



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

**REQUEST FOR QUOTE
THIS IS NOT AN ORDER**

PROJECT: Upjohn Park Fitness Court Concrete Pad

QUOTE REFERENCE NO: 91244-022.0

DEPARTMENT CONTACT: Patrick McVerry, Parks & Recreation Director at
mcverryp@kalamazoo.org or (269) 337-8147

ISSUE DATE: July 7, 2022

QUOTE RETURN DATE: July 21, 2022 by end of business day (4:30 p.m.)

SUBMITTAL INSTRUCTIONS: Return on or before date above. **Mark envelope – Quotation – Upjohn Park Fitness Court and due date.** This quote may also be faxed to (269) 337-8500 or emailed to cokpurchasing@kalamazoo.org.

STATEMENT OF NO QUOTE

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

- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Our schedule would not permit us to perform.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.
2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Request for Quote 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 quote shall be legally signed, and the complete address of the bidder given thereon.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received on or before the due date.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating quotes 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 quote.
5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.
6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
7. **INFORMAL COMPETITION**-The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.

QUOTE FORM

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

UPJOHN PARK FITNESS COURT

TOTAL LUMP SUM BID

Install concrete pad built to National Fitness Campaign specifications and drawings for Upjohn Park Fitness Court.

\$ _____

If your quotation is not returned and completed on this form it may be rejected.

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

Work shall start within _____ working days after receipt of notification by Contractor of Notice to Proceed and shall be completed within _____ calendar days thereafter.

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 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: _____

NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.

COVID-19 ADDENDUM #2

January 1, 2022

**TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:

Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:

- **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

- **Deliver your bid to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

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 by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig
Purchasing Division Manager

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 quote 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 proposal document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

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.

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

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

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____

2. Established: Year _____ Number of Employees: _____

3. Type of organization:
a. Individual: _____ b. Partnership: _____
c. Corporation: _____ d. Other: _____

4. Former firm name(s) if any, and year(s) in business:

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
 - 5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

 - 5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

 - 5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

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

Signed: _____ Name: _____
(type or print)
Title: _____ Date: _____

GENERAL REQUIREMENTS AND SPECIFICATIONS

1. **INTENT**

It is the intent of these plans and specifications to seek bids for entering into a contract for all direction, management, labor, materials, tools and equipment necessary to perform the Upjohn Park Fitness Court Concrete Pad as specified herein.

2. **SCOPE OF WORK**

The scope of work involves installing a concrete pad for the fitness court at Upjohn Park as stated in the attached specifications.

3. **PRICING**

Bid prices shall be firm for the duration of this contract and for any negotiated renewal thereof and shall constitute the only charge to the City.

4. **SUPERVISION**

The Department will designate an individual who will have general authority over the service provided and the authority to reject any items which do not conform to the contract requirements.

5. **INVOICING AND PAYMENTS**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo 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. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. **QUESTIONS**

Bidders shall address questions regarding the specifications to Patrick McVerry, Parks and Recreation Director at mcverryp@kalamazoocity.org or (269) 337-8147. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Monica Johnson, Buyer at johnsonm2@kalamazoocity.org or (269) 337-8603.

CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS

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 Division, 241 W. South Street, Kalamazoo, MI 49007.

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

CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS
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.

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 bid 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. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. INVOICING

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo 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. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

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 Director. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING DIRECTOR 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 acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, 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.
- 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.

Standard of Performance (cont.)

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 either listed in this contract or available by operation of law.

12. 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. Notwithstanding other provisions of this contract, the City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Notwithstanding other provisions of this contract, 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 8, DEFAULT).

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 cell phone, pager 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.

**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 C
FEDERAL PROVISIONS FOR CDBG PROJECTS

1. EQUAL EMPLOYMENT OPPORTUNITY

The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3. CLEAN AIR ACT (42 U. S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended

For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).

4. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6. CONFLICT OF INTEREST

The bidder certifies by their signature on the bid form that they have not participated in any arrangement or agreement with; nor offered anything of value to or received anything from an official or employee of the City that would tend to destroy or hinder free competition.

7. DRUG FREE WORKPLACE

The Contractor will continue to provide a drug-free workplace by:

- 7.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 7.2 Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs;and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 7.3 Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 7.4 Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 7.5 Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 7.6 Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 8.1 - 8.6.

8. THE CONTRACTOR AND ITS CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation [22.300](#)) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

9. ACCESS TO RECORDS

All records shall be accessible to the City at reasonable times and under reasonable conditions for the purpose of determining compliance with this Agreement. If the City desires to audit the Sub-recipient's books, it may do so and may, at its discretion, retain an independent certified public accountant (CPA) to audit the Sub-recipient's books to determine whether there is compliance with this Agreement and with federal, state, and local laws and regulations.

10. COPELAND "ANTI-KICKBACK" ACT CLAUSE

The Copeland "Anti-Kickback" Act prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

CITY OF KALAMAZOO

HUD SECTION 3 POLICY

GENERAL INFORMATION

What is the purpose of Section 3?

To ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses which provide economic opportunities to low- and very low-income persons.

Funding Programs Impacted

Most Housing and Urban Development (HUD) funded programs must meet the requirements of Section 3. Each program should be carefully reviewed to determine if Section 3 is applicable.

Who does it apply to?

- Recipient (City of Kalamazoo HUD funded activities)
- City Contractors and/or Subcontractors for HUD funded construction
- Subrecipients/developers receiving HUD grant funds from the City

Who will enforce it?

City of Kalamazoo

When does it apply (triggers)?

The requirements of Section 3 apply:

- To the entire project that is funded, regardless of whether the activity is fully or partially funded, with Section 3 covered assistance.
- If it is necessary to hire new workers or contract work out to complete the contracted job.

What is a Section 3 Resident?

A Section 3 Resident must:

- Reside in the metropolitan area or non-metropolitan area in which the Section 3 covered assistance is expended.
- Be low income with a gross household income less than 80% of the area median income as established by HUD.

Income limits can be found at: <http://www.huduser.org/portal/datasets/pdrdatas.html>

What is a Section 3 Business?

A Section 3 Business is one of the following:

- Businesses that are 51 percent or more owned by Section 3 Residents;
- Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of first employment with the firm were Section 3 Residents; or
- Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

NUMERICAL GOALS

The City of Kalamazoo will make every effort to meet the following goals established by HUD through 24 CFR 135.30 when contracting for projects or hiring positions that are funded by HUD and for which Section 3 is applicable:

1. New hires – 30 percent of all new hires funded with HUD grant monies will be Section 3 Residents.
2. Contracts
 - 10 percent of total dollar amount of all Section 3 covered construction contracts.
 - 3 percent of total dollar amount of all other Section 3 non-construction covered contracts.

