.
- 26.5 Submit three copies of all documents for each request for Substitution for consideration.
- 26.6 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.

**27. SAMPLES AND DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of bid opening only upon request of The City unless otherwise stated in the bid proposal. If samples should be requested, such samples must be received by The City no later than seven (7) days after formal request is made. When required, The City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to The City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidder's request.

**28. ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of the material and/or services is made and thereafter accepted to the satisfaction of The City and must comply with the terms herein and be full in accord with specifications and of the highest quality. In the event the material and/or service supplied to The City is found to be defective or does not conform to specifications, The City reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

**29. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, the bidder **MUST** indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

**30. SAFETY STANDARDS**

The bidder warrants that the products supplied to The City conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the failure to comply with this condition will be considered a breach of contract.

**31. MANUFACTURER'S CERTIFICATION**

The City reserves the right to request from bidders separate manufacturer certification of all statements made in the bid.

**32. 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.

**33. PROTECTION OF PROPERTY**

33.1 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.

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

**34. 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.

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

The Contractor shall conduct their work in such a manner that no excavations are left open overnight. If this is not possible, the Contractor shall provide and install a temporary fence to protect the excavation, at the Contractor's expense.

**35. 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.

**36. MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held **January 2, 2025 @ 10:00 a.m.** at 415 Stockbridge Ave. During this pre-bid meeting each bidder shall also visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. Questions may be emailed to Quentin Pike, at [pikeq@kalamazoo.org](mailto:pikeq@kalamazoo.org) by **10:00 a.m. on January 9, 2025** (no later than one week before bid due date).

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

**37. QUESTIONS**

Bidders shall address questions regarding the specifications to Quentin Pike, City Wide Facilities Manager at [pikeq@kalamazoocity.org](mailto:pikeq@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 Kyle Dunn, Buyer at [dunnk@kalamazoocity.org](mailto:dunnk@kalamazoocity.org) or (269) 337-8720.

**SECTION VI**  
**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 Agent. 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 Agent 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@kalamazoocity.org](mailto:apinvoice@kalamazoocity.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 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, on 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).
- 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.

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

- 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 individuals 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 WAGES***

**415 STOCKBRIDGE BATHROOM  
REMODEL**

**Bid Reference #: 91065-007.0**

**December 2024**

"General Decision Number: MI20240087 11/29/2024

Superseded General Decision Number: MI20230087

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)(1).

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:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
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:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

2	04/05/2024
3	04/19/2024
4	07/12/2024
5	07/26/2024
6	08/30/2024
7	10/11/2024
8	11/29/2024

ASBE0047-002 07/01/2024

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.00	21.60
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BOIL0169-001 01/01/2024

	Rates	Fringes
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BOILERMAKER.....	\$ 39.65	35.68
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BRMI0009-031 08/01/2023

	Rates	Fringes
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BRICKLAYER.....	\$ 33.95	23.52
TILE FINISHER.....	\$ 26.35	17.90
TILE SETTER.....	\$ 24.30	23.77

CARP0525-013 06/01/2023

	Rates	Fringes
--	-------	---------

CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Builder).....	\$ 28.29	21.42
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CARP1102-001 06/01/2024

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....	\$ 33.50	26.47
-----------------	----------	-------

ELEC0131-001 06/01/2023

	Rates	Fringes
--	-------	---------

ELECTRICIAN Excludes Low Voltage Wiring.	\$ 38.29	19.47
---	----------	-------

ENGI0324-002 06/01/2024

	Rates	Fringes
--	-------	---------

OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 42.25	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.37	25.25
GROUP 7.....	\$ 31.23	25.25



## 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 06/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.00	28.91
IRONWORKER (STRUCTURAL).....	\$ 31.00	28.91

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LAB00355-022 06/01/2024

	Rates	Fringes
LABORER		
Common or General; Grade		
Checker; Mason Tender -		
Brick; Mason Tender -		
Cement/Concrete;		
Sandblaster.....	\$ 28.56	12.95
Pipelayer.....	\$ 20.34	12.85

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\* PAIN0845-013 06/01/2024

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 27.07	16.56
PAINTER: Drywall		
Finishing/Taping.....	\$ 27.32	13.35
PAINTER: Spray.....	\$ 27.07	16.56

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PLAS0016-003 04/01/2014

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

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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

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ROOF0070-002 06/01/2022

	Rates	Fringes
--	-------	---------

ROOFER.....	\$ 30.03	16.84
-------------	----------	-------

-----  
SFMI0669-001 01/01/2024

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.34	26.80
--	----------	-------

-----  
SHEE0007-010 05/01/2023

	Rates	Fringes
--	-------	---------

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

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\* SUMI2011-012 02/01/2011

	Rates	Fringes
--	-------	---------

IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
-----------------------------	----------	------

LABORER: Landscape & Irrigation.....	\$ 10.38 **	0.50
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OPERATOR: Bulldozer.....	\$ 19.68	6.64
--------------------------	----------	------

OPERATOR: Tractor.....	\$ 19.10	8.48
------------------------	----------	------

SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 23.59	5.66
---	----------	------

TRUCK DRIVER: Dump Truck.....	\$ 17.26	11.42
-------------------------------	----------	-------

TRUCK DRIVER: Lowboy Truck.....	\$ 14.50 **	0.44
---------------------------------	-------------	------

TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18
--	-------------	------

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658

(\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### 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 DECISION"



