



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, April 20, 2020

7:00 PM

Electronic Meeting

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. Earth Day Week

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC HEARINGS

F. PUBLIC COMMENT

G. CONSENT AGENDA

(Action: Motion to approve items “1-15”, postpone item “16” until May 4, 2020, and authorize the City Manager to sign all documents on behalf of the City)

1. Approval a contract with Rieth-Riley Construction for Asphalt Paving Materials for the 2020 season in the amount of \$996,000.

2. Authorization for the City Manager to enter into contracts with ice control salt suppliers as awarded by the State of Michigan for the 2020-2021 winter season requirements in an amount not to exceed \$500,000.
3. Approval of a change order to a professional services contract with Hubbell, Roth, and Clark Inc. in the amount of \$39,000 to allow the continued provision of engineering services for design work on the Howard Pathway Project.
4. Approval of a contract with Unique Paving Materials, Corp. for asphalt patching materials for the 2020 season in the amount of \$221,100.
5. Approval of a contract with Scrubair Systems, Inc. for the central air stripper media replacement project in the amount of \$278,670.
6. Approval of a one-year contract extension with PVS Nolwood Chemicals, Inc. for the purchase of fluorosilicic acid in the amount of \$106,500.
7. Approval of a professional service agreement with the Peerless-Midwest Company to perform well rehabilitation and associated maintenance in 2020 in the amount of \$170,200.
8. Approval of a one-year contract extension with Republic Services of West Michigan for the rental, placement, and removal of roll-off containers and disposal of all street sweeping materials deposited in those containers in the amount of \$210,240.
9. Approval of a Professional Service Agreement with Hurley & Stewart, LLC for professional design engineering services related to the Parkview Avenue improvements, from Tamsin Avenue to Oakland Drive, in the amount of \$100,400.
10. First reading of an ordinance to approve text amendments to Chapter 50, The Zoning Ordinance; and set a public hearing for May 4, 2020.
11. Approval and acceptance of an easement with Texas Township for water main and an access road planned to be installed as part of the 6th Street South Tank and Water Main Extension Project.
12. Approval and acceptance of an easement with Bronson Methodist Hospital for water main installed as part of the Bronson Primary Care – Richland Construction Project.

13. Approval and acceptance of an easement with Friendship Village – Kalamazoo for water main installed as part of the Persianwood Construction Project.
14. Approval of the Mayor's reappointment of **Alfonso Espinosa** and **Sakhi Vyas** to the Planning Commission for terms expiring on March 31, 2023.
15. Approval of the reappointments of **Chris Flach** and **Matt Lager** to the Zoning Board of Appeals for terms expiring on March 31, 2023.
16. Approve the purchase of 447 East Stockbridge Ave from the County Land Bank in the amount of \$9,882. (*Postpone until May 4, 2020*)

H. REGULAR AGENDA

1. Adoption of a RESOLUTION authorizing the Community Outreach Prevention and Education (COPE) Network to engage in a Needle Exchange Program for a period of two years. (**Action: Motion to adopt the resolution**)

I. REPORTS AND LEGISLATION

1. City Manager's Report

J. UNFINISHED BUSINESS

K. POLICY ITEMS

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

Get news, information, and alerts from the City of Kalamazoo. Sign up at www.kalamazoocity.org/connect, follow @KalamazooCity on Twitter, and search for The City of Kalamazoo on Facebook.

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazoocity.org

The Kalamazoo City Commission business meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). Business meetings are also web streamed live on the City's YouTube channel at <https://goo.gl/Q6DW37>. Public Media Network rebroadcasts these meetings on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m. Recorded meetings are also available on-demand on the YouTube channel.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.1.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Anthony Ladd, PE, Acting Public Works Division Manager

DATE: April 20, 2020

SUBJECT: 2020 Asphalt Paving Materials (Bid Ref# 74507-017.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Rieth-Riley Construction for Asphalt Paving Materials for the 2020 season, in the amount of \$996,000.00.

BACKGROUND:

Bids were opened on March 12, 2020 at 3:00 p.m. for 2020 Asphalt Paving Materials, with Rieth-Riley being the lowest responsive bidder. The Department of Public Services started bringing the paving of Local Streets in-house in 2017 and has expanded the program to include the paving of Major Streets as well. Utilizing this construction delivery method, the Department of Public Services acts as the General Contractor and bids subordinate work such as cold milling, raw materials and trucking while performing the paving operations and millings, clean-up, and removal. With City crews acting as the General Contractor and self-performing work, limited funding is stretched further, allowing for additional annual paving.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Asphalt Surface Replacement

Strategic Goal Impact:
Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The funding for the project is available in the City's 2020 Local Streets Capital Improvement and Major Streets Capital Improvement Budgets. The allocation to projects is determined based on the amount of materials used.

BID RESULTS SUMMARY

PROJECT: Asphalt Paving Materials

DATE: March 24, 2020

BIDDERS SOLICITED: 20

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 4

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 74507-017.0

MBE/WBE AWARDED: No

ISSUE DATE: March 3, 2020

BID OPENING: March 12, 2020

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Rieth-Riley Construction	\$ 996,000.00	Kalamazoo, MI
Michigan Paving & Materials	\$1,009,600.00	Jackson, MI
Wyoming Asphalt	\$1,190,000.00	Plainwell, MI

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



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

INVITATION FOR BIDS (IFB)

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

Project Name: Asphalt Paving Materials

Bid Reference #: 74507-017.0

IFB ISSUE DATE: February 18, 2020

BID DUE/OPENING DATE: March 12, 2020 at 3:00 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: **Anthony Ladd, Assistant City Engineer at (269) 337-8717**

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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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 by Fax machine will not be accepted.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (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 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.

**SECTION II
BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to furnish the City's requirements of plant mixed hot mix asphalt paving materials as specified herein at the following prices:

<u>ITEM</u>	<u>EST. USAGE</u>	<u>MATERIAL SPECS</u>	<u>PRICE PER TON</u>	
1	20,000 tons	36A	\$ 43.75	\$ 875,000.00
2	2,000 tons	13A	\$ 40.50	\$ 81,000.00
3	100 tons	AE-NT	\$ 400.00	\$ 40,000.00
TOTAL for ITEMS 1-3 \$ 996,000.00				
4	1,000 tons	Credit for milled material returned (by City truck) for recycling (CREDIT)	\$ 4.00	
5	See Note Below	An hourly CREW COST for paving. This shall include self-propelled paver and 8-12 ton roller.	\$ 1,100.00/hr.	
6	See Note Below	Flow Boy or equivalent Hourly cost, truck & driver	\$ 165.00/hr.	

NOTE: An estimated amount of time is not included as this service is intended for special jobs not suited to our own equipment, or equipment being broken down during a critical time of the paving phase of any street job.

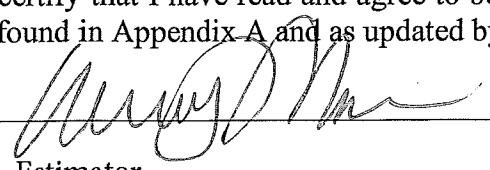
Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

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.**

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: William P. Masura

Title: Estimator

BIDDERS QUESTIONNAIRE

Bidders shall supply the following information - FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID AS NON-RESPONSIVE.

1. Location of manufacturing plant: 911 Hatfield Ave., Kalamazoo, MI 49001
2. Normal operating hours: 7:00 A.M. to 5:00 P.M.
Days of week: Monday through Friday
3. Indicate which items are normally stocked, advance notification required to prepare each type of mix or to secure a paver and crew or a flow boy and driver, and minimum order quantities if applicable.

<u>TYPE</u>	<u>STOCKED</u>	<u>ADVANCE NOTICE</u>	<u>MIN. QUANTITY</u>
36A, Mod.	<u>As Needed</u>	<u>1 day</u>	<u>Any</u>
13A, Mod.	<u>As Needed</u>	<u>1 day</u>	<u>Any</u>
AE - NT	<u>As Needed</u>	<u>1 day</u>	<u>Any</u>
Crew and equipment for paving		<u>1 week</u>	<u>N/A</u>
Flow Boy (truck & driver)		<u>1 week</u>	<u>Any</u>
4. Contact person: <u>Colin Klett</u>		Telephone No. <u>269-330-1509</u>	

FIRM NAME: Rieth-Riley Construction Co., Inc.