PREFERENCE POLICY (*pending Commissioner Approval*)

Preference shall be given to Section 3 Businesses when awarding contracts, funded in whole or in part, by HUD grant monies according to the following system:

1. When a Section 3 covered contract is to be awarded based upon the lowest price of a responsive and responsible bidder, the following shall apply in order of preference:
 - a. The contract shall be awarded to the lowest bid of the most responsive and responsible Section 3 Business located in one of the CDBG eligible Census tracts and if their bid is no more than 10 percent higher than the lowest accepted bid.
 - b. The contract shall be awarded to the lowest bid of the most responsive and responsible Section 3 Business if their bid is no more than 10 percent higher than the lowest accepted bid.
 - c. If no responsive bid by a qualified Section 3 Business is within 10 percent of the lowest accepted bid, the award shall be made to the lowest bid.
2. Where a Section 3 contract is to be awarded based on factors other than price:
 - a. The request for proposals must clearly define the professional services needed, identifying all qualifications to be considered including price.
 - b. A rating system for the assignment of points shall be included in the request for proposals to evaluate the qualifications of the proposal.
 - c. 10 percent of the total number of rating points will be set aside for Section 3 Businesses located within an eligible CDBG Census tract and five percent shall be set aside for Section 3 Businesses located outside eligible Census tracts.
 - d. The contract shall be awarded to the most responsive and responsible firm whose proposal is the most advantageous considering price and all other factors specified in the rating system.

ADDITIONAL REQUIREMENTS

1. Section 3 Businesses:

- a. The opportunity to register and apply as a Section 3 Business will be a part of the initial pre-bid meeting as well a part of the bid package. Section 3 certification forms for both the business and resident will be a part of the bid package.
- b. Organizations claiming to be a Section 3 Business are required to complete the necessary certifications and include them with their bid package to be considered for the preference policy. *Certification as a Section 3 Business must be notarized.*

2. Section 3 Residents:

Section 3 Residents must fill out the required resident form and be able to provide proof, if requested.

3. Requirements of the Contractor/Business:

- a. Actively recruit Section 3 Residents for positions required to fulfill their contract.
- b. Verify eligibility of potential employees.
- c. Report to City the total number of employees working on the HUD-assisted project.
- d. Report to City the total number of employees working on the HUD-assisted project that meet Section 3 requirements.
- e. Report to City the total number of new hires/trainees hired to work on the HUD-assisted project and grant that meet Section 3 requirements.
- f. Report to City the efforts made to direct employment and other economic opportunities generated by HUD funding to Section 3 Residents and Businesses.

4. Filing Complaints:

Any Section 3 Resident, Business or City of Kalamazoo resident may file a complaint alleging noncompliance with Section 3. Complaints should be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC 20410.

5. Failure to Comply:

The City of Kalamazoo will not enter into an agreement with a contractor found to be in violation of applicable statutes and /or HUD regulations

Sanctions include:

- a. Debarment (if contractor)
- b. Suspension of funds
- c. Limited denial of participation in HUD funded programs

6. City of Kalamazoo Reporting Requirements:

The City of Kalamazoo Community Planning and Development Department is required to provide the Section 3 Summary Report (form 60002) to the U. S. Department of Housing and Urban Development on an annual basis.

City of Kalamazoo
HUD SECTION 3 BUSINESS AFFIDAVIT
Businesses Claiming Status as a Section 3 Business

NAME OF BUSINESS:

ADDRESS OF BUSINESS:

CONTACT PERSON:

TELEPHONE NUMBER/ E-MAIL ADDRESS:

LOCAL JURISDICTION AND PROJECT

NAME _____

DEFINITIONS:

Section 3 Business is a business that meets one of the following criteria:

- a) A business where at least 51 percent is owned by Section 3 residents; or
- b) A business where at least 30 percent of the permanent, full-time employees are currently Section 3 residents, or within three years of the date of first employment with the business were Section 3 residents; or
- c) A business that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications set forth in paragraphs (a) or (b) above.

Section 3 Area Resident is defined as follows:

- a) A public housing resident; or
- b) An individual who resides in the project area (local jurisdiction) and who is considered a low-income person as defined by HUD (any person with a gross household income less than 80 percent of the area median income, which is adjusted for household size).

FY2019 Income Limits

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Kalamazoo-Portage, MI MSA	\$73,900	Very Low (50%) Income Limits (\$) Explanation	25,900	29,600	33,300	36,950	39,950	42,900	45,850	48,800
		Extremely Low Income Limits (\$)* Explanation	15,550	17,750	21,330	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	41,400	47,300	53,200	59,100	63,850	68,600	73,300	78,050

SECTION 3 BUSINESS STATUS:

1. Type of Business:
 - Corporation
 - Partnership
 - Sole Proprietorship
 - Joint Venture

2. Type of Section 3 Business:
 - 51 percent owned by Section 3 residents
 - 30 percent of employees are Section 3 residents
 - 25 percent of subcontracts will go to Section 3 businesses

3. For business claiming Section 3 status where 51 percent is owned by Section 3 residents attach a list of Section 3 owners and their percentage of ownership in the business.

4. For business claiming Section 3 status where at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business attached the following:
 - a. List of all current full-time employees
 - b. List of all employees claiming Section 3 status and date of employment

5. For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business attach a list of subcontracted Section 3 businesses, how they qualify as a Section 3 business and the subcontract amount.

VERIFICATION:

Under penalty of perjury, I certify that I am the _____ (Title)
of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have
personal knowledge of the certifications made in this affidavit and that the same are true.