## ***ATTACHMENT A***

### **415 Stockbridge Bathroom Remodel**

## ***SPECIFICATIONS***

**Bid Reference #: 91065-007.0**



A/E	ARCHITECT/ENGINEER	DBL	DOUBLE
AB	AIR BARRIER	DC	DUST COLLECTOR
ABS	ASBESTOS	DEPR	DEPRESS(ION)(ED)
ACC	ADA ACCESSIBLE	DEPT	DEPARTMENT
ACR	ACRYLIC	DET	DETENTION
ACT	ACOUSTIC CEILING TILE	DF	DRINKING FOUNTAIN
AD	ACCESS DOOR	DG	DOOR GRILLE
ADJ	ADJUSTABLE	DIAG	DIAGONAL
ADJT	ADJACENT	DPFG	DAMPROOFING
ADMIN	ADMINISTRATION	DR	DOOR
AEC	AUTOMATED EXTERNAL DEFIBRILLATORS	DSN	DOWNSPOUT NOZZLE
AL	ALUMINUM	DW	DISHWASHER
ALUM	ALUMINUM	DWL(S)	DOWEL(S)
AP	ACCESS PANEL	DWR	DRAWER
APC	ACOUSTIC PANEL CEILING		
ASPH	ASPHALT	EB	EXPANSION BOLT
AUTO	AUTOMATIC	EE	EACH END
AVG	AVERAGE	EEW	EMERGENCY EYE WASH
AWP	ACOUSTIC WALL PANEL	EEWS	EMERGENCY EYE WASH SHOWER
		EFF	EFFICIENCY
ACS	ADULT CHANGING STATION	EJ	EXPANSION JOINT
B.O.	BOTTOM OF	ELAS	ELASTOMERIC
BCS	BABY CHANGING STATION	ELEV	ELEVATOR
BD	BOARD	EMER	EMERGENCY
BLK	BLOCK	ENCL	ENCLOSURE
BLKG	BLOCKING	ENTR	ENTRANCE
BLKHD	BULKHEAD	ERF	EPOXY RESIN FLOORING
BM(S)	BEAM(S)	EUI	ENERGY USE INTENSITY
BOT	BOTTOM	EW	EACH WAY
BRDG	BRIDGING	EWC	ELECTRIC WATER COOLER
BRG	BEARING	EXP	EXPANSION
BRKT	BACKET	EXP	EXPOSED
BT	BATHTUB		
BTWN	BETWEEN	F	FABRIC
		F.O.	FACE OF
CAB	CABINET	FAB	FABRICATE(D)
CBD	CHALKBOARD	FB	FACE BRICK
CER	CERAMIC	FD	FLOOR DRAIN
CF	CUBIC FEET	FDN	FOUNDATION
CFCCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	FE	FIRE EXTINGUISHER
		FEC	FIRE EXTINGUISHER CABINET
CFMF	COLD-FORMED METAL FRAMING	FF	FINISH FLOOR
CG	CLEAR FLOOR GLASS	FH	FIRE HYDRANT
CJ	CAST IRON	FHC	FIRE HOSE CABINET
CIG	CLEAR INSULATING GLASS	FIG	FIGURE
CIP	CAST IN PLACE	FIX	FIXTURE
CJ	CONTROL JOINT	FLASH	FLASHING
CJA	CONTROL JOINT ABOVE	FLEX	FLEXIBLE
CLO	CLOSET	FLG	FLOORING
CLR	CLEAR	FLM	FULL LENGTH MIRROR
CMU	CONCRETE MASONRY UNIT	FLUOR	FLUORESCENT
COL	COLUMN	FO	FINISH OPENING
COM	COMMON	FOC	FACE OF CONCRETE
COMB	COMBINATION	FOF	FACE OF FINISH
COMM	COMMUNICATIONS	FOM	FACE OF MASONRY
COMPR	COMPRESSIBLE	FOS	FACE OF STUD
CONF	CONFERENCE	FOW	FACE OF WALL
CONFIG	CONFIGURATION	FP	FIREPROOFING
CORR	CORRIDOR	FR	FIRE RESISTANT
CP	CORR PLATE	FRP	FIBERGLASS REINFORCED PANEL
CPT	CARPET	FRT	FIRE RESISTANCE TREATED
CR	CHAIR RAIL	FS	FLOOR SINK
CS	COUNTERSINK	FSS	FOLDING SHOWER SEAT
CS TJ	CONSTRUCTION JOINT	FTG	FOOTING
CSWK	CASEWORK	FVC	FIRE VALVE CABINET
CT	CERAMIC TILE	FWC	FABRIC WALL COVERING
CTG	CLEAR TEMPERED FLOAT GLASS		
CTIG	CLEAR TEMPERED INSULATING GLASS	G	GROUT
CU	COPPER	GA	GAUGE
CU	COMBINATION UNIT	GAL	GALLON
CV	CONDOM VENDOR	GALV	GALVANIZED
CY	CUBIC YARD	GB	GRAB BAR
CYL	CYLINDER	GD	GARBAGE DISPOSAL
		GEN	GENERAL
DB	DECIBEL	GFA	GROSS FLOOR AREA

415 E. STOCKBRIDGE AVE. KALAMAZOO, MI 49001



**SITE PLAN**  
NOT TO SCALE

1. ALL WORK SHALL CONFORM TO ALL LOCAL AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
2. ARCHITECTURAL WORK SHALL BE IN ACCORDANCE WITH THE MICHIGAN BUILDING CODE.
3. ALL WORK SHALL CONFORM TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE & THE AMERICANS W/ DISABILITIES ACT.
4. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENTIONS IN THE FIELD.
5. IF ANY ERRORS, OMISSIONS, OR DISCREPANCIES BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
6. GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE FINAL CLEAN-UP OF THE PROJECT.
7. THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL NOT ORDER EQUIPMENT OR FABRICATE BUILDING COMPONENTS WITHOUT FIRST FIELD VERIFYING ALL DIMENSIONS.
8. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE EXISTING FIELD CONDITIONS AND NOTIFY THE ARCHITECT OF DISCREPANCIES BETWEEN THE EXISTING BUILT ENVIRONMENT AND THE PLANS.
9. ELECTRICAL WORK SHALL BE PERFORMED BY STATE OF MICHIGAN LICENSED ELECTRICIANS ACCORDING TO THE NATIONAL ELECTRICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING ELECTRICAL SYSTEM.
10. ALL PLUMBING WORK SHALL BE PERFORMED BY STATE OF MICHIGAN LICENSED PLUMBERS ACCORDING TO THE MICHIGAN PLUMBING CODE AS MODIFIED BY THE LOCAL HEALTH DEPARTMENT. FURNISH AND INSTALL ALL MATERIALS & LABOR TO PROVIDE A FULL WORKING PLUMBING SYSTEM.
11. FLOOR TILE INTENT 45 DEGREE ANGLE FLOORING INSTALL. CONTRACTOR TO CONFIRM SLOPE TO DRAIN. COORDINATE WITH ARCHITECT.
12. PROVIDE BLOCKING FOR ACCESSORIES, SOLID SURFACE COUNTER, AND TOILET PARTITIONS
13. CONTRACTOR TO CONFIRM EXISTING PLUMBING FIXTURE LOCATIONS AND MATCH