**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: Rieth-Riley Construction Co., Inc.

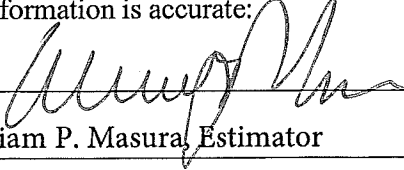
Street Address of Business: 911 Hatfield Ave

City, State, and Zip Code: Kalamazoo, MI 49001

Number of employees working in Kalamazoo County: 20

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

The above information is accurate:

Signature: 

Date: 3-12-2020

Title: William P. Masura, Estimator

Revised April 2008

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

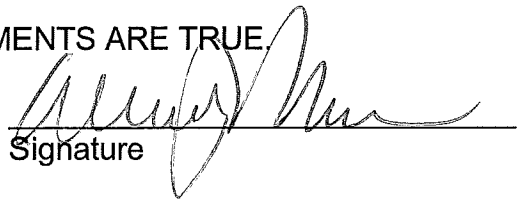
Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- ☐ 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

3-12-2020

Date


Signature

William P. Masura

Printed Name

Estimator

Position

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.

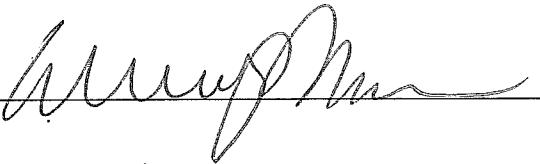
The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide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

Tax Identification Number (Federal ID): 35-0918397

Remittance Address: 1589 Townline Rd, Benton Harbor, MI 49022

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

SIGNED: _____



NAME: William P. Masura
(Type or Print)

TITLE: Estimator

DATE: 3-12-2020

FIRM NAME: Rieth-Riley Construction Co., Inc.
(if any)

ADDRESS: 911 Hatfield Ave Kalamazoo MI 49001
(Street address) (City) (State) (Zip)

PHONE: 269-343-4525

FAX: 269-343-4950

EMAIL ADDRESS: bmasura@rieth-riley.com

FOR CITY USE ONLY - DO NOT WRITE BELOW

Bid accepted at the unit prices stated herein for a total contract not to exceed \$996,000.00.
Contract expires December 31, 2020.

APPROVED BY: _____
James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____

**SECTION III
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.

SECTION III
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
SPECIFICATIONS AND GENERAL REQUIREMENTS

1. INTENT

The intent of this Invitation for Bids is to enter into a term contract for asphalt paving materials. Orders shall be filled on an order release basis from the Streets Division.

2. DESCRIPTION

The items of work in this contract shall conform to the Michigan Department of Transportation 2012 Standard Specifications for Construction and Supplemental Specifications unless superseded by a Special Provision contained in this document.

Plant mixed hot asphalt (HMA) shall consist of asphalt binder, aggregates, mineral filler and other additives. Asphalt cement shall be PG 64-22 for all mixes. Aggregate wear index for 36A shall be 260 minimum.

3. MATERIAL REQUIREMENTS/SPECIFICATIONS

Materials shall be in accordance with sub section 501.02 of the 2003 Standard Specifications. Aggregates used in the mixtures shall conform to the table shown below. Please note that from the chart below the City is requesting bids for 13A and 36A.

Mixture No. Mixture Type	13A	13A, Mod	36A	36A, Mod
Asphalt %	4.0-6.0	6.0-8.0	5.5-8.0	6.5-8.0

PERCENT PASSING INDICATED SIEVE

1 1/2 inch				100	100		
1 inch				90-100	90-100		
3/4 inch	100	100	100	70-95	70-95		100
1/2 inch	75-95	75-95	75-95	55-85	55-85	100	97-100
3/8 inch	60-90	60-90	60-90	40-80	40-80	92-100	90-95
No. 4	45-80	25-65	25-65	25-65	25-65	65-90	65-90
No. 8	30-65	30-65	30-65	30-65	30-65	55-75	55-75
No. 16	20-50	20-50	20-50	20-50	20-50		
No. 30	15-40	15-40	15-40	15-40	15-40	25-45	25-50
No. 50	10-25	10-25	10-25	10-25	10-25		
No. 100	5-15	5-15	5-15	5-15	5-15		
No. 200	3-6	3-6	3-6	3-6	3-6	3-10	3-10
Crushed Min. % (MTM 117)	25	40	0	25	40	60	70

Note: 13A, 13A Mod, 36A, 36A Mod mixtures gradations must satisfy the following ratio: No more than 50% of the material passing the No. 4 sieve is allowed to pass the No. 30 sieve.

4. CONSTRUCTION

Construction of HMA pavements, shoulders, and approaches shall be in accordance with section 502 of the Standard Specifications entitled “Hot Mix Asphalt Construction Practices”.

5. MEASUREMENT AND PAYMENT

Pay Item	Pay Unit
HMA, 13A	Ton
HMA, 36A	Ton
SS1H	Ton
AE- NT	Ton
Milled Material	Ton
Crew Cost (paving)	Hourly Rate
Flow Boy	Hourly Rate

6. QUANTITIES

Quantities shown are based on previous use and projected requirements and are subject to actual, unknown future requirements and availability of funds. These quantities are not intended as a guarantee of maximum or minimum purchase under this contract. Bids, however, will be evaluated on the basis of these quantities.

7. INVOICING

Upon delivery the vendor shall leave an itemized copy of the packing slip with the using agency and obtain signature of proof of delivery. The vendor shall submit a monthly invoice in duplicate listing detail of items and cost.

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo-city.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 Budget and Accounting 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 paper work 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.

8. **CONTRACT PERIOD AND EXTENSIONS**

- 8.1 The contract shall be in effect for the 2020 street repair season through December 31, 2020.
- 8.2 The City may opt to extend this contract for one (1) year periods. Extensions shall not exceed four (4) one-year periods. All extensions shall be upon mutual agreement of both parties.
- Contract renewals and cost increases are subject to availability of funds and the approval of the City Commission.
- 8.3 From time to time the City may find it necessary to continue this contract on a month-to-month basis only, not to exceed a six-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.

9. **PICK-UP**

When picking up paving materials, City vehicles shall not be "bumped" from the order of receiving material.

10. **PRICES**

- 10.1 Price bid shall remain firm for the contract term.

INCREASES OVER THE BASE BID PRICE WILL BE ALLOWED THE CONTRACTOR ONLY AT THE TIME OF CONTRACT EXTENSION AND ONLY WITH PRIOR WRITTEN AUTHORIZATION FROM THE CITY PURCHASING AGENT. The Contractor must provide written documentation showing the basis for and the amount of increase and that the increase applies to all customers. In the event that the price increase is not approved by the Purchasing Division, the City of Kalamazoo reserves the right to terminate this contract.

- 10.2 Prices shall be based on pick-up by City trucks at the manufacturer's plant.

11. **QUESTIONS**

Questions relative to general bid requirements may be addressed to Gracia Mason, Buyer, at (269) 337-8020. Questions relative to the specifications may be addressed to Anthony Ladd, Assistant City Engineer at (269) 337-8717.

**SECTION V
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. 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. **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.

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

7. **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.

8. **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.

9. **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.

10. **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.

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.

11. 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. 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 10, 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.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.2.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Steve Vicenzi, Director Management Services / CFO
Reviewed by: Melissa Fuller, Deputy Director Management Services/Purchasing Agent
Prepared by: Michelle Emig, Purchasing Manager

DATE: April 20, 2020

SUBJECT: Cooperative MIDEAL Contract for 2020 -2021 Winter Season Ice Control

RECOMMENDATION:

It is recommended that the City Commission authorize the City Manager to enter into contracts with ice control salt suppliers as awarded by the State of Michigan for the 2020-2021 winter season requirements in an amount not to exceed \$500,000.

BACKGROUND:

Each year the State of Michigan solicits bids for ice control salt. The City has traditionally participated with the State as the volume of salt purchased through this cooperative effort results in the lowest possible cost of salt per ton.

The State of Michigan has moved to an online requisition system to procure ice control. This requisition serves as the agreement between the City and the State of Michigan. If we do not complete the requisition by the specified date we will not be allowed to participate in the cooperative purchase contract. By completing the requisition and participating in the contract, the City is making a commitment to purchase at least 6,000 tons of road salt through the winter season. Once we receive bid results, paperwork will be forwarded to the City Manager for purchase approval.

City staff typically uses between 6,000 to 7,000 tons of salt per winter season depending on weather conditions. Any salt not used is stockpiled for use during the next winter season. If additional salt is needed it can be purchased under this contract as well.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):



Safe Community- Creating a safe environment for living, working, and playing



Connected City - A City networked for walking, biking, riding, and driving



Economic Vitality - A supportive infrastructure for growing businesses and stabilizing the local economy for the benefit of all.

Strategic Goal Impact:

This program/project has a high degree of impact.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

This recommendation did not require advisory board consultation or additional public input. Internal discussions were had at length to make the appropriate decisions.

Engagement/Communication Tools

FISCAL IMPACT:

The City's participation in the State's cooperative bidding contract will ensure the best pricing for road salt for the 2020-2021 winter season. When the bid results are obtained from the State, appropriate paperwork will be submitted for the purchase of a minimum of 6,000 tons of road salt.