Name (*signature*)

Name (*printed*)

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____,

Notary Public

My Commission Expires: _____



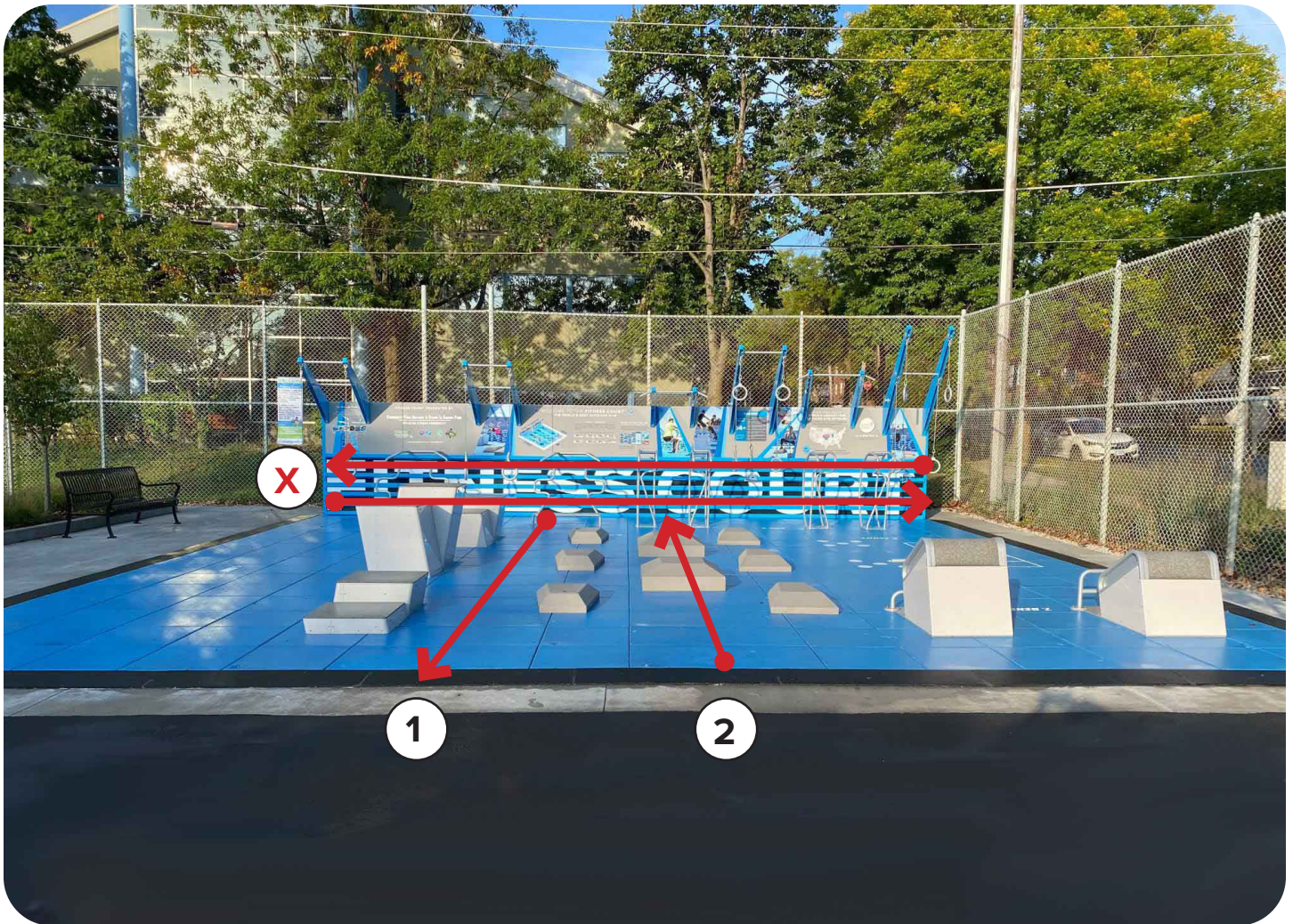
Ideal Scenarios & Drawings

Upjohn Park Fitness Court Concrete Pad

Bid Reference #: 91244-022.0

Fitness Court: **CONCRETE SLAB POUR**

Ideal Scenarios for Drainage + Site Grading



- 1 Ideal/ Preferred Scenario**
 - Grade a 1% slope pitched away from the wall to maintain positive drainage and sheet flow effect.
 - Regrading of the surrounding site area might be necessary to achieve this preferred layout.
- 2 Secondary Scenario**
 - Grade a 1% slope pitched towards the wall. Water will flow underneath the wall in this situation.
 - Not a preferred solution but can be approved in certain situations.
- X Scenario to Avoid**
 - Do not grade the concrete at a 1% slope pitched parallel to the wall, going to the left or right.
 - The back wall needs to be installed on a flat surface.
 - If the concrete is pitched either to the left or the right, it will cause alignment issues when the wall is installed, and when the push ladders are installed which are bolted to the wall and Fitness Court sports floor.

SLAB NOTES

NOTES: (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

CONCRETE:

- ALL SLAB CONCRETE TO BE 4,000 PSI AT 28 DAYS (CONCRETE STRENGTH REQUIREMENT). A HIGH EARLY MIX MAY BE UTILIZED ONLY IF THE MIX DESIGN IS APPROVED BY THE ENGINEER.
- CEMENT SHALL CONFORM TO ASTM C 150, TYPE II.
- FINE AGGREGATE SHALL CONFORM TO ASTM C 33.
- COARSE AGGREGATE SHALL BE GRAVEL OR CRUSHED STONE CONFORMING TO ASTM C 33. COARSE AGGREGATE FOR FLOOR SLAB SHALL NOT EXCEED 1-1/2" AT ITS MAXIMUM WIDTH.
- WATER SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIES, ORGANIC MATERIALS OR DELETERIOUS SUBSTANCES.
- AIR ENTRAINING ADMIXTURE SHALL CONFORM TO ASTM C 260.
- CALCIUM CHLORIDE ADMIXTURES, THIOCYANATE ADMIXTURES OR ANY ADMIXTURES CONTAINING MORE THAN 0.5% CHLORIDE IONS ARE NOT PERMITTED.
- REINFORCING STEEL AND CONCRETE TO BE PLACED IN ACCORDANCE WITH ACI 318 LATEST EDITION.
- THE ALLOWABLE CONCRETE SLUMP SHALL BE 3" PLUS OR MINUS 1/2" UNLESS SUPERPLASTICIZERS ARE USED. THE ENGINEER SHALL APPROVE SUPERPLASTICIZER USE.
- AS REQUIRED BY OWNER, SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C 143.
- NO CONCRETE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS BELOW 40° F WITHOUT PERMISSION OF THE ENGINEER.
- THE ENGINEER OR THE OWNER MAY ACCEPT OR REJECT ANY WORK THAT DOES NOT MEET THE REQUIREMENTS OF THESE NOTES OR THE PROJECT DRAWINGS.
- AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE CYLINDERS.
- AS REQUIRED BY OWNER, COMPRESSIVE STRENGTH OF THE CONCRETE CYLINDERS SHALL BE TESTED AT 3 DAYS, 7 DAYS AND 28 DAYS. APPROPRIATE NUMBER OF CYLINDERS SHALL BE COLLECTED TO PERFORM THE TESTING. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 39.
- SLAB TO BE POURED IN EITHER 20 FT X 20 FT SECTIONS (MAX) OR PROVIDE 1/2" SAW CUT CONTRACTION JOINTS AT 20 FT MAXIMUM SPACING. SAW CUT JOINTS TO BE MADE AS SOON AS THE CONCRETE HAS CURED SUFFICIENTLY TO ALLOW THE WORK WITHOUT DAMAGING THE CONCRETE.
- CONFIRM ANCHOR PLACEMENT PRIOR TO CUTTING JOINTS. ENSURE 3" CLEARANCE BETWEEN ANCHOR CENTERS AND JOINT AND CUT JOINTS AS SHOWN ON PLAN VIEW.
- PROVIDE 4" TO 6" OF CRUSHER RUN GRAVEL AS SHOWN IN SECTION DETAIL.
- SOIL TO BE COMPACTED TO MEET THE REQUIREMENTS OF 95% MODIFIED PROCTOR.