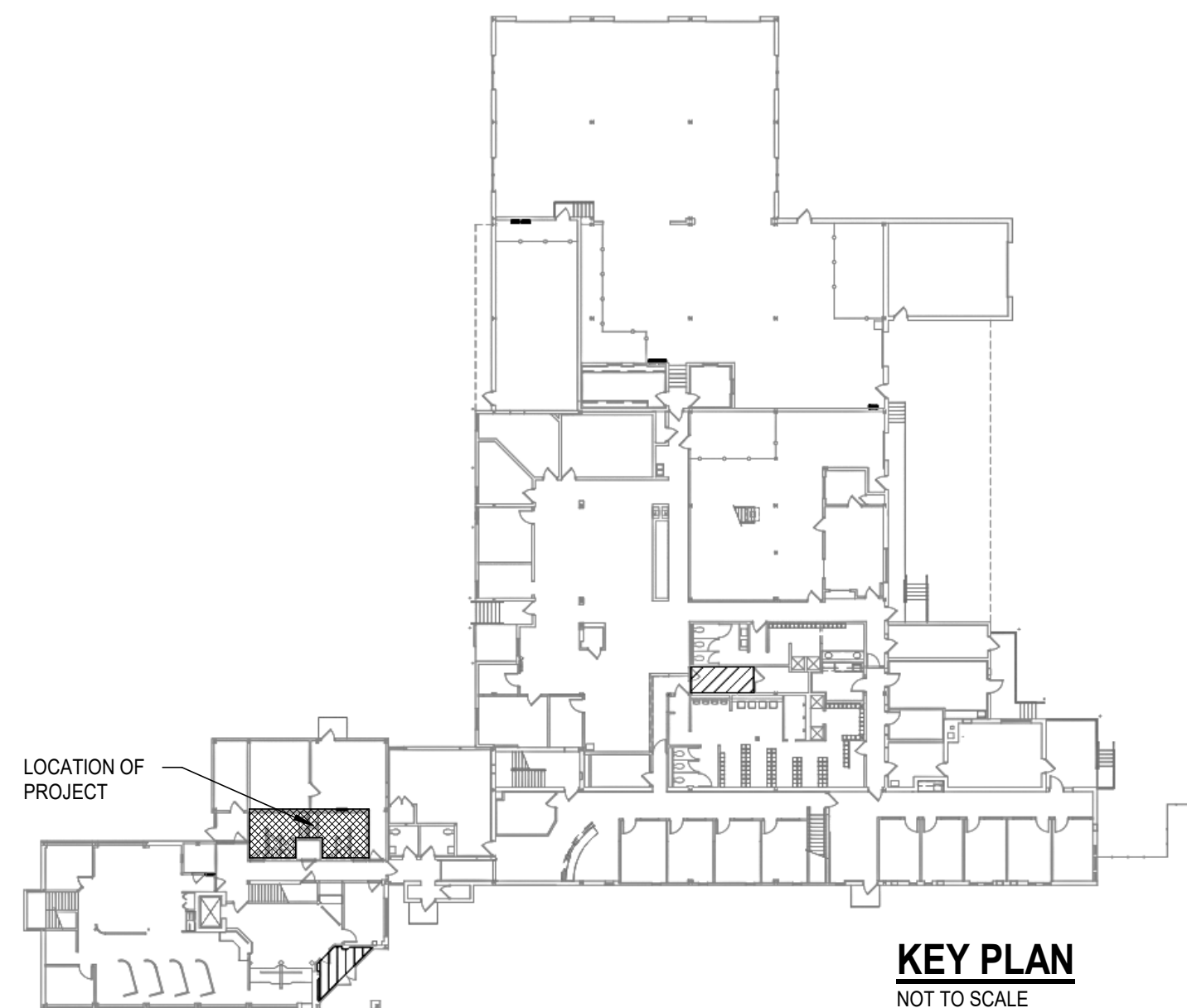
OWNER:  
CITY OF KALAMAZOO  
415 E. STOCKBRIDGE AVE.  
KALAMAZOO, MI 49001  
CONTACT: QUENTIN PIKE  
KALAMAZOO CITYWIDE FACILITIES MANAGER  
PHONE: 269.716.3796  
EMAIL: PIKEQ@KALAMAZOOCITY.ORG

**ARCHITECT:**  
WIGHTMAN & ASSOCIATES, INC.  
433 E. RANSOM STREET  
KALAMAZOO, MI 49007  
CONTACT: TOM MCKERCHER, AIA  
PHONE: 269.567.0600  
EMAIL: [TMCKERCHER@GOWIGHTMAN.COM](mailto:TMCKERCHER@GOWIGHTMAN.COM)

**INTERIOR DESIGNER:**  
WIGHTMAN & ASSOCIATES, INC.  
433 E. RANSOM STREET  
KALAMAZOO, MI 49007  
CONTACT: JESSAMYN BUCK  
PHONE: 734.802.8285  
EMAIL: JBUCK@GOWIGHTMAN.COM

A101 FLOOR/ FINISH PLANS, DEMO PLANS, RCPS,  
INTERIOR ELEVATIONS, MATERIAL SPECIFICATIONS

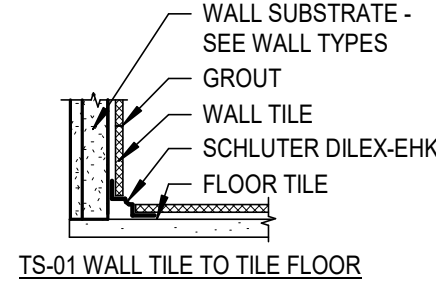
	DETAIL NUMBER CROSS REFERENCE SHEET NUMBER		EARTH
	BUILDING ELEVATION		GRAVEL
	INTERIOR ELEVATION		SAND
	SIMILAR OR TYPICAL REFERENCE WALL SECTION		CONCRETE
	DETAIL REFERENCE		PRECAST CONCRETE
	DETAIL SECTION		STEEL
	DETAIL SECTION		STONE
	DETAIL SECTION		CONCRETE MASONRY UNIT
	DETAIL SECTION		BRICK VENEER
	DETAIL SECTION		STEEL (LARGE SCALE)
	DETAIL SECTION		GYM FLOOR
	DETAIL SECTION		WOOD (CONTINUOUS BLOCKING)
	DETAIL SECTION		WOOD (NON-CONTINUOUS BLOCKING)
	DETAIL SECTION		WOOD (TRIM/FINISH)
	DETAIL SECTION		GLASS
	DETAIL SECTION		SHINGLES
	DETAIL SECTION		PLYWOOD (LARGE SCALE)
	DETAIL SECTION		GYPSUM WALL BOARD
	DETAIL SECTION		BLANKET INSULATION
	DETAIL SECTION		RIGID INSULATION
	DETAIL SECTION		SPRAY FOAM INSULATION
	DETAIL SECTION		MINERAL WOOL INSULATION
	DETAIL SECTION		PROTECTION BOARD
	DETAIL SECTION		CARPET (LARGE SCALE)
	DETAIL SECTION		ACOUSTIC TILE (LARGE SCALE)
	DETAIL SECTION		TILE (LARGE SCALE)