Funds are available within the Major and Local Street Maintenance budgets for this purchase in the amount of \$500,000.00.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.3.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anthony Ladd, PE, Acting Public Works Division Manager

DATE: April 20, 2020

SUBJECT: Professional Service Agreement Change Order for Howard Street Pathway Project (Bid Ref# 906-46-015.0.6)

RECOMMENDATION:

It is recommended that the City Commission approve a professional services change order of \$39,000.00 for Hubbell, Roth, and Clark Inc. to continue to provide engineering services for design work on the Howard Pathway Project.

BACKGROUND:

In 2017 Hubbell, Roth, and Clark were hired as a pre-qualified engineering firm to perform engineering services to design the Howard Pathway Project (MST0100189), a pedestrian pathway along Western Michigan University's campus. Due to design changes and constraints encountered along the design process a change order is needed to perform final survey and design to deliver a final plan set to MDOT.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Engineering and Facilities Planning, Design & Construction

Strategic Goal Impact:

Safe Community
Governance

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The funding for this \$39,000 expenditure is included in the Major Streets Capital Improvement Projects budget, under project #mst0100189 from carry forward 2019 budgets.

APPROVAL ROUTING FORM

Final Approval Required Of:		Pre-Qualified Professional Service for Howard Street Pedestrian Improvement (Bid Ref: 906-46-015.0.6)			
XXXX	City Commission	Route to:	Date	Approved	Comments Please Return to Michelle Emig in Purchasing after agreement has been signed. Thank You
		(Check if required)	Received	By:	
Originating information					
Prepared by: Anthony Ladd		X Purchasing			
Department: Public Services		X City Attorney			
Phone: 8717		X City Clerk			
Date Prepared: 4/7/20		X City Mgr's Office			
Date Action Desired by:		X City Clerk			
April 20, 2020					
					Use reverse side for additional comments
Identify Attachments other than memo: Supplemental #1 Agreement Proposal (Exhibit A) Terms & Conditions (Exhibit B)		For Manager's Use Action taken:			

Revised 11/2005



Commission Agenda Report

City of Kalamazoo

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE, Public Services Director

REVIEWED BY: Teresa T. Johnson, CPPB, Deputy Public Services Director

PREPARED BY: Anthony Ladd, PE, Assistant City Engineer – Public Works

DATE: March 26, 2020

SUBJECT: Change Order P-026474 Engineering Services for Howard Street Pathway Project

RECOMMENDATION

It is recommended that the City Commission approve a change order of \$39,000.00 to P-026474 for Hubbell, Roth, and Clark Inc. to continue to provide engineering services for design work on the Howard Pathway Project.

BACKGROUND

In 2017 Hubbell, Roth, and Clark were hired as a pre-qualified engineering firm to perform engineering services to design the Howard Pathway Project (MST0100189), a pedestrian pathway along Western Michigan University's campus. Due to design changes and constraints encountered along the design process a change order is needed to perform final survey and design to deliver a final plan set to MDOT.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:

Use this link to find your PBB program

<http://home.kalamazoocity.org/>

Go to Quick Links -> Priority Based Budgeting

Program Name

Program Description

The work being done for this project will add to the City's complete streets network by providing another route for non-motorized traveling public.

This program/project has a high degree of impact on the following Strategic Goal(s):
Safe Community

COMMUNITY ENGAGEMENT

This recommendation did not require advisory board consultation or additional public input.

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT

The funding for the project is available in the project code in the existing PO

Funding:	MST0100189	\$172,369.22
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Costs:		\$39,000.00
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ATTACHMENTS

HRC Proposal

**CITY OF KALAMAZOO
PURCHASING DIVISION
241 W. SOUTH STREET
KALAMAZOO, MICHIGAN 49007**

SUPPLEMENTAL ORDER

Contractor Name: Hubbell, Roth & Clark, Inc.
Address: 834 King Highway, Suite 107
City/State/Zip: Kalamazoo, MI 49001

Contract Supplemental Order: #1
Date: April 7, 2020
Bid Ref #: 906-46-015.0.6

PROJECT NAME: Howard Street Pedestrian Improvement

Approving Authority: City Commission

Requesting Department: Public Services

The following changes are hereby made to the Contract Document:

Change Order #1 – Major modification in the alignment of the proposed pathway.

Change Order #2 – Funds charged to the wrong PO.

Change Order #3 – Design and submittal of the pathway project.

Change Order #4 – Additional labor required.

Original Contract Amount: \$56,300.00

Previous Change Orders:	#1 = \$35,000.00
	#2 = \$3,045.78
	#3 = \$11,935.00
	#4 = \$650.00

Net Change of this Supplemental Order: #5 = \$39,000.00

New Contract Amount Including this
Supplemental Order: **\$145,930.78**

Signature: _____
James K. Ritsema, ICMA-CM
City Manager

Date: _____



PROFESSIONAL SERVICE AGREEMENT

This Agreement, dated _____, 2020 is between the City of Kalamazoo, a Michigan municipal corporation whose address is 241 West South St., Kalamazoo, MI, 49007-4707 ("City"), and Hubbell, Roth & Clark, Inc. whose address is 834 King Highway, Suite 107, Kalamazoo, MI 49001 ("Firm").

Recitals:

A. The City has selected the Firm through a qualifications-based selection process to provide professional services as described in the Request for Qualifications, Reference # 906-46-015/TJ dated January 23, 2015.

B. The Firm has proposed to provide construction engineering services for the Howard Street Pedestrian Improvement – Amendment No.2 as detailed in their proposal letter dated March 25, 2020. (Exhibit A)

C. The City further agrees to contract for the work as described in the proposal for a total cost not to exceed \$39,000.00 for the additional work.

D. The Firm further agrees to the attached Terms and Conditions originally provided by the City in the Request for Qualifications for Bid Ref #906-46-015/TJ. (Exhibit B)

THEREFORE, the parties agree that the contractor will perform the work described herein and the City will pay for that work. This agreement incorporates by reference the terms and conditions set forth in exhibits A and B attached.

HUBBELL, ROTH & CLARK, INC.

CITY OF KALAMAZOO

Signature

James K. Ritsema, ICMA-CM
City Manager

Name

Title

Date

Date

March 25, 2020

City of Kalamazoo
Engineering Department
415 Stockbridge Avenue
Kalamazoo, MI 49001
Via e-mail: ladda@kalamazoocity.org

Attn: Mr. Anthony Ladd, P.E. – Assistant City Engineer - Public Works

Re: Howard Street Pedestrian Improvement
Design Engineering Services – **Amendment No. 2**

HRC JN 20170557

Dear Mr. Ladd:

Hubbell, Roth & Clark, Inc. (HRC) has been asked to provide an amendment to the above noted project due to additional effort that was required to provide additional layout and design modifications of the pathway project to be installed between Stadium Drive and W. Michigan Ave. The additional professional services include the following effort already authorized beyond the current proposal and additional effort to complete final plans:

Scope of Work:

- ≡ Previously Approved Work that Included:
 - Topographical survey for potential alternative alignment
 - Layout of two potential sidewalk alignments
 - Identification and layout of sidewalk grading limit lines
 - Meetings with WMU staff and City of Kalamazoo staff
 - Meetings and Coordination with KATS and MDOT staff
 - Identification of proposed alternative to eliminate or reduce tree removals
- ≡ Additional Topographical Survey
 - Supplemental topographical survey for final pathway design
- ≡ Additional site meetings and coordination effort with the City, WMU and the MDOT – SW Region & Lansing (assumes 3 additional site/coordination review meetings)
- ≡ Additional effort to provide preliminary (not complete) plan set from 11/2017 for discussion and reuse
- ≡ Additional Design Effort
 - Provide point data for the layout pathway slope staking
 - Redevelopment of Civil 3D Model
 - Re-design of pathway alignment
 - Basic retaining wall design and analysis for segment north of the pedestrian overpass
 - HRC assumes this will not require structural design and will be less than 3 feet in height.
- ≡ Revised Program Application, Environmental Clearance and Special Provisions
 - HRC understands this will not require SHPO or NEPA, only a revised Program Application form
- ≡ Revised Plan Sheets
- ≡ Submittal of final plan package to MDOT
- ≡

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

EXHIBIT A



Anthony Ladd
March 26, 2020
HRC Job Number 20170557
Page 2 of 2

- ≡ Review of MDOT provided proposal package
- ≡ Response to Contractor Inquiries

Effort Does Not Include the Following:

- ≡ Additional survey above those required to update topo due to existing field changes from original topo completed in 2017
- ≡ Determining costs for ROW procurement
- ≡ Preparing ROW easements for permanent and temporary easements
- ≡ Appraisals for ROW procurement
- ≡ Revisions to the agreed pathway alignment (offset from back of curb – no woodlot pathway)
- ≡ Lighting plans that may be requested
- ≡ Additional meetings above those identified
- ≡ Geotechnical engineering
- ≡ GI submittal or meeting with MDOT
- ≡ Construction observation or oversight
- ≡ Any items of work not specifically mentioned as part of the Scope of Work

This additional effort results in a request for an amendment to our current contract services budget of \$39,000.00. The current contract is a not to exceed \$103,235.00, which included design engineering & survey services only. This amendment request will bring the total to \$142,235.00. This includes approximately \$18,000.00 of services already provided by HRC staff under the direction of the City and approximately \$21,000.00 for the redesign effort to get the new walkway alignment package completed for resubmittal of final plan package to MDOT in Late July with an intention of targeting a November 2020 MDOT letting.