REINFORCEMENT

- INSTALL SLAB REINFORCING 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION.
- INSTALL ADDITIONAL / UPGRADED REINFORCEMENT AS REQUIRED BY LOCAL CODE.
- REINFORCING TO BE NEW BILLET STEEL MEETING THE REQUIREMENTS OF ASTM A615 GRADE 60.
- PROVIDE VAPOR BARRIER BELOW THE SLAB AS REQUIRED BY LOCAL CODE AND CONDITIONS.

CONCRETE FINISHING NOTES:

- THE FINISHED CONCRETE SURFACE SHOULD BE SLOPED AWAY FROM THE WALL. THE SURFACE SLOPE SHOULD BE 1/8" PER 12".
- THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 3/16" OVER 10'.
- THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.
- IMPORTANT: FLOORING INSTALLATIONS REQUIRE A **28 DAY CURE TIME** AFTER CONCRETE PLACEMENT. FLOORING INSTALLATIONS CAN BE ACCELERATED WITH AN APPLICATION OF "SPRAYLOCK" PRODUCT. SCP 327 OR EQUIVALENT IS REQUIRED. THE SPRAYLOCK PRODUCT WILL ALLOW FLOORING INSTALLATION AS SOON AS 14 DAYS AFTER CONCRETE PLACEMENT AND SPRAYLOCK APPLICATION. CONFIRM PRODUCT SELECTION WITH THE MANUFACTURER. APPLY SPRAYLOCK PRODUCT THE DAY OF THE CONCRETE PLACEMENT PER MANUFACTURER'S INSTRUCTIONS.

ANCHOR NOTES:

- FIELD VERIFY ALL ANCHOR LOCATION DIMENSIONS AND PATTERNS PRIOR TO DRILLING. SEE FITNESS COURT INSTALLATION INSTRUCTIONS FOR ANCHOR LOCATIONS.
- DRILL THROUGH TILE FLOOR (1" TILE THICKNESS) WHERE NECESSARY WITH APPROPRIATE DRILL BIT TO MATCH ANCHOR HOLE IN CONCRETE.
- SEE ANCHOR DETAILS FOR APPLICABLE CONCRETE EMBEDMENT DEPTH AND HOLE DIAMETER.
- STAINLESS STEEL MUST BE USED WHERE SPECIFIED.
- COMPONENTS SPECIFIED AS HOT-DIP GALVANIZED MAY BE SUBSTITUTED WITH 304 SS COMPONENTS.
- WHEN INSTALLING ANCHORS, TAKE CARE TO USE THREAD PROTECTORS TO PREVENT THREAD DAMAGE.

GENERAL

- SITE PREPARATION REQUIREMENTS AND CONCRETE SLAB DESIGN SHOULD BE REVIEWED BY LOCAL CIVIL OR SOILS ENGINEER TO CONFIRM SUITABILITY BASED UPON SITE SPECIFIC NEEDS AND CONDITIONS.

THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.

ANCHOR BILL OF MATERIAL			
ITEM	QTY	DESCRIPTION	NOTES
ANCHOR A	30	WALL ANCHOR	SEE ANCHOR DETAILS
ANCHOR B	28	DROP-IN ANCHOR	SEE ANCHOR DETAILS
ANCHOR C	48	MECHANICAL ANCHOR	SEE ANCHOR DETAILS
ANCHOR EPOXY	AS REQ'D	HILTI HIT-HY 200 FOR WALL ANCHORS (SEE ANCHOR DETAILS RE: ALTERNATE EPOXY)	SEE ANCHOR DETAILS

INSTALLATION SEQUENCE

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

- REVIEW ALL DRAWINGS INCLUDING ALL NOTES TO BECOME FAMILIAR WITH SEQUENCE AND DETAILS.
- DURING INSTALLATION SEQUENCE, REFER TO AND COMPLY WITH APPLICABLE NOTES.
- PREPARE AREA BELOW SLAB WITH COMPACTED SOIL AND GRAVEL PER PREP SECTION DETAIL VIEW ON REINFORCEMENT / PREP DETAIL DRAWING.
- BUILD FORMS FOR OUTER PERIMETER OF THE SLAB WITH DIMENSIONS PER SLAB PLAN AND SELECTED WIDTH OF OUTER BAND AROUND FITNESS COURT AREA.
- INSTALL REINFORCEMENT STEEL PER THE REINFORCEMENT /PREP DETAIL DRAWING.
- PLACE SPECIFIED CONCRETE PER THICKNESS SHOWN IN SECTION A-A OF CONCRETE SLAB PLAN & CROSS-SECTION DRAWING.
- FINISH CONCRETE TO THE SLOPE SPECIFIED FOR DRAINAGE.
- TILE FLOOR SHOULD BE INSTALLED PRIOR TO INSTALLING ANCHORS IN THE TILE FLOOR AREA.
- PLACE ANCHORS PER WALL ANCHOR LOCATIONS DRAWING AND FLOOR ANCHOR LOCATIONS DRAWING AS SHOWN IN THE FITNESS COURT INSTALLATION INSTRUCTIONS. ANCHOR LOCATION DIMENSIONS ARE ORDINATE DIMENSIONS MEASURED FROM THE UPPER LEFT CORNER OF THE TILE FLOOR. CONFIRM CORRECT DIMENSIONS ARE USED FOR PLACING ANCHORS.
- REFER TO ANCHOR DETAILS FOR TILE DRAWING FOR ANCHOR DRILLING DIAMETER AND DEPTH.
- NOTE: WHEN DRILLING HOLES FOR ANCHORS, MAKE SURE THE HAMMER DRILL IS VERTICAL.**
- DRILL HOLES IN TILE AND IN CONCRETE FOR ANCHORS USING THE METHOD(S) AS OUTLINED IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR HOLE PLACEMENT.
- NOTE: PLYOBOX AND BEND STATION TEMPLATES WILL REQUIRE **REUSE** TO LOCATE ALL ANCHORS. REFER TO TEMPLATE NOTES IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR DETAILS OF SUPPLIED TEMPLATES.
- INSTALL EPOXY ANCHORS TO THE DEPTH INDICATED UTILIZING THE SPECIFIED EPOXY AND THE MANUFACTURER'S EPOXY INSTALLATION INSTRUCTIONS.
- INSTALL MECHANICAL ANCHORS TO THE DEPTH INDICATED. **BE CAREFUL TO AVOID INSTALLING ANCHORS TOO DEEP FOR THE BEND STATIONS.**



NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, CA

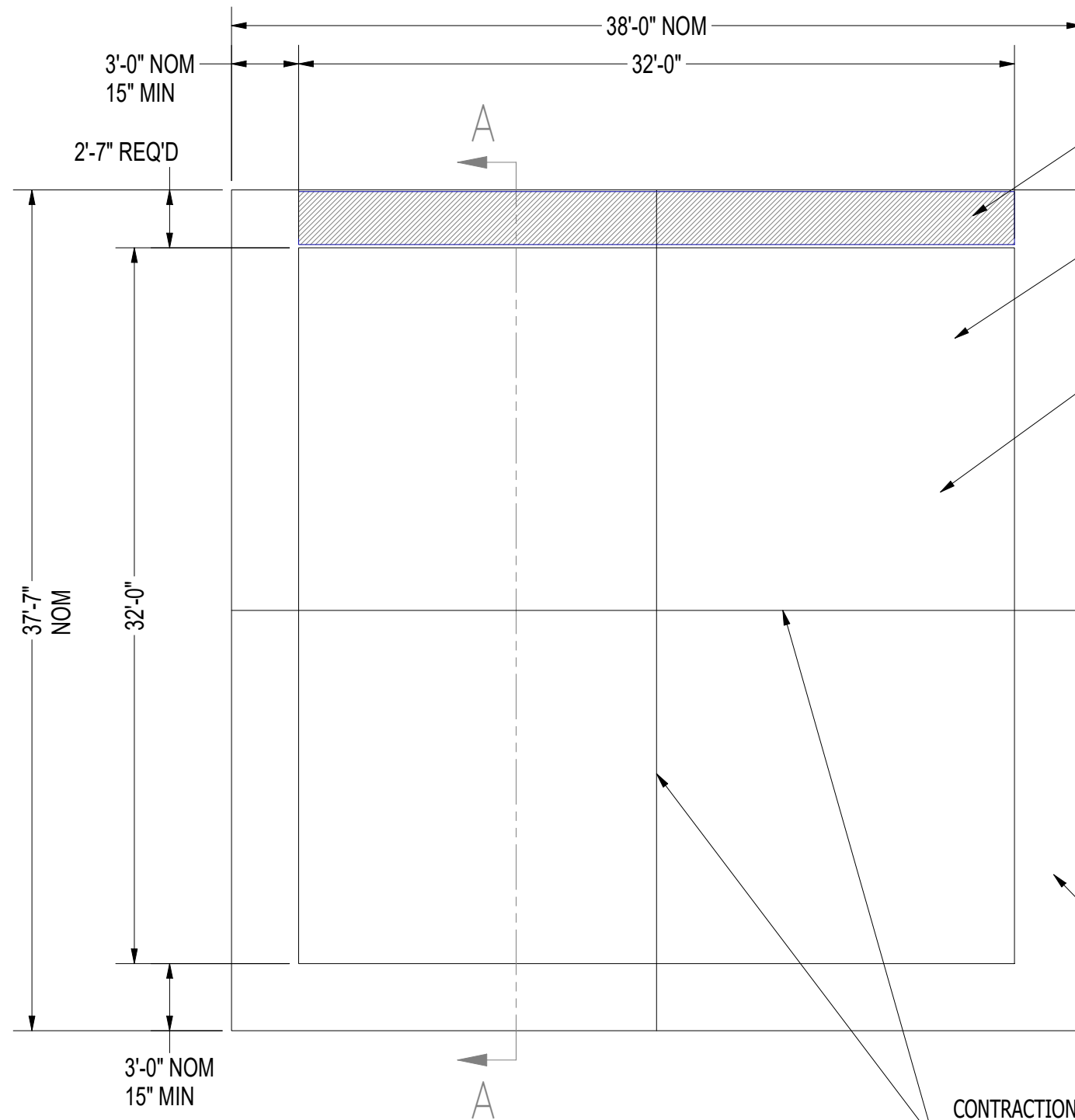
DATE: 3/9/2022

BY: MAXIMUS INNOVATIONS

NAME: TILE SLAB
REV: 7.2 PAGE 1/4

CONCRETE SLAB PLAN & CROSS-SECTION

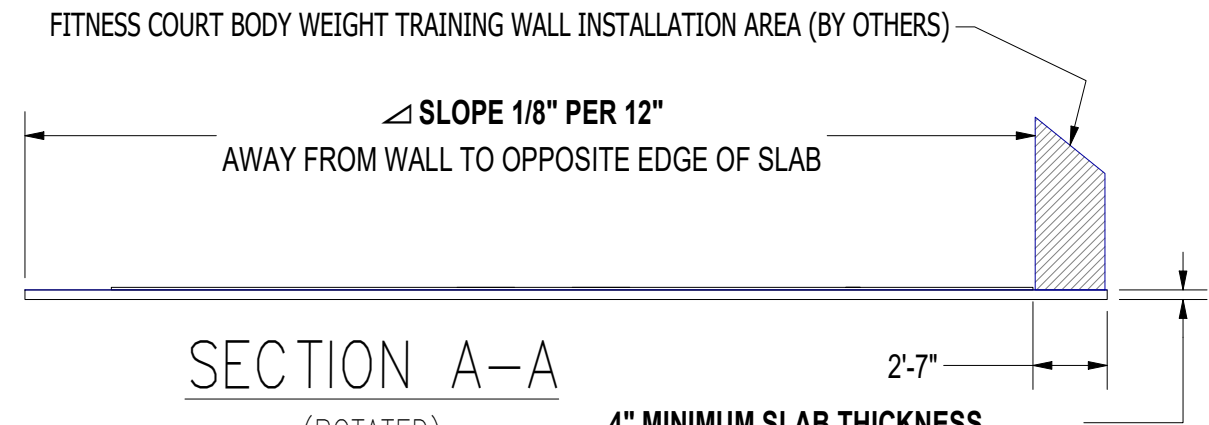
(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



FITNESS COURT BODY WEIGHT TRAINING WALL INSTALLATION AREA (BY OTHERS).