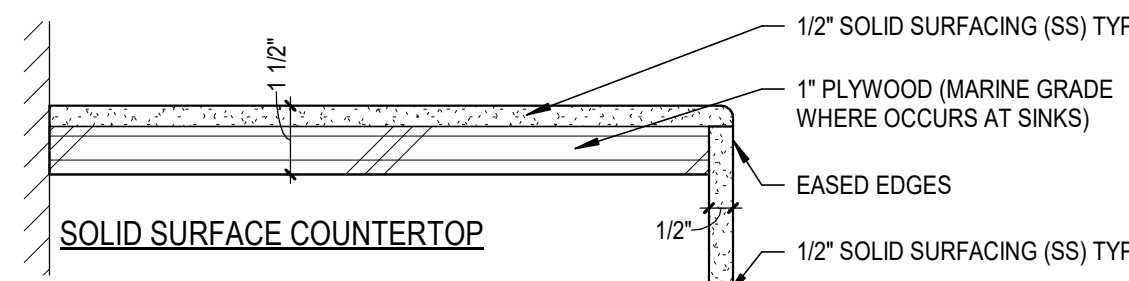
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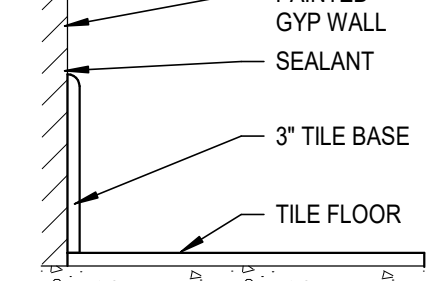
MATERIAL SPECIFICATIONS						
TYPE	DESCRIPTION	MANUFACTURER	PRODUCT	COLOR/FINISH	SIZE	COMMENTS
06 61 16 SOLID SURFACE FABRICATIONS						
SSM-01	SOLID SURFACE	CORIAN	SOLID SURFACE	SORREL	N/A	SINK COUNTER & APRON
09 30 13 CERAMIC TILE						
TB-01	TILE BASE	VITL	SPOTLIGHT	LINEN BULLNOSE MATTE, TEC ACCUCOLOR EFX EPOXY GROUT COLOR: 949 SILVERADO	3" X 12"	AT ALL PAINTED GYP. WALLS
TL-01	TILE	VITL	SPOTLIGHT	LINEN MATTE, TEC ACCUCOLOR EFX EPOXY GROUT COLOR: 949 SILVERADO	12" X 12"	INSTALL MONOLITHIC AT 45 DEGREE ANGLE
TL-02	TILE	VIRGINIA TILE	MELROSE	BEIGE GLOSSY, TEC ACCUCOLOR EFX EPOXY GROUT COLOR: 949 SILVERADO	4" X 16"	INSTALL MONOLITHIC VERTICALLY, USE APPROPRIATE GYP BOARD BEHIND WALL TILE
TL-03	TILE	VITL	SPOTLIGHT	LINEN MATTE, TEC ACCUCOLOR EFX EPOXY GROUT COLOR: 949 SILVERADO	12" X 24"	INSTALL MONOLITHIC HORIZONTALLY
TS-01	TRANSITION	SCHLUTER	DILEX-EHK	ALUMINUM	TO BE COORDINATED WITH TILE THICKNESS	TO BE USED AT WALL TILE TO FLOOR TILE TRANSITION
09 91 23 INTERIOR PAINTING						
P-01	PAINT	SHERWIN WILLIAMS	INTERIOR PAINT	SW 7014 EIDER WHITE	N/A	GYP CEILINGS
P-02	PAINT	SHERWIN WILLIAMS	INTERIOR PAINT	SW 7634 PEDIMENT	N/A	MAIN WALL PAINT
10 21 13 TOILET COMPARTMENT						
TC-01	TOILET COMPARTMENT	ASI GLOBAL PARTITIONS	BLACK CORE PHENOLIC	ASIAN NIGHT 9550	SEE DRAWINGS	ULTIMATE PRIVACY ADD ON



17 TRIM DETAIL  
A101 / SCALE: 1 1/2" = 1'-0"



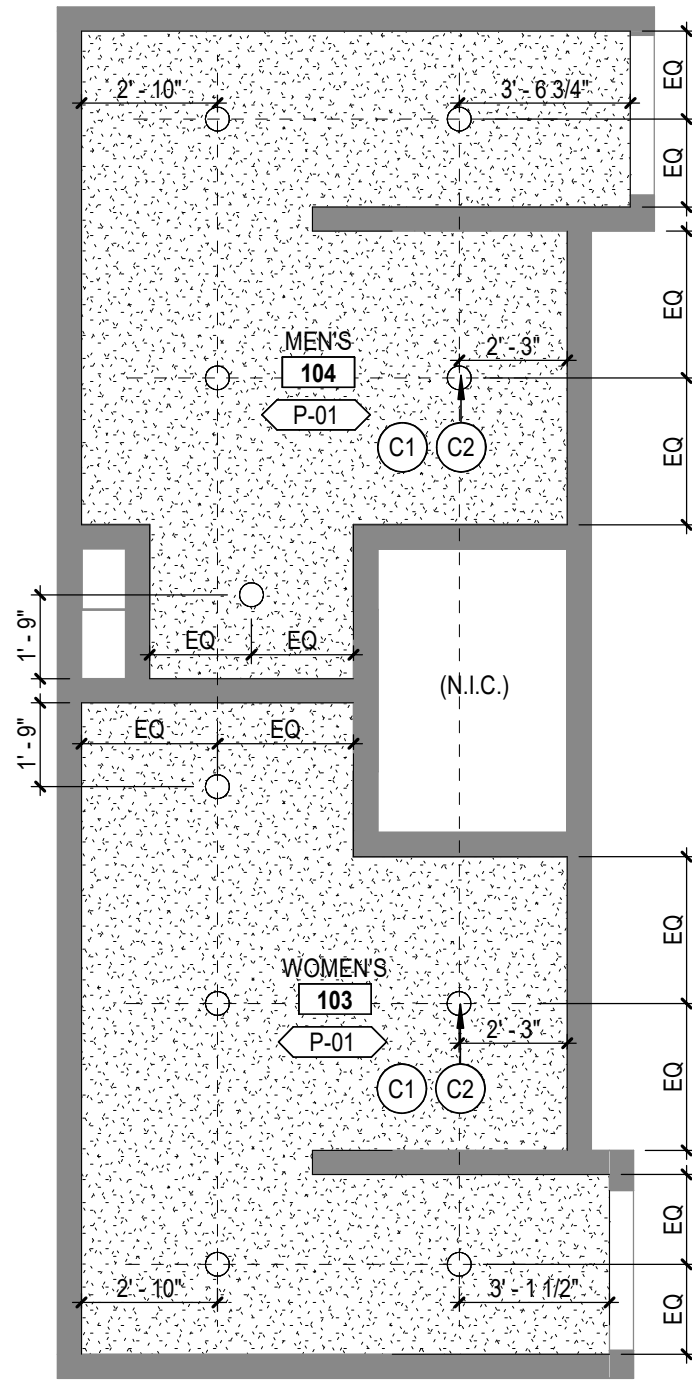
5 SOLID SURFACE COUNTER  
A101 / SCALE: 3" = 1'-0"