We appreciate this opportunity to be of service to the City of Kalamazoo. Please feel free to contact Larry Hummel at (616) 430-4221 if you have any questions.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd J. Sneathen, PE
Vice President

Lawrence B. Hummel, PE
Senior Project Engineer

pc: HRC; Jesse Morgan, Hailey Savola

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible Firm whose qualifications, conforming to this solicitation; will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all qualifications and waive informalities and minor irregularities in qualifications received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.
 - 1) No proposals received;
 - 2) A single proposal being received; or
 - 3) Prices quoted are over budget and/or unreasonable

2. REQUEST FOR QUALIFICATIONS AS CONTRACT

Should modifications (after qualification opening) NOT be necessary; this Request for Qualifications (RFQ) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Qualifications and any addenda.

3. SUBCONTRACTORS - NON ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this qualification, including the type of work to be performed. The Firm 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 Firm hereby agrees and understands that the contract resulting from this qualification 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 Firm may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

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

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease services 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 Firm 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 Manager. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep themselves 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. The Firm 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 Firm.

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

8. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm'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. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

9. 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.

10. DEFAULT

The City may at any time, by written notice to the Firm, terminate this contract and the Firm'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 perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm 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 the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

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

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

- F. 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.

11. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its 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 its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

12. MEETINGS

The Firm 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.

13. INSPECTION OF WORK SITE

Before submitting bids for their work, the Firm shall be responsible for examining the work site and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract: No allowance shall be made subsequently in behalf of the Firm for any negligence on his/her part.

14. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

16. USE OF DOCUMENTS

- A. Provided to the City:

All plans, drawings and specifications provided to the City under this Agreement shall become property of the City, and shall be deemed public records as required by Michigan law. The City shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the City for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Firm, and the City agrees to indemnify and hold the Firm harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the firm may incur as a result of such use by the City.

- B. Provided by the City:

All digital data derived from the City of Kalamazoo's Geographic Information System (GIS), Computer Aided Design (CAD) software, and the Global Positioning System (GPS) provided to the consultant for the purpose of this contract shall remain the property of the City of Kalamazoo. This contract limits the use of this digital data for the purpose of fulfilling the goals of this contract. Failure to comply can result in the termination of the contract and the removal of the contractor's name from future bid lists. Examples of digital data from GIS/CAD/GPS may include, but are not limited to; orthophotography, topographic contours, parcel/lot lines, street centerlines, utilities, hydrography, wells, zoning, building footprints, neighborhood boundaries, census tracts and blocks, voting districts, and school district boundaries.

17. CONFLICT OF INTEREST

The Firm shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract which constitutes a conflict of interest.

18. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.4.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anthony Ladd, PE, Acting Public Works Division Manager

DATE: April 20, 2020

SUBJECT: 2020 Asphalt Patching Materials (Bid Ref# 74567-011.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Unique Paving Materials, Corp. for Asphalt Patching Materials for the 2020 season, in the amount of \$221,100.00.

BACKGROUND:

Bids were opened on March 17, 2020 at 3:00 p.m. for 2020 Asphalt Patching Materials, with Unique Paving Materials, Corp being the only responsive bidder to our specifications and requirements. Asphalt patching is a key tenant of Public Works operations. In order to perform this work efficiently and effectively we opted to require a different cold mix design than in years prior. It is our belief that this different design will yield better results.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

City Streets Operation and Maintenance

Strategic Goal Impact:

Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

Funds were included within Major and Local Streets repair budgets for this purchase. Allocations to each fund will be based on the actual use of materials.

APPROVAL ROUTING FORM

Final Approval Required Of:		Asphalt Patching Materials Bid Ref#74567-012.0							
XXXX	City Commission	Route to: (Check if required)	Date Received	Approved By:	Comments				
Originating information					Please Return to Gracia Mason in Purchasing after the contract has been signed. Thank You!				
Prepared by:	Anthony Ladd								
Department:	Public Services	X	Purch Manager						
Phone:	8717	X	Purchasing Agent						
Date Prepared:	3/27/20	X	City Attorney						
Date Action Desired by: ASAP		X	City Clerk		Use reverse side for additional comments				
		X	City Mgr's Office						
Identify Attachments other than memo: CC Memo Bid Results Summary Contract 		For Manager's Use Action taken:							

Revised 11/2005



Commission Agenda Report

City of Kalamazoo

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE, Public Services Director

REVIEWED BY: Teresa T. Johnson, CPPB, Deputy Public Services Director

PREPARED BY: Anthony Ladd, PE, Assistant City Engineer – Public Works

DATE: March 26, 2020

SUBJECT: 2020 Asphalt Patching Materials (Bid Ref# 74567-011.0)

RECOMMENDATION

It is recommended that the City Commission approve a contract with Unique Paving Materials, Corp. for Asphalt Patching Materials for the 2020 season, in the amount of \$221,100.00.

BACKGROUND

Bids were opened on March 17, 2020 at 3:00 p.m. for 2020 Asphalt Patching Materials, with Unique Paving Materials, Corp being the only responsive bidder to our specifications and requirements. Asphalt patching is a key tenant of Public Works operations. In order to perform this work efficiently and effectively we opted to require a different cold mix design than in years prior. It is our belief that this different design will yield better results.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:

Use this link to find your PBB program

<http://home.kalamazoocity.org/>

Go to Quick Links -> Priority Based Budgeting

Program Name

City Streets Operation and Maintenance

Program Description

This program/project has a high degree of impact on the following Strategic Goal(s):
Safe Community

BID RESULTS SUMMARY

PROJECT: Asphalt Patching Materials

DATE: March 26, 2020

BIDDERS SOLICITED: 37

BIDDERS RESPONDED: 1

MBE/WBE BIDS SOLICITED: 7

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 74567-012.0

MBE/WBE AWARDED: No

ISSUE DATE: March 2, 2020

BID OPENING: March 17, 2020

APPROVAL REQUIRED: City Commission

FUNDED BY: City

BIDDERS

AMOUNT BID

LOCATION

Unique Paving Materials
UPM Cold Mix

\$221,100.00

Cleveland, OH

Purchasing procedures have been followed and City Attorney has reviewed as to form.

Melissa Fuller

Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



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

INVITATION FOR BID (IFB)

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

Project Name: Asphalt Patching Materials

Bid Reference #: 74567-012.0

IFB ISSUE DATE: March 2, 2020

BID DUE/OPENING DATE: March 17, 2020 @ 3:00 p.m.

Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:

Department Contact: Anthony Ladd, Assistant City
Engineer at (269) 337-8717

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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V	Terms & Conditions	12 - 15

Appendix A
Specifications

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 by Fax machine will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 days before the bid opening** so a reply may reach all prospective bidders before 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.

**SECTION II
BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide asphalt patching material as specified herein:

	<u>UNIT PRICE</u>	<u>EST ANNUAL QUANTITY</u>	<u>EXTENDED ANNUAL COST</u>
Asphalt Patching Materials	\$ 110.55 /ton	2,000 tons	\$ 221,100.00
Product Manufacturer: Unique Paving Materials, Corp. Product Name: UPM ^(R) Cold Mix			
Guaranteed delivery shall be 1-2 business days after receipt of order release request.			

ALTERNATE 1-Competitive Product

Asphalt Patching Materials	\$ _____ /ton	2,000 tons	\$ _____
Product Manufacturer: _____ Product Name: _____			
Guaranteed delivery shall be _____ business days after receipt of order release request.			

ALTERNATE 2-Competitive Product

Asphalt Patching Materials	\$ _____ /ton	2,000 tons	\$ _____
Product Manufacturer: _____ Product Name: _____			
Guaranteed delivery shall be _____ business days after receipt of order release request.			