FITNESS COURT TILED EXERCISE FLOOR AREA (BY OTHERS).

THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 3/16" OVER 10'. THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.

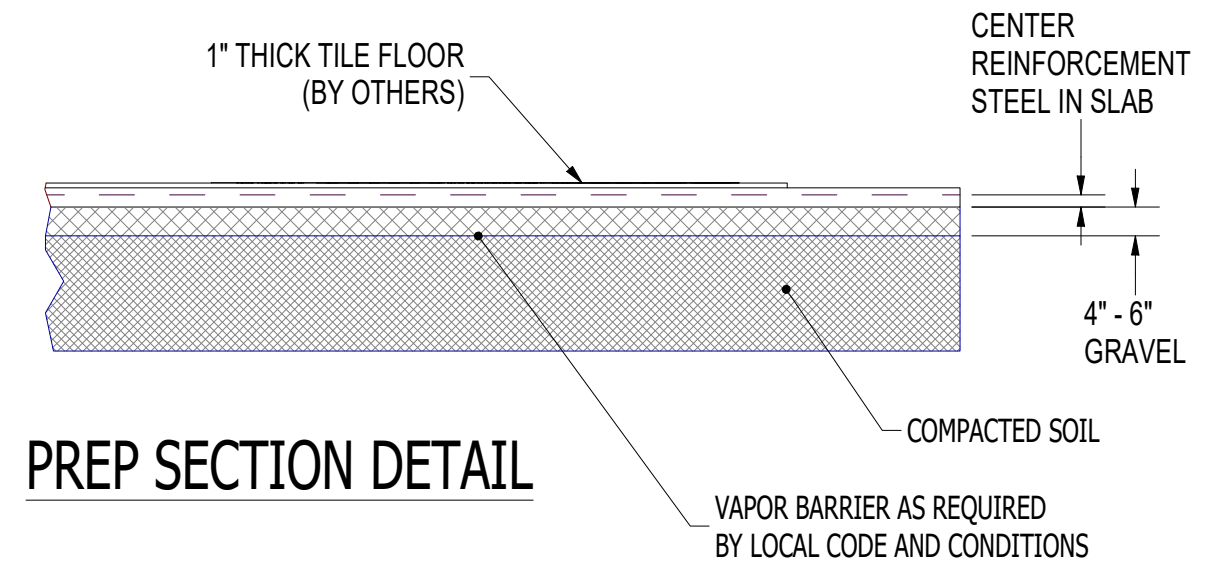
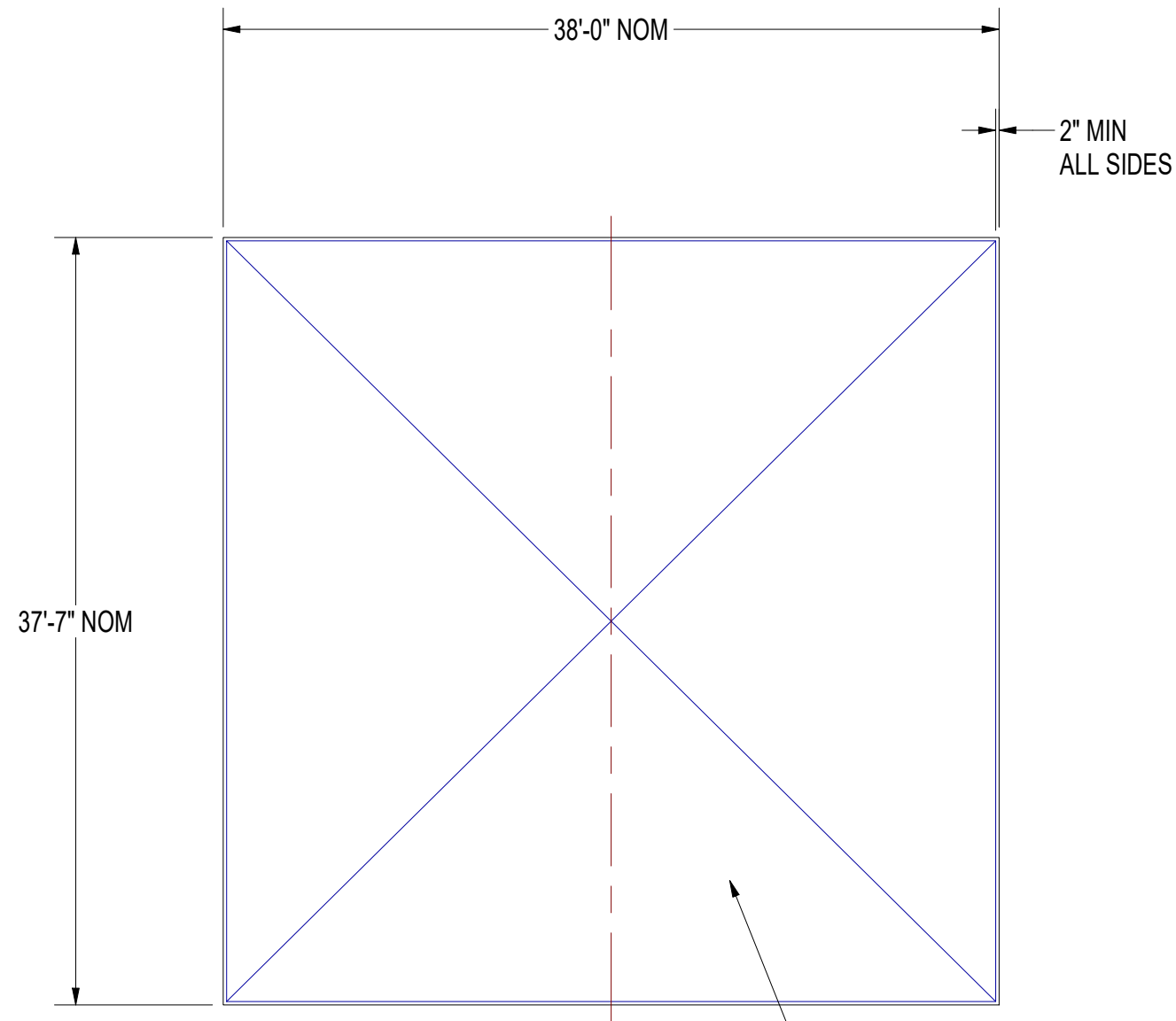


CONTRACTION JOINTS APPROXIMATELY CENTERED (JOINTS MAY BE CUT OR SCORED)

SLAB SIZE MAY BE ADJUSTED TO PROVIDE THE BAND WIDTH SHOWN AROUND THE PERIMETER OF THE TILED COURT SURFACE. A NARROW 15" BAND MAY BE UTILIZED WITH A SHADE STRUCTURE. ANY SHADE STRUCTURE (BY OTHERS) SHALL HAVE ITS OWN INDEPENDENT FOUNDATIONS.