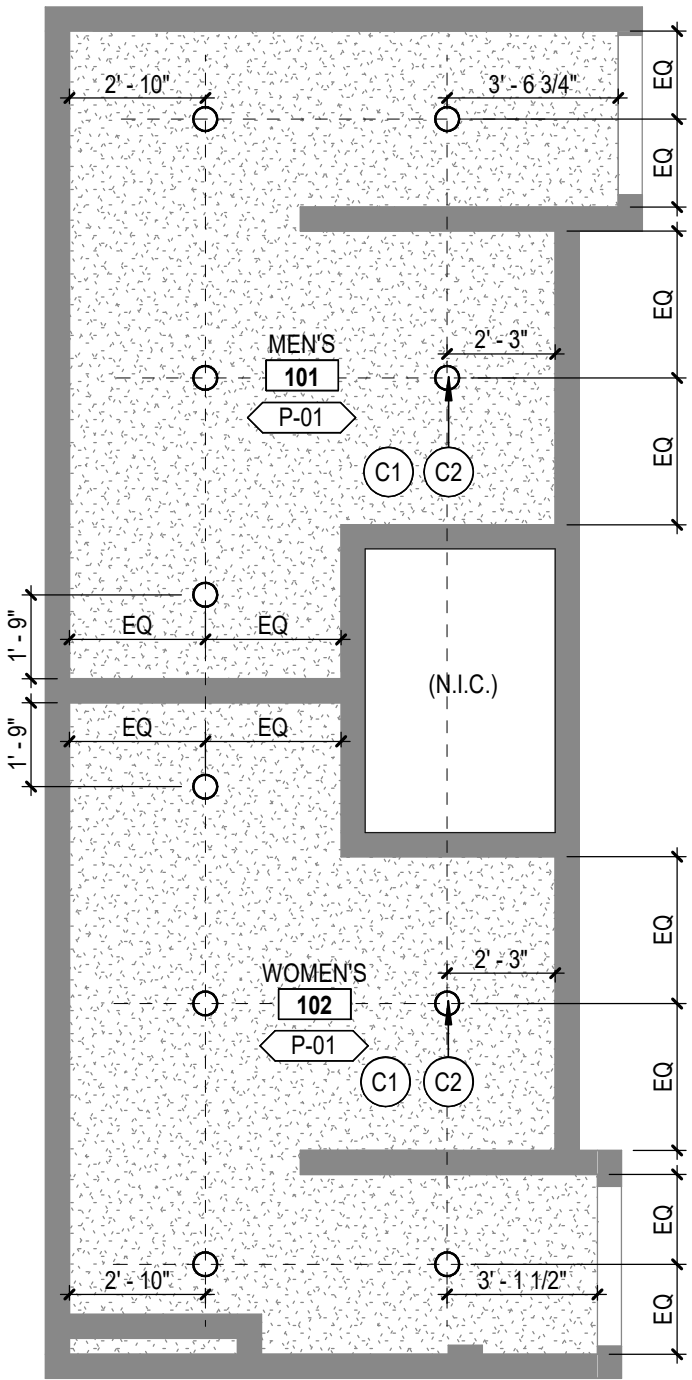
6 TILE BASE  
A101 / SCALE: 3" = 1'-0"

### RCP KEYNOTES

- C1 PREP GYP CEILING FOR NEW PAINT  
C2 NEW RECESSED CAN LIGHTING, COORDINATE WITH ARCHITECT



15 REFLECTED CEILING PLAN 2ND FLOOR  
A101 / SCALE: 1/4" = 1'-0"



16 REFLECTED CEILING PLAN 1ST FLOOR  
A101 / SCALE: 1/4" = 1'-0"

### FINISH NOTES

- INTERIOR FINISH PLAN GENERAL NOTES APPLY TO ALL INTERIOR FINISH PLAN SHEETS.
- FOR FLOOR TILE PRODUCTS, ADJUST LAYOUT AS NECESSARY TO AVOID USING CUT WIDTHS THAT EQUAL LESS THAN ONE-HALF OF A TILE AT ROOM PERIMETER.
- SEE SPECIFICATION FOR PAINTING OF ITEMS NOT NOTED ON FINISH PLANS OR ELEVATIONS.
- WHERE FLOOR FINISH CHANGES FROM ONE ROOM TO ANOTHER, SET JOINT OF THE MATERIALS AT THE CENTER OF THE COMMUNICATING DOOR, UNO. SEE TYPICAL FLOOR TRANSITION DETAILS.
- SEE MATERIAL SPECIFICATIONS FOR BASIS OF DESIGN, PRODUCT INFORMATION, AND DESIGNATIONS.
- RESTROOM WALL TILE ELEVATION TAGS ARE SHOWN ON FLOOR/FINISH PLAN. SEE MATERIAL SPECIFICATIONS FOR WALL FINISH MATERIAL DESIGNATIONS.
- ALL WALLS SHALL RECEIVE P-02 UNO. DO NOT APPLY TO SPECIALTY WALL FINISHES OR TILE.
- DOOR FRAMES AND DOORS TO BE LEFT IN PLACE WITH EXISTING FINISH
- ALL EXPOSED CONDUIT, GRILLES, AND DIFFUSERS SHALL BE PAINTED TO MATCH ADJACENT SURFACE UNO.
- CEILING HEIGHTS, AS NOTED ON THE REFLECTED CEILING PLANS, ARE MEASURED FROM THE FINISH FLOOR OF THE ROOM.
- USE APPROPRIATE GYP BOARD TYPE BEHIND ALL WALL TILE SURFACES

### PAINT SHEEN LEGEND:

EGGSHELL	GYP WALLS NOT INCLD. BELOW
SEMI-GLOSS	CMU, BUILDING STEEL
EPOXY	INTERIOR STAIRS, RECEIVING, TOILET RMS, CUSTODIAL CLOSETS, LAB SPACES

### INTERIOR FINISH PLAN LEGEND:

	FINISH MATERIAL TAG
	FLOOR FINISH TRANSITION
	SHEET NOTE
	MATERIAL DIRECTION
	EXTENT OF WALL FINISH. SEE INTERIOR ELEVATION FOR ADDITIONAL INFORMATION

### DEMOLITION GENERAL NOTES

DEMOLITION NOTES APPLY TO ALL DEMOLITION SHEETS.