Contact person for order releases shall be:

Name: Sonya Flanagan Phone: 231-883-3030

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

Addendum No: _____

Dated: _____

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.**

CITY OF KALAMAZOO – INVITATION FOR BID
Asphalt Patching Materials

Page 3
Bid Reference No: 74567-012.0

Provide references of at least two other urban street maintenance agencies using the material bid:

AGENCY NAME: 1. <u>City of Farmington Hills</u>	2. <u>Bloomfield Township</u>
CONTACT NAME: <u>Kevin McCarthy</u>	<u>Tom Trice</u>
PHONE: <u>248-871-2850</u>	<u>248-594-2800</u>
LOCATION: <u>Farmington Hills, MI</u>	<u>Bloomfield, MI</u>

During the term of the agreement resulting from this Invitation for Bids, The City of Kalamazoo would like to afford the same prices, terms and conditions to other local governments and public schools located in Kalamazoo County even though their requirements are not included in the quantities listed on the Bid. Please indicate your willingness to extend your prices to other local government entities and public schools by checking the corresponding box below.

☐ I agree to extend my prices

☒ I do not agree to extend my prices

Your response, either to extend or not extend your prices, will not have an effect on the evaluation of your bid.

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: Donald Kautzman Name: DONALD KAUTZMAN
Title: TREASURER

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: UNIQUE PAVING MATERIALS CORP.
2. Established: Year 1959 Number of Employees: 48
3. Type of organization:
a. Individual: _____ b. Partnership: _____
c. Corporation: X d. Other: _____
4. Former firm name(s) if any, and year(s) in business:
HYGRADE CORP.; LETIZIA CORP.;
SAME CORPORATION, JUST CONSOLIDATIONS & NAME CHANGES
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: MINNESOTA DEPT. OF ADMINISTRATION
Address: 50 SHERBURNE AVE. SUITE 112 ST. PAUL MN 55155
Phone: 651-201-2437
Contact: PHIL JOHNSON - BUYER
Type of work or contract: SUPPLY APPROX 1,600 TON UPM® COLD MIX
 - 5.2 Company Name: NORTH CAROLINA D.O.T.
Address: PURCHASING RM 44513, 1 S. WILMINGTON ST. RALEIGH, NC 27601
Phone: 919-707-2639
Contact: JOANNA PRIESTLY - JLPRIESTLY@NCDOT.GOV
Type of work or contract: SUPPLY APPROX 2,000 TONS BULK UPM® COLD PATCH & 40,000 BAGS
 - 5.3 Company Name: CITY OF DALLAS, TX - UTILITIES DIV.
Address: 1500 MARILLA ST. RM 3FN, DALLAS, TX 75201
Phone: 214-670-3413
Contact: REBECCA PARRISH - BUYER
Type of work or contract: SUPPLY 5,000 TONS BULK UPM® COLD PATCH

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

Signed: Donald Kaufman Name: DONALD KAUFMAN
(type or print)
Title: TREASURER Date: 3-10-2020

**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

N/A

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: _____

Revised April 2008

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 - ATTACHED

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.

3-10-2020
Date

Donald Kautzman
Signature
DONALD KAUTZMAN
Printed Name
TREASURER
Position



Application for Employment

PERSONAL DATA *(Please type or print)*

Date _____

LAST NAME	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER			() -
Are you: Under 18?		Can you provide proof of citizenship, visa or alien registration number if you are hired?	
☐ Yes ☐ No		☐ Yes ☐ No	
What position or type of work are you applying for?			
SALARY EXPECTED		PRESENT INCOME	DATE AVAILABLE FOR WORK
Have you ever applied to or been employed by Unique Paving Materials?			
☐ Yes If "Yes", where? When? ☐ No			
Who referred you to Unique Paving Materials Corporation?		Name of friends/relatives at Unique Paving Materials Corporation?	
What can you contribute to the success of our company?			

EDUCATION *(Applicants may be asked to furnish transcripts of school or college work)*

Name and Location of School	Class Standing
HIGH SCHOOL	☐ Top 1/3 ☐ Middle 1/3 ☐ Lower 1/3
COLLEGE OR UNIVERSITY	DEGREE RECEIVED (Major and Minor Subject, GPA)
GRADUATE SCHOOL	
SPECIAL SCHOOLING (Business or Vocational)	
SCHOLASTIC HONORS, SCHOLARSHIPS, ETC.	

Application for Employment

EMPLOYMENT HISTORY (List full time only, attach additional sheet if necessary. Start with most recent position.)

EMPLOYER		ADDRESS (City and State)
DATE STARTED	STARTING SALARY/ WAGE \$ ANNUAL	STARTING POSITION
DATE ENDED	ENDING SALARY/ WAGE \$ ANNUAL	POSITION AT LEAVING
NAME AND TITLE OF SUPERVISOR		REASON FOR LEAVING
BRIEF DESCRIPTION OF YOUR RESPONSIBILITIES		
EMPLOYER		ADDRESS (City and State)
DATE STARTED	STARTING SALARY/ WAGE \$ ANNUAL	STARTING POSITION
DATE ENDED	ENDING SALARY/ WAGE \$ ANNUAL	POSITION AT LEAVING
NAME AND TITLE OF SUPERVISOR		REASON FOR LEAVING
BRIEF DESCRIPTION OF YOUR RESPONSIBILITIES		
EMPLOYER		ADDRESS (City and State)
DATE STARTED	STARTING SALARY/ WAGE \$ ANNUAL	STARTING POSITION
DATE ENDED	ENDING SALARY/ WAGE \$ ANNUAL	POSITION AT LEAVING
NAME AND TITLE OF SUPERVISOR		REASON FOR LEAVING
BRIEF DESCRIPTION OF YOUR RESPONSIBILITIES		
EMPLOYER		ADDRESS (City and State)
DATE STARTED	STARTING SALARY/ WAGE \$ ANNUAL	STARTING POSITION
DATE ENDED	ENDING SALARY/ WAGE \$ ANNUAL	POSITION AT LEAVING
NAME AND TITLE OF SUPERVISOR		REASON FOR LEAVING
BRIEF DESCRIPTION OF YOUR RESPONSIBILITIES		

Application for Employment

MILITARY SERVICE

BRANCH OF SERVICE	DATE ENTERED
DUTIES IN SERVICE	
TRAINING	

GENERAL INFORMATION

Have you ever been granted a security clearance? If "Yes", indicate level of clearance, date granted and where: ☐ Yes ☐ No
Has clearance ever been refused or revoked? ☐ Yes ☐ No
If required, are you willing to relocate to a different city? ☐ Yes ☐ No

ACTIVITIES

LIST TRADE OR PROFESSIONAL ORGANIZATIONS OF WHICH YOU ARE A MEMBER
LIST HOBBIES AND RECREATIONAL INTERESTS

ADDITIONAL DATA

LIST EQUIPMENT, MACHINES, DATA PROCESSING EQUIPMENT AND SOFTWARE PROGRAMS YOU ARE FAMILIAR WITH
LIST FAMILIARITY OR LANGUAGE PROFICIENCIES OTHER THAN ENGLISH

PROFESSIONAL REFERENCES (If none, list personal references.)

NAME	TELEPHONE NUMBER	OCCUPATION	YEARS KNOWN
ADDRESS			
NAME	TELEPHONE NUMBER	OCCUPATION	YEARS KNOWN
ADDRESS			
NAME	TELEPHONE NUMBER	OCCUPATION	YEARS KNOWN
ADDRESS			

Application for Employment

IF YOU ARE EMPLOYED, WHOM SHALL WE NOTIFY IN CASE OF AN EMERGENCY?

NAME

TELEPHONE NUMBER

()

ADDRESS

May we contact your present employer before your current employment there ends?

☐ Yes ☐ No

1. I agree that if I am given an offer of employment that offer may be conditioned upon passing a medical examination which may include a drug test. If hired, I may be required to take a medical examination including a drug test. I understand my refusal to take a medical examination or drug test may result in immediate termination of my employment

2. In consideration of my employment, I agree to conform to the rules and regulations of Unique Paving Materials Corporation, and my employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of either the company or myself.

I further understand that the rules and regulations of the company may be modified by the company at any time with or without notice.

I understand that no employee or representative of Unique Paving Materials Corporation, other than the President of the company, has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing.

I further understand and agree that I may not rely on any oral or written representation which may be made to me during my employment which are contrary to the foregoing.

3. To carry out my duties properly, I may have access to confidential business and/or technical information belonging to Unique Paving Materials Corporation; and in addition, I may make inventions and/or improvements in Unique Paving Materials Corporation's products, compounds, compositions, apparatus, methods, formulae and process employed in carrying on its and/or its customers businesses, or in new or allied fields. I understand that in consideration of the premises, wages, salary, benefits, or other remuneration, and as a condition of employment, I will sign and comply with the terms and conditions of a separate Employment Secrecy and Invention Agreement.