REINFORCEMENT / PREP DETAIL

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

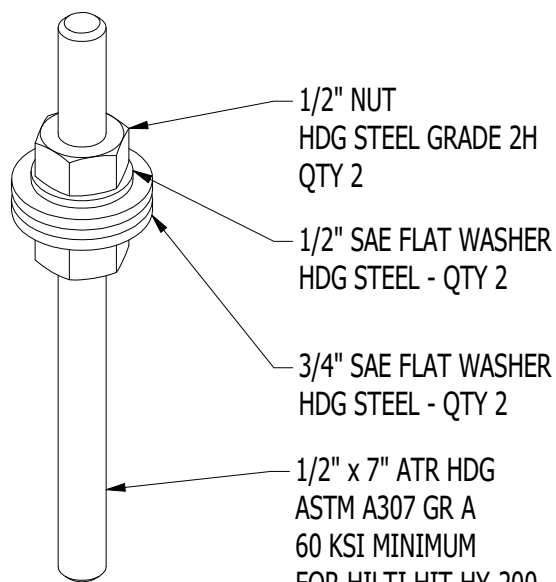
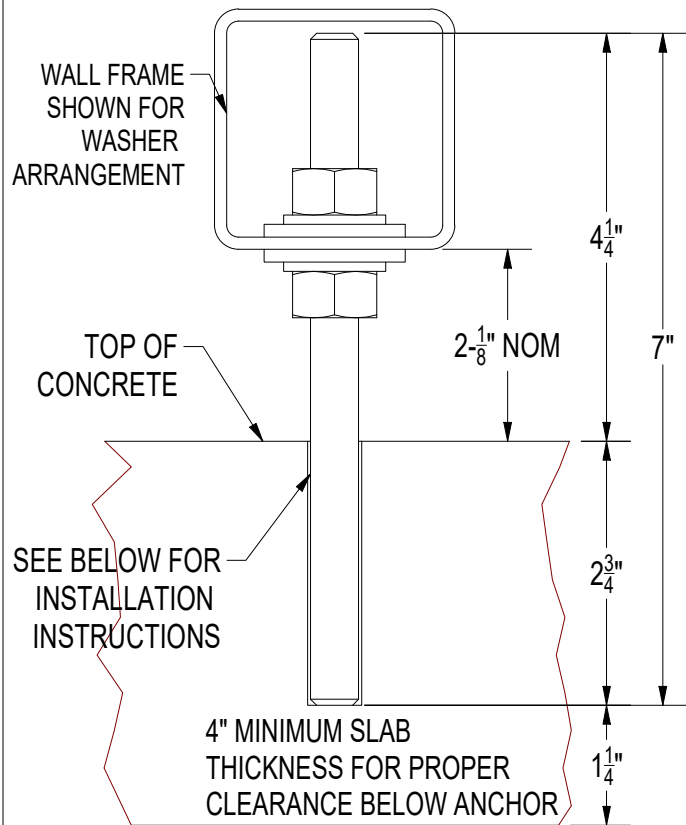


PREP SECTION DETAIL

REINFORCING TO BE 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION. INSTALL ADDITIONAL REINFORCEMENT AS REQUIRED BY LOCAL CODE.

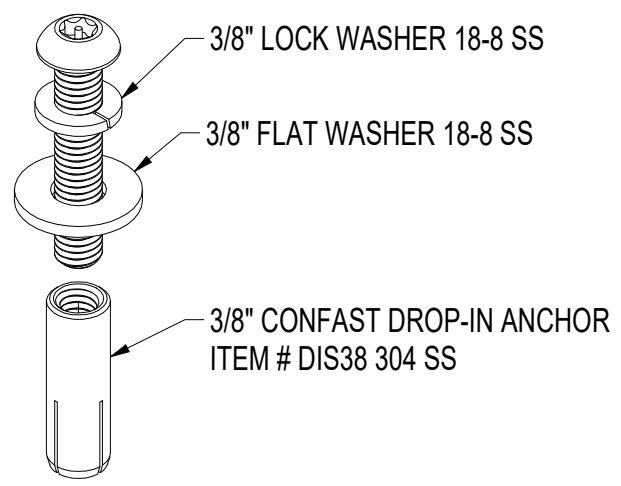
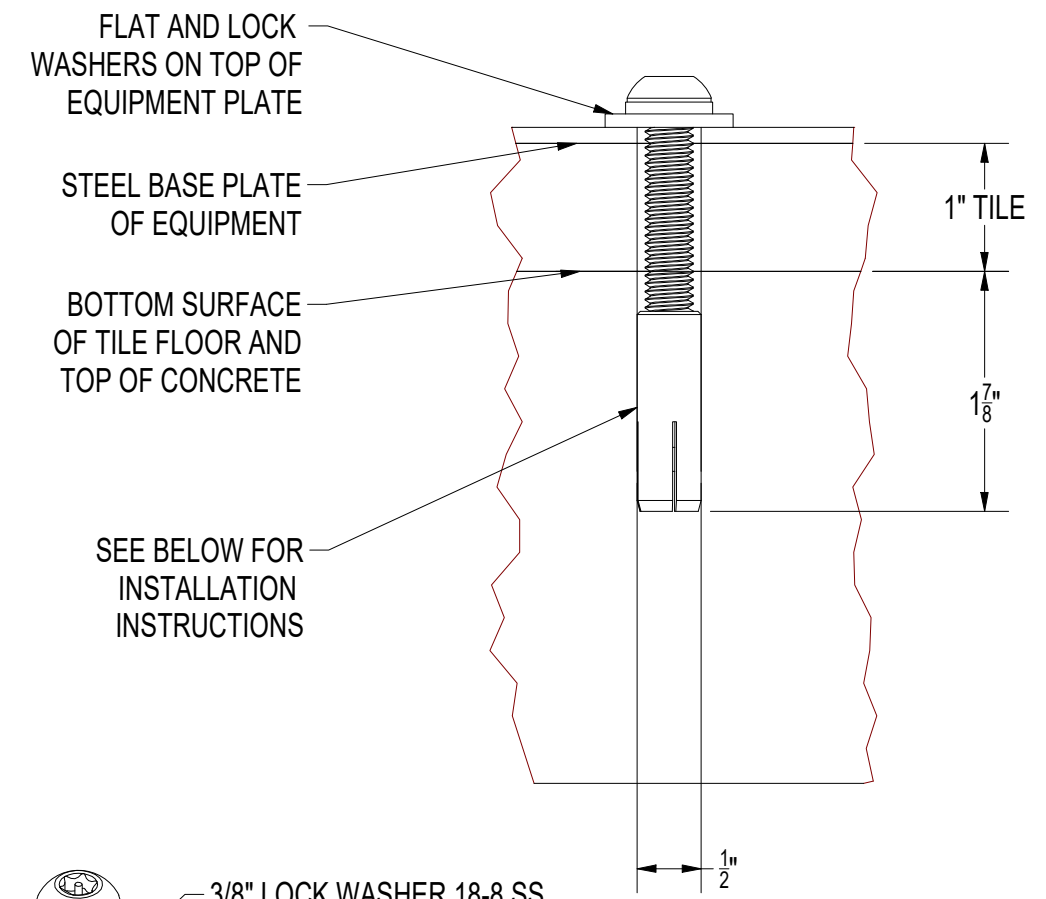
ANCHOR DETAILS FOR TILE