THE CONTRACTOR SHALL:

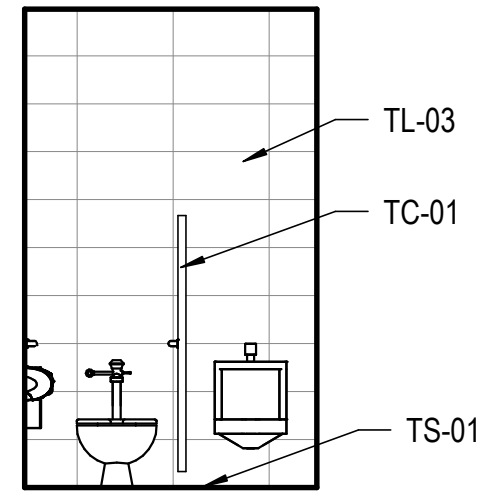
- COORDINATE ALL DEMOLITION AND PHASING EFFORTS WITH THE ARCHITECT AND OWNER'S REPRESENTATIVE. EVERY EFFORT SHALL BE MADE TO MINIMIZE DISRUPTION OF OWNER'S OPERATIONS. EXCESSIVE NOISE OR VIBRATION SHALL BE PRE-APPROVED AND COORDINATED WITH THE OWNER'S REPRESENTATIVE. IN ALL CASES, PROVISIONS SHALL BE MADE FOR USER'S SAFETY.
- COORDINATE ANY DISRUPTION OF UTILITY SERVICES WITH THE OWNER AND AS SPECIFIED.
- CONSTRUCT TEMPORARY CONSTRUCTION PARTITIONS WITHIN THE EXISTING BUILDING WHICH OFFER A ONE-HOUR ENCLOSURE TO ISOLATE ANY DEMOLITION/CONSTRUCTION WORK FROM THE GENERAL PUBLIC AND AS DEEMED NECESSARY BY THE OWNER AND CODE OFFICIAL HAVING JURISDICTION. COORDINATE LOCATIONS WITH THE OWNER AND MAINTAIN MEANS OF EGRESS THROUGHOUT THE WORK.
- MAINTAIN A SECURE, WEATHER-TIGHT ENCLOSURE AT ALL TIMES.
- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- REMOVE IN THEIR ENTIRETY ALL EXISTING WALLS, DOORS, MILLWORK, PLUMBING FIXTURES, CEILINGS, SOFFITS, MARKERBOARDS, AND OTHER ITEMS, AS REQUIRED TO EXECUTE THE DEMOLITION/CONSTRUCTION WORK DESCRIBED BY THE DRAWINGS.
- THE OWNER SHALL RESERVE THE RIGHT TO SALVAGE ANY MATERIALS.
- PROVIDE PROTECTION FOR ALL EXISTING BUILDING MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO ANY DEMOLITION OR CONSTRUCTION-RELATED INCIDENT PERFORMED UNDER THIS CONTRACT.
- REPAIR OR REPLACE ITEMS THAT ARE DAMAGED AS A RESULT OF DEMOLITION OR CONSTRUCTION TO MATCH EXISTING FINISH AND/OR CONDITION.
- EXISTING MATERIALS SHALL NOT BE REUSED UNLESS NOTED OTHERWISE OR AS AUTHORIZED BY ARCHITECT.
- VERIFY AND MAINTAIN THE LOCATION OF EXISTING POWER, COMMUNICATION AND DATA CABLES TO PREVENT INTERRUPTION OF THEIR SERVICE.
- PATCH FLOOR, WALL AND CEILING PENETRATIONS RESULTING FROM REMOVAL OR RE-ROUTING OF NEW OR EXISTING PIPING, DUCTWORK, CONDUIT, AND OTHER ITEMS, AS REQUIRED TO MAINTAIN FIRE-RESISTANCE-RATED SEPARATIONS. FINISH AS REQUIRED FOR NEW OR EXISTING ADJACENT SURFACES.
- CAP ALL DISCONNECTED MECHANICAL PIPING LINES WITHIN THE WALL OR FLOOR. PATCH AND FINISH AS REQUIRED TO MATCH NEW OR EXISTING ADJACENT SURFACES.

3 PARTITION	12/11/2024
REVISED PER OWNER COMMENT	
2 ISSUE FOR CONSTRUCTION	11/15/2024
1 ISSUE FOR OWNER REVIEW	11/13/2024

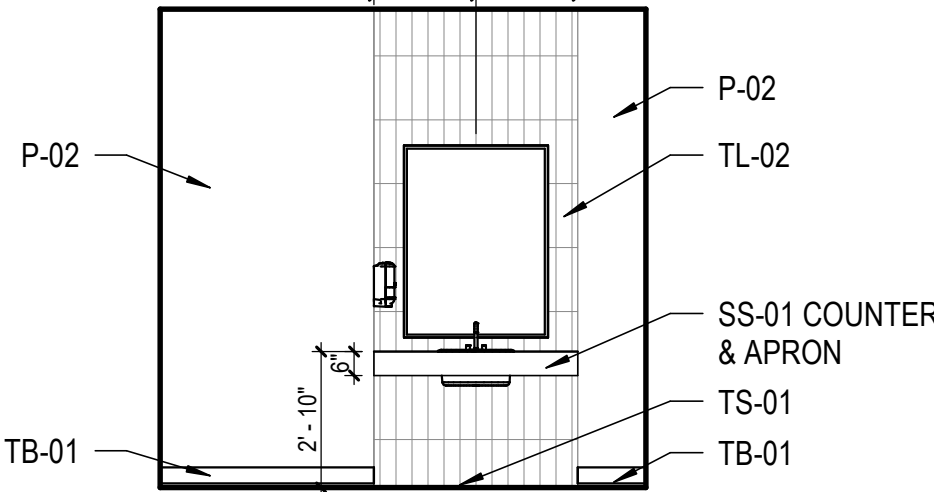
REVISIONS	
11/15/2024 10:31 AM THE REPRODUCTION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED. © 2025 WIGHTMAN & ASSOCIATES, INC. DATE: NOVEMBER 2024 SCALE: As indicated	

FLOOR/ FINISH  
PLANS, DEMO  
PLANS, RCPs,  
INTERIOR  
ELEVATIONS,  
MATERIAL  
SPECIFICATIONS

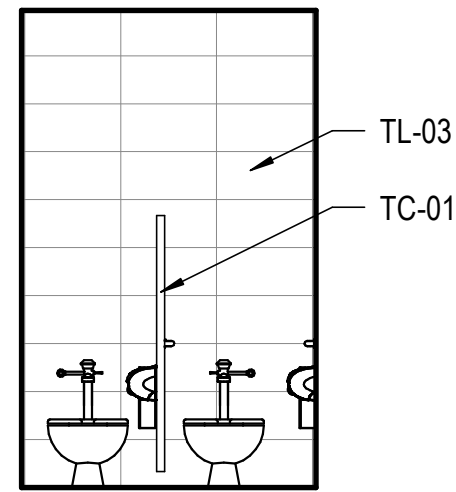
14 MEN'S SECOND FLOOR SOUTH  
A101 / SCALE: 1/4" = 1'-0"