4. I authorize an investigation of any matters referred to in this application and authorize all persons and firms listed herein to provide information about me as requested, and they are hereby released from all liability for furnishing information. I also understand that errors or omissions on matters covered by this application, whenever discovered by the company, may result in dismissal of my employment.

5. I certify the above answers given by me to the foregoing questions are true and correct without omissions. I understand any misleading or incorrect statements may render this application void, and if employed, may result in my termination no matter when the matter is discovered.

I have read, understood and signed the above this _____ day of _____,
20_____.

APPLICANT'S SIGNATURE

PERSONNEL USE ONLY

"AN EQUAL OPPORTUNITY EMPLOYER"

UNIQUE PAVING MATERIALS CORPORATION • 3993 EAST 93RD STREET • CLEVELAND, OHIO 44105 • 216/441-4880

CITY OF KALAMAZOO – INVITATION FOR BID

Asphalt Patching Materials

Page 7

Bid Reference No: 74567-012.0

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): 34-1601338Remittance Address: 3993 E 93rd St, Cleveland, OH 44105

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

SIGNED: NAME: DONALD KAUTZMAN

(Type or Print)

TITLE: TREASURERDATE: 3-10-2020FIRM NAME: Unique Paving Materials, Corp.

(if any)

ADDRESS: 3993 E 93rd St,

(Street address)

Cleveland,

(City)

OH

(State)

44105

(Zip)

PHONE: 216-441-4880FAX: 216-341-8514EMAIL ADDRESS: bids@uniquepavingmaterials.com**FOR CITY USE ONLY - DO NOT WRITE BELOW**

Bid accepted at the unit prices stated herein for a total contract not to exceed \$221,100.00.
Contract expires March 31, 2021.

APPROVED BY: _____

James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____

**SECTION III
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.

SECTION III
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
SPECIFICATIONS AND GENERAL REQUIREMENTS

1. INTENT

It is the City's intent to enter into a term contract for asphalt patching materials.

2. APPROVED EQUIVALENT PRODUCTS

Any reference to items by make, model or product number shall be construed as establishing a standard of quality and shall not be construed as limiting competition. It is not the intent of these specifications to preclude reputable vendors from bidding. Bidders may quote on approved equivalent product provided complete identification is noted on the Bid and Award page.

3. MATERIAL REQUIREMENTS/SPECIFICATIONS

The asphalt patching materials shall meet the quality standard of Unique Pavement Material (UPM) – See attached Specifications. The City is willing to consider and test competitive products if: 1) the City receives good references for the product being used in similar applications and 2) the bidder sells 50 tons of asphalt patching material to the City at the price bid. After evaluating the suitability of the material based upon its: 1) longevity in serving as a street patch, 2) pliability during cold temperatures and 3) lab test results; the City will, at its sole determination, decide whether to enter into a one (1)-year term contract.

4. DELIVERIES

- A. Deliveries shall be made on an order-release basis only.
- B. Orders will be made for 50 ton, double bottom transport shipments.
- C. Bidders shall indicate on the Bid and Award page a guaranteed delivery time after order release request.
- D. Prices shall be F.O.B. delivered to Kalamazoo Public Services Department, Stockbridge Facility, 415 Stockbridge Avenue, Kalamazoo, MI with all freight and/or delivery charges included in the price bid.

5. SAFE HANDLING OF MATERIALS

The Contractor shall provide the City with specification literature and **Material Safety Data Sheets** for all materials furnished.

6. CERTIFICATION OF COMPLIANCE

The Contractor shall furnish to the City a certification from the manufacturer that the material for this project has been sampled, tested and complies with the requirements of this special provision. It shall not be inferred that the providing of a certification of compliance waives inspection, sampling or testing. The Contractor shall furnish samples of the materials if required by the Engineer.

7. QUANTITIES

It is estimated that 2,000 tons of the product may be purchased. The City gives no guarantee, however, of minimum or maximum purchases which may be more or less than indicated. All purchases are subject to availability of funds.

8. CONTRACT PERIOD AND EXTENSIONS

8.1 The contract shall be in effect for the 2020 street repair season through December 31, 2020.

8.2 The City may opt to extend this contract for one (1) year periods. Extensions shall not exceed four (4) one-year periods. All extensions shall be upon mutual agreement of both parties.

Contract renewals and cost increases are subject to availability of funds and the approval of the City Commission.

8.3 From time to time the City may find it necessary to continue this contract on a month-to-month basis only, not to exceed a six-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.

9. INVOICING

Upon delivery the vendor shall leave an itemized copy of the packing slip with the using agency and obtain signature of proof of delivery. The vendor shall submit a monthly invoice in duplicate listing detail of items and cost.

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo-city.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 Budget and Accounting 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 paper work 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.

10. QUESTIONS

Questions relative to the specifications may be addressed to Anthony Ladd at (269) 337- 8717. Questions relative to general bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720. This does not relieve the bidder from Page 1, Item 3.

**SECTION V
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. **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.

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

7. **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.

8. **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.

9. 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.

10. 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.

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.

11. 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 10, DEFAULT).

12. 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.

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.

**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION**

SPECIFICATIONS

ASPHALT PATCHING MATERIALS

Bid Reference #: 74567-012.0

Specification – UPM® Cold Mix Bid

Detailed Specifications for Bituminous Cold Patch Material UPM® Permanent Pavement Repair Material

GENERAL:

These UPM® bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions. These grades shall consist of Winter Mix, Spring/Fall Mix and Summer Mix.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be UPM® liquid asphalt blend, from UNIQUE Paving Materials Corp. (UNIQUE), Cleveland, Ohio or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature to 437°F (225°C) to 500°F (260°C) to 600°F (316°C)	Volume % Total Distillate Minimum/Maximum		Volume % Original Sample Minimum/Maximum	
	0	0	0	0
	0	0.5	0	0
	10	65	0	18
Residue from distillation to 680°F (360°C)% Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa × s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 grams. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

Specification – UPM® Cold Mix Bid

AGGREGATE:

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS

ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing	#89 ASTM D 448 Percent Passing
1/2" (12.5 mm)	-	100	100
3/8" (9.5 mm)	100	90 - 100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85	20 - 55
# 8 (2.36 mm)	10 - 40	5 - 40	5 - 30
# 16 (1.18 mm)	0 - 10	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5	0 - 5
Soundness Loss (Sodium, 5 cycles)		ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss		ASTM C 131	45.0% maximum
Specific Gravity		ASTM C 127	2.45-2.85
Absorption		& 128	3.0% maximum
Minus 200 Sieve (0.075mm) Wash Loss		ASTM C 117	2.5% maximum

PREPARATION OF MIXTURE:

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Asphalt	5.0 to 6.5%
Aggregate	93.5 to 95%

The mixture may be prepared with no heat to the aggregate when determined as acceptable by UNIQUE's laboratory testing.

Heat should be applied to the aggregate when determined as necessary by UNIQUE's laboratory testing prior to production of the mixture or by a technical representative of UNIQUE.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstance 175°F (80°C).

When producing in a batch plant, wet mix time in the pug mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) as outlined in ASTM D 2489.

Specification – UPM® Cold Mix Bid

PRODUCTION SUPERVISION:

A technical representative from UNIQUE will be present at every production for quality assurance of the mix. This supervision shall be at the expense of UNIQUE.

MIXTURE:

The UPM® mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min. 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 &	
	ASTM C 136	4.0% Maximum ²
Shelf Life of 100 Tons or more		One-Year Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of **UPM** mix. That value is necessary to minimize the effect of the plant when producing the finished **UPM** cold mix.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the mix to meet the following requirements:

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months
- B. Smaller quantities must be reasonably covered.
- C. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the Department.

UPM® is a registered trademark of UNIQUE Paving Materials Corp.

CERTIFICATE OF PERFORMANCE – UPM Mix

This certificate confirms that the *UPM* mix meets the UNIQUE standard for quality control.

Production Location:	Wirt Stone Dock, Saginaw, MI
Production Date:	November 7, 2019
Lab Number:	Mix No. 13882
Unique on-site Production Manager/ Technical Representative:	Tim Flanagan
Unique lab completion of analysis date:	November 22, 2019
UPM® mix Produced	1,572 tons

The UNIQUE Paving Materials' laboratory has developed a series of proprietary lab tests verifying **UPM®** mix composition. Test procedures evaluating the performance of cold patch materials are similar but not identical to those for HMA. This is primarily due to compaction variability and the need for cold mix to support loads while remaining flexible. As part of the QC procedure, retained samples from production and packaging are maintained in the UNIQUE lab in Cleveland, Ohio.