APPLIES TO TILE INSTALLATION ONLY.
REQUEST ALTERNATE DRAWING FOR POUR-IN-PLACE.
(ALSO SEE ANCHOR NOTES ON SLAB NOTES DRAWING)



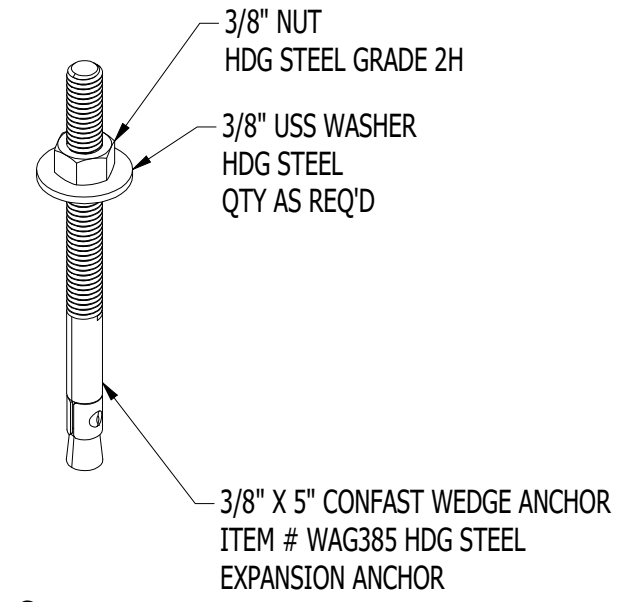
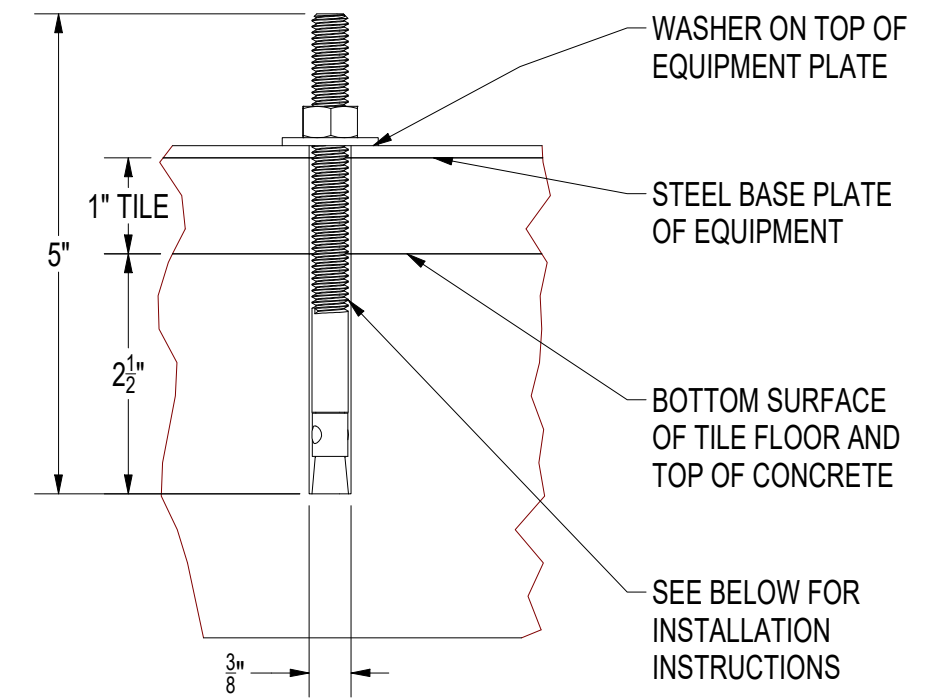
ANCHOR A
WALL ANCHOR

DRILL 9/16" HOLE IN CONCRETE FOR 2-3/4" EMBEDMENT



DRILL 1/2" HOLE IN CONCRETE FOR 1 - 9/16" EMBEDMENT

ANCHOR B
DROP-IN ANCHOR



DRILL 3/8" HOLE IN CONCRETE FOR 2-1/2" EMBEDMENT

ANCHOR C
MECHANICAL ANCHOR

ANCHOR HOLE INSTRUCTIONS

1. DRILL HOLES FOR ANCHORS TO SPECIFIED DIAMETER AND DEPTH
2. USE COMPRESSED AIR TO REMOVE CONCRETE DUST AND DEBRIS FROM HOLES PRIOR TO ANCHOR INSTALLATION
3. REFER TO FITNESS COURT INSTALLATION INSTRUCTIONS FOR ADDITIONAL ANCHOR INSTALLATION STEPS

ANCHOR A EPOXY NOTE:

ANCHOR A MUST BE INSTALLED WITH THE ANCHOR EPOXY SPECIFIED OR ACCEPTABLE ALTERNATE. HILTI HY-200 IS RECOMMENDED. ALTERNATE EPOXY SIMPSON SET-XP IS ACCEPTABLE FOR NEW UNCRACKED CONCRETE ONLY. ALTERNATE EPOXY SIKA ANCHORFIX-2 IS ACCEPTABLE FOR NEW, UNCRACKED CONCRETE ONLY. FOLLOW EPOXY MANUFACTURER'S INSTALLATION PROCEDURES.

THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.



NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

DATE: 3/9/2022
BY: MAXIMUS INNOVATIONS
NAME: TILE SLAB
REV: 7.2 PAGE 4/4



Public GIS Web Map

Upjohn Park Fitness Court Concrete Pad

Bid Reference #: 91244-022.0

Search Properties and Plac