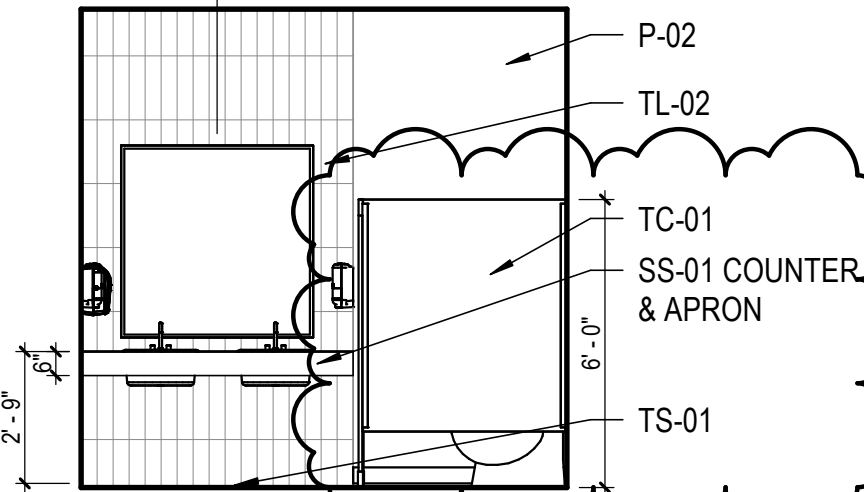
13 MEN'S SECOND FLOOR WEST  
A101 / SCALE: 1/4" = 1'-0"



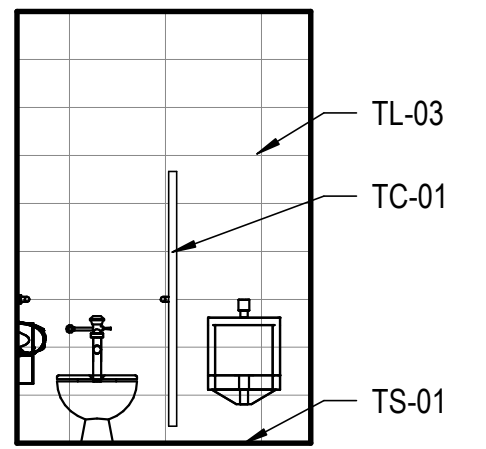
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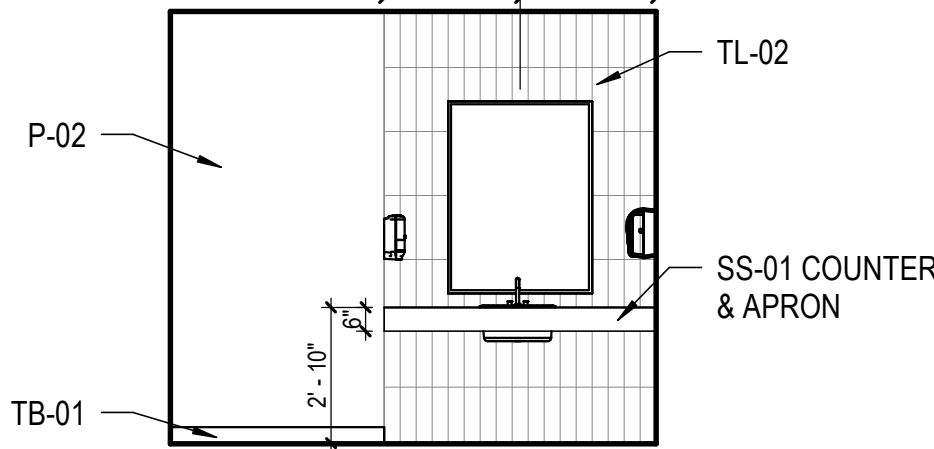
11 WOMEN'S SECOND FLOOR EAST  
A101 / SCALE: 1/4" = 1'-0"



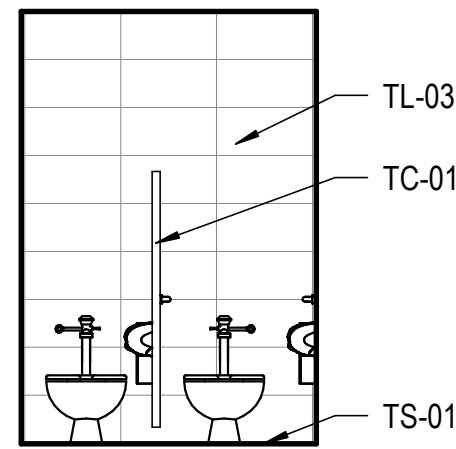
10 MENS FIRST FLOOR SOUTH  
A101 / SCALE: 1/4" = 1'-0"



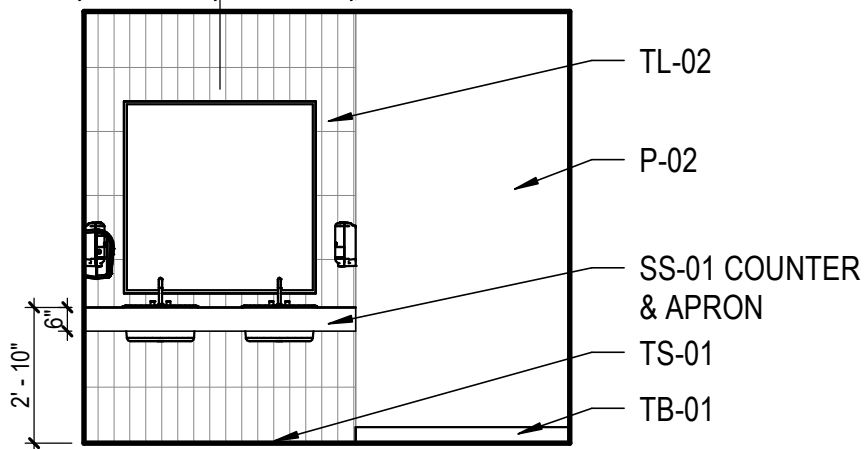
9 MEN'S FIRST FLOOR WEST  
A101 / SCALE: 1/4" = 1'-0"



8 WOMEN'S FIRST FLOOR SOUTH  
A101 / SCALE: 1/4" = 1'-0"



7 WOMEN'S FIRST FLOOR EAST  
A101 / SCALE: 1/4" = 1'-0"



### DEMOLITION KEYNOTES

- D1 DEMOLISH EXISTING FLOOR TILE. PREP AND LEVEL FLOOR SURFACE FOR NEW TILE. EXISTING FLOOR DRAINS TO BE RESET TO MATCH NEW FLOOR HEIGHT. CONTRACTOR TO COORDINATE FLOOR SLOPE TO DRAIN WITH ARCHITECT.
- D2 DEMOLISH AND DISPOSE OF EXISTING TOILET ACCESSORIES AND PLUMBING FIXTURES (SINKS, TOILETS, AND URINALS)
- D3 PATCH AND PREP CEILING FOR NEW PAINT
- D4 DEMOLISH EXISTING WALL TILE. PREP SURFACE FOR SKIM COAT PLASTER FINISH
- D5 DEMOLISH EXISTING WALL TILE. PREP SURFACE FOR DIRECTLY ADHERED GYP BOARD
- D6 DEMOLISH EXISTING WALL TILE AND GYP BOARD TO EXPOSE STUDS