The production information provided is specific to **UPM®** mix produced at the specific location and date listed. Customers picking up **UPM®** mix from this location should be referenced to the appropriate Certificate of Compliance letter at the time of pick up. Throughout the year, UNIQUE will assist with producing multiple batches of **UPM®** mix. A Certificate of Compliance letter will be issued by UNIQUE for each production and should be referenced accordingly. If any questions, please reference the samples numbers listed.

I certify that the UPM® Permanent Pavement Repair Material identified in this report meets all UNIQUE performance requirements and is warranted by UNIQUE.

Name: **Don Koehler**
Title: **Business Development Manager**

Report Date: **March 9, 2020**

Questions:
The UNIQUE Lab
216-441-4880

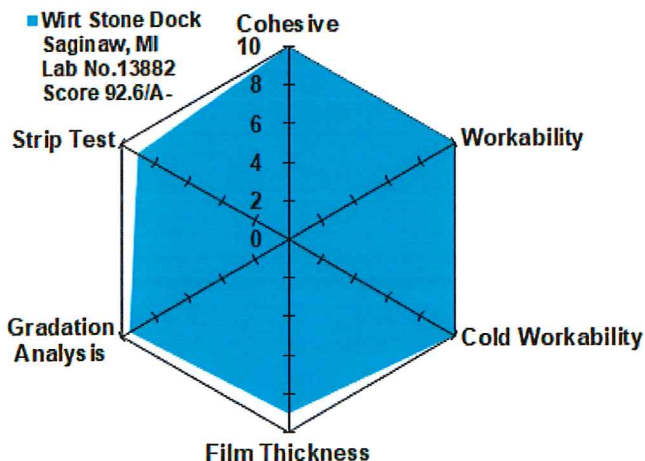
Subject: UPM[®] Mix Quality Control
Date: March 9, 2020

Each batch of UPM[®] permanent repair material is **optimized** for UPM[®] blend, aggregate and production plant utilized. All components are certified in advance: Aggregate, AC, Diluents, and Plant.

All test results including previous product quality from the same plant are included in creating the engineering design.

To verify UPM[®] mix meets the design specification, every production is certified prior to release. A "Certificate of Performance" letter is issued by the UNIQUE lab, see attached. The star chart below summarizes test results from the production **No. 13882, at Wirt Stone Dock, Saginaw, MI** on November 7, 2019.

The UNIQUE lab scores every batch of UPM[®] mix. Minimum performance is required to be marketed as UPM[®] mix. This material meets the UNIQUE performance criteria for UPM[®] mix and is warrantied to outperform the surrounding pavement.



The six parameters are normalized and scored for ease of comparison, they are interdependent, failing any one parameter will typically result in premature failure.

Performance Parameters in Test Matrix:

Cohesion & Adhesion

Measures the ability of the material to bond to itself and to the surrounding pavement. Performance related to the capability of the material to remain in place. Maintaining adequate adhesion and cohesion will determine the degree to which material ravel from the pothole.

Workability & Stability

Measures the force required to move and apply the material at greater than 72° F. Workability and stability must be balanced so that the material can be applied and yet stable enough to handle traffic loads. These are a function of gradation, viscosity, and application temperature.

Cold Workability & Stability

Measures the force required to move and apply the material in cold weather, less than 32° F. Workability and stability must be balanced so that the material can be applied and yet stable enough to handle traffic loads. Cold workability and stability generate a composite score of five points maximum for each parameter with a maximum overall score of ten.

Film Thickness

Measures the thickness of the asphalt surrounding the aggregate. Testing for the effective film takes into account aggregate gradation and absorption characteristics. Film thickness determines shelf life, cohesion, and workability.

Gradation Analysis

Cold mix is 95% aggregate. Proper sizing, surface texture and absorption characteristics are critical to achieve proper compaction and load carrying capability.

Stripping

Measures the separation of asphalt from the aggregate. Performance relates to water handling characteristics of material in wet environment (i.e. heavy rain).

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Trade name : Permanent Pavement Repair Material

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

UNIQUE Paving Materials Corp.
3993 East 93rd Street
Cleveland, 44105 - United States of America
T (216) 441-4880
<http://www.uniquepavingmaterials.com/>

1.4. Emergency telephone number

Emergency number : (800) 424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Irrit. 2 H315
Carc. 1B H350
STOT RE 2 H373

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US) :



GHS07

GHS08

Signal word (GHS-US) :

Hazard statements (GHS-US) :

Precautionary statements (GHS-US) :

: Danger
: H315 - Causes skin irritation
: H350 - May cause cancer
: H373 - May cause damage to organs through prolonged or repeated exposure
: P201 - Obtain special instructions before use
: P202 - Do not handle until all safety precautions have been read and understood
: P260 - Do not breathe dust
: P264 - Wash hands thoroughly after handling
: P280 - Wear protective gloves, clothes, and goggles.
: P302+P352 - If on skin: Wash with plenty of water for at least 15 minutes.
: P308+P313 - If exposed or concerned: Get medical attention
: P314 - Get medical attention if you feel unwell
: P321 - Specific treatment (see first aid measures on this label)
: P332+P313 - If skin irritation occurs: Get medical attention
: P362 - Take off contaminated clothing and wash before reuse
: P405 - Store locked up
: P501 - Dispose of contents to meet all regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Petroleum Asphalt Base	(CAS No) 8052-42-4	2 - 8	Carc. 1B, H350
Petroleum Solvent	(CAS No) 68476-34-6	1 - 3	Flam. Liq. 3, H226 Acute Tox. 4 (Dermal), H312 Acute Tox. 4 (Inhalation), H332 Skin Irrit. 2, H315 Carc. 2, H351 STOT RE 2, H373 Asp. Tox. 1, H304 Aquatic Chronic 2, H411
Quartz	(CAS No) 14808-60-7	0.091 - 0.97	Carc. 1A, H350

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Give oxygen or artificial respiration if necessary. Get medical advice/attention if you feel unwell. Allow victim to breathe fresh air. Allow the victim to rest.
- First-aid measures after skin contact : Take off contaminated clothing and wash it before reuse. Wash with plenty of soap and water. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention. Specific treatment (see first aid measures on this label).
- First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persists.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : Dizziness, headaches, nausea. May cause respiratory irritation.
- Symptoms/injuries after skin contact : Irritation. Causes skin irritation.
- Symptoms/injuries after eye contact : Severe irritation including redness, tearing and blurred vision.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

- Explosion hazard : Never use a welding or cutting torch on or near drums of this material (even empty drums) because the material can ignite explosively.
- Reactivity : Stable under normal conditions.

5.3. Advice for firefighters

Firefighting instructions

: Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.

Protection during firefighting

: Do not enter fire area without proper protective equipment, including respiratory protection.

Special protective equipment for fire fighters

: Full face piece respirator.

Other information

: Water or foam may cause frothing which can be violent and may present a life-threatening situation. Frothing is most likely to occur when streams of water or foam are sprayed into hot or burning containers.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures

: The material can be reused; use old material as a base under fresh product.

6.1.1. For non-emergency personnel

Emergency procedures

: Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment

: Equip cleanup crew with proper protection.

Emergency procedures

: Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up

: On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling

: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid breathing dust.

Hygiene measures

: Wash contaminated clothing before reuse. Wash hands thoroughly after handling.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions

: Keep only in the original container in a cool, well ventilated place away from: Keep container closed when not in use.

Incompatible products

: Strong bases. Strong acids.

Incompatible materials

: Sources of ignition. Direct sunlight.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Permanent Pavement Repair Material		
ACGIH	Not applicable	
OSHA	Not applicable	

Petroleum Solvent (68476-34-6)		
ACGIH	ACGIH TWA (mg/m³)	100 mg/m³
OSHA	Not applicable	

Petroleum Asphalt Base (8052-42-4)		
ACGIH	Not applicable	
OSHA	Not applicable	

Quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 respirable fraction
OSHA	OSHA PEL (TWA) (mg/m³)	0.1 mg/m³ respirable dust
OSHA	Remark (OSHA)	(3) See Table Z-3.

8.2. Exposure controls

Personal protective equipment	: Avoid all unnecessary exposure.
Hand protection	: Wear protective gloves.
Eye protection	: Chemical goggles or safety glasses.
Skin and body protection	: Impervious clothing. Impervious shoes. Wear suitable protective clothing.
Respiratory protection	: Wear appropriate mask.
Other information	: Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Black coated stone.
Color	: Black
Odor	: Tar, Petroleum
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butyl acetate=1)	: Slower than ether.
Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: > 200 °F Cleveland Tag Open Cup Method
Auto-ignition temperature	: No data available

Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: Heavier than air.
Solubility	: Negligible. Water: Solubility in water of component(s) of the mixture : •: 0.001 %
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under normal conditions.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Petroleum Solvent (68476-34-6)	
LD50 oral rat	5000 mg/kg
LD50 dermal rabbit	2000 mg/kg
ATE US (oral)	5000.000 mg/kg body weight
ATE US (dermal)	2000.000 mg/kg body weight
ATE US (gases)	4500.000 ppmV/4h
ATE US (vapors)	11.000 mg/l/4h
ATE US (dust, mist)	1.500 mg/l/4h

Petroleum Asphalt Base (8052-42-4)	
LD50 oral rat	> 5000 mg/kg
LD50 dermal rabbit	> 2000 mg/kg
LC50 inhalation rat (mg/l)	> 94.4 ml/m ³

Skin corrosion/irritation : Causes skin irritation.
Serious eye damage/irritation : Not classified
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : May cause cancer.