### FLOOR / FINISH PLAN KEYNOTES

- FP1 ALL WALLS TO BE PAINTED P-02 UNLESS OTHERWISE NOTED
- FP2 TB-01 TILE BASE AT ALL GYP WALLS
- FP3 INSTALL TL-01 FLOOR TILE AT A 45 DEGREE ANGLE
- FP4 PROVIDE BLOCKING FOR ACCESSORIES, SOLID SURFACE COUNTER, AND TOILET PARTITIONS AS REQUIRED
- FP5 CONTRACTOR TO CONFIRM EXISTING PLUMBING (SINK, TOILET, AND URINAL) LOCATIONS AND INSTALL NEW FIXTURES IN EXISTING LOCATIONS
- FP6 PROVIDE FLOOR TRANSITIONS AS SPECIFIED FOR AREAS WHERE DIFFERENT FLOOR FINISH HEIGHTS MEET
- FP7 SKIM COAT PLASTER AND PREP FOR PAINT
- FP8 NEW DIRECT ADHERED GYP BOARD AND PREP FOR PAINT
- FP9 NEW GYP ON EXISTING STUDS AND PREP FOR PAINT

### TOILET ACCESSORY SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL #	COMMENTS
1	48" STAINLESS STEEL GRAB BARS	ASI OR EQUAL	3701-48	1 1/4" DIA. CONCEALED MOUNTED
2	TOILET TISSUE DISPENSER	TBD	TBD	OWNER PROVIDED, CONTRACTOR INSTALLED
3	SANITARY NAPKIN DISPOSAL	TBD	TBD	OWNER PROVIDED, CONTRACTOR INSTALLED
4	FRAMED MIRROR, FLAT CHANNEL FRAME	BOBRICK OR EQUAL	TBD	SIZE 24X48
5	FRAMED MIRROR, FLAT CHANNEL FRAME	BOBRICK OR EQUAL	TBD	SIZE 36X48
6	LIQUID SOAP DISPENSER	TBD	TBD	OWNER PROVIDED, CONTRACTOR INSTALLED
7	PAPER TOWEL DISPENSER	TBD	TBD	OWNER PROVIDED, CONTRACTOR INSTALLED

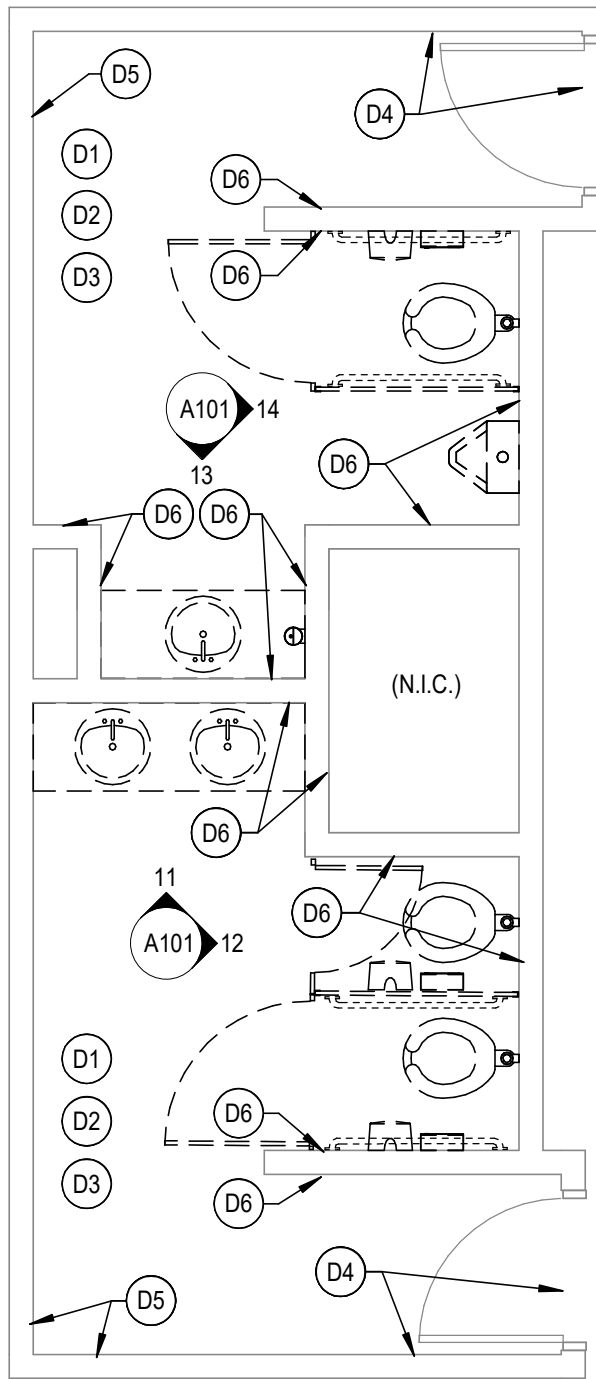
- NOTES:  
1. STANDARD MOUNTING HEIGHTS FOR ALL ACCESSORIES IN PUBLIC SPACES/ TOILET ROOMS. REFER TO MOUNTING HEIGHTS ON COVER SHEET.  
2. PROVIDE BLOCKING IN WALLS FOR ALL TOILET ACCESSORIES (TYP.)  
3. CONTRACTOR TO PROVIDE SET OF MANUFACTURERS STANDARD COLORS/FINISHES FOR SELECTION. COORDINATE WITH ARCHITECT.

### PLUMBING SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL #	COMMENTS
LV-1	UNDERMOUNT LAVATORY (SINK)	SLOAN	WETS-2721.1101	ST-2029 WATER CLOSET AND ECOS 8111 FLUSHOMETER
WC-1	FLOOR MOUNT WATER CLOSET (TOILET)	SLOAN	SS-3001-STG	3873071
UR-1	URINAL	SLOAN	WEUS-1005.1401	SU-1009 URINAL AND G2 8186 FLUSHOMETER

- NOTES:  
1. PROVIDE TRAP WRAP AT PLUMBING BELOW LAVATORIES TO MEET ADA REQUIREMENTS.  
2. PROVIDE BLOCKING IN WALLS FOR URINALS AS NEEDED.  
3. CONTRACTOR TO PROVIDE SET OF MANUFACTURERS STANDARD COLORS/FINISHES FOR SELECTION. COORDINATE WITH ARCHITECT.  
4. MOUNT ALL NEW PLUMBING FIXTURES IN LOCATION OF EXISTING FIXTURES

4 2ND FLOOR DEMO PLAN  
A101 / SCALE: 1/4" = 1'-0"



3 1ST FLOOR DEMO PLAN  
A101 / SCALE: 1/4" = 1'-0"