Petroleum Asphalt Base (8052-42-4)	
IARC group	2A - Probably carcinogenic to humans, 2B - Possibly carcinogenic to humans

Quartz (14808-60-7)	
IARC group	1 - Carcinogenic to humans

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : May cause damage to organs through prolonged or repeated exposure.

Aspiration hazard : Not classified
Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation : Dizziness, headaches, nausea. May cause respiratory irritation.
Symptoms/injuries after skin contact : Irritation. Causes skin irritation.
Symptoms/injuries after eye contact : Severe irritation including redness, tearing and blurred vision.

SECTION 12: Ecological information

12.1. Toxicity

No additional information available

12.2. Persistence and degradability

Permanent Pavement Repair Material	
Persistence and degradability	Not established.

Petroleum Solvent (68476-34-6)	
Persistence and degradability	May cause long-term adverse effects in the environment.

Petroleum Asphalt Base (8052-42-4)	
Persistence and degradability	Not established.

Quartz (14808-60-7)	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Permanent Pavement Repair Material	
Bioaccumulative potential	Although there is no evidence that the components of UPM asphalt cold mix bioaccumulate in the food chains, the heavier molecular eight components of asphalt and Petroleum solvent may be persistent under some environmental conditions. Release of these products into surface waters should be avoided. Not established.

Petroleum Solvent (68476-34-6)	
Bioaccumulative potential	Not established.

Petroleum Asphalt Base (8052-42-4)	
Bioaccumulative potential	Not established.

Quartz (14808-60-7)	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on ozone layer :

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations. Dispose of contents to meet local and national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT
 Not regulated for transport

Additional information

Other information : No supplementary information available.

ADR

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Petroleum Solvent (68476-34-6)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Petroleum Asphalt Base (8052-42-4)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Quartz, Silica (14808-60-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

15.2.2. National regulations

Quartz, Silica (14808-60-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

Petroleum Asphalt Base (8052-42-4)

U.S. - New Jersey - Right to Know Hazardous Substance List

Quartz, Silica (14808-60-7)

U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

Other information : None.

Full text of H-phrases:

-----	Acute Tox. 4 (Dermal)	Acute toxicity (dermal) Category 4
-----	Acute Tox. 4 (Inhalation)	Acute toxicity (inhalation) Category 4
-----	Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
-----	Asp. Tox. 1	Aspiration hazard Category 1
-----	Carc. 1A	Carcinogenicity Category 1A
-----	Carc. 1B	Carcinogenicity Category 1B
-----	Carc. 2	Carcinogenicity Category 2
-----	Flam. Liq. 3	Flammable liquids Category 3
-----	Skin Irrit. 2	Skin corrosion/irritation Category 2
-----	STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
-----	H226	Flammable liquid and vapour
-----	H304	May be fatal if swallowed and enters airways
-----	H312	Harmful in contact with skin
-----	H315	Causes skin irritation
-----	H332	Harmful if inhaled
-----	H350	May cause cancer
-----	H351	Suspected of causing cancer
-----	H373	May cause damage to organs through prolonged or repeated exposure
-----	H411	Toxic to aquatic life with long lasting effects

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

“Providing valuable products from valuable people to valuable customers.”

This document contains confidential proprietary and trade secret information of UNIQUE Paving Materials Corp., and copying, dissemination, or use by anyone other than UNIQUE'S intended recipient is strictly prohibited by law.

UNIQUE PAVING



MATERIALS CORP.

Permanent Pavement
Repair Material

HIGH PERFORMANCE GUARANTEE

UPM® COLD MIX IS GUARANTEED TO PERFORM AS FOLLOWS:

- Patches using **UPM** Permanent Pavement Repair Material will outlast the surrounding pavement when properly applied (see other side).
- Winter grades will remain workable for use in sub-freezing temperatures.
- No primer required.
- Will not bleed through hot mix overlays.

*If **UPM** cold mix does not meet these high-performance guidelines, **UNIQUE Paving Materials Corp.** will replace it.*

*We want our customers to be like our material – **PERMANENT!***

BID RESULTS SUMMARY

PROJECT: Asphalt Patching Materials

DATE: March 26, 2020

BIDDERS SOLICITED: 37

BIDDERS RESPONDED: 1

MBE/WBE BIDS SOLICITED: 7

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 74567-012.0

MBE/WBE AWARDED: No

ISSUE DATE: March 2, 2020

BID OPENING: March 17, 2020

APPROVAL REQUIRED: City Commission

FUNDED BY: City

BIDDERS

AMOUNT BID

LOCATION

Unique Paving Materials
UPM Cold Mix

\$221,100.00

Cleveland, OH

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.5.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Eric T. Sajtar, PE, Senior Civil Engineer

DATE: April 20, 2020

SUBJECT: Approval of a Contract with Scrubair Systems, Inc. for the Central Air Stripper Media Replacement Project (Bid Reference # 91063-002.0)

RECOMMENDATION:

It is recommended that City Commission approve a contract with Scrubair Systems, Inc. for the Central Air Stripper Media Replacement Project, in the amount of \$278,670.

BACKGROUND:

The City of Kalamazoo identified the Central Air Stripper Media Replacement Project as a priority in 2019. The project involves replacing media in the two air strippers that treat water at the Central Pumping Station. This project also includes cleaning and inspecting both air strippers. Completion of this project is necessary to ensure the continued reliability of the City's water supply and distribution system.

Bids were opened for the project on March 26, 2020. Three bids were received with Scrubair Systems, Inc. being the low responsive bidder. Public Services recommends the approval of this contract.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Water Distribution System Operation and Maintenance

Strategic Goal Impact:

Safe Community- Creating a safe environment for living, working, and playing

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Inform

Discussion:

Engagement/Communication Tools

Water Resources has been working with EGLE and Prein & Newhof on this project. No impacts to residents or water customers are anticipated.

FISCAL IMPACT:

The funding for the \$278,670 expenditure is available in the City's 2020 Water Capital Improvement Budget under project #wat0200097.

APPROVAL ROUTING FORM

Final Approval Required Of:		Subject: Contract for Central Air Stripper Media Replacement (Bid Ref: 91063-002.0)			
XXXX	City Commission	Route to: (Check if required)	Date Received	Approved By:	Comments
Originating information					Please Return to Michelle Emig in Purchasing after contract has been signed. Thank You
Prepared by:	Eric Sajtar	X	Purchasing		
Department:	Public Services	X	City Attorney		
Phone:	2818	X	City Clerk		
Date Prepared:	3/31/20	X	City Mgr's Office		
Date Action Desired by:	April 20, 2020	X	City Clerk		
					Use reverse side for additional comments
Identify Attachments other than memo: Bid Results Summary Contract		For Manager's Use Action taken:			

Revised 11/2005



**Commission
Agenda Report
City of Kalamazoo**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed By: James J. Baker, PE, Public Services Director and City Engineer
Reviewed By: Teresa T. Johnson, Public Services Deputy Director
Prepared By: Eric T. Sajtar, P.E.

DATE: March 27, 2020

SUBJECT: Approval of a Contract with Scrubair Systems, Inc. for the Central Air Stripper Media Replacement Project – Bid Reference # 91063-002.0

RECOMMENDATION

It is recommended that City Commission approve a contract with Scrubair Systems, Inc. for the Central Air Stripper Media Replacement Project, in the amount of \$278,670.00.

BACKGROUND

The City of Kalamazoo identified the Central Air Stripper Media Replacement Project as a priority in 2019. The project involves replacing media in the two air strippers that treat water at the Central Pumping Station. This project also includes cleaning and inspecting both air strippers. Completion of this project is necessary to ensure the continued reliability of the City's water supply and distribution system.

Bids were opened for the project on March 26, 2020. Three bids were received with Scrubair Systems, Inc. being the low responsive bidder. Public Services recommends the approval of this contract.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
Water Distribution System	Operation and Maintenance

This program/project has a high degree of impact on the following Strategic Goal(s):

Safe Community- Creating a safe environment for living, working, and playing

BID RESULTS SUMMARY

PROJECT: Central Air Stripper Media Replacement

DATE: 3/31/20

BIDDERS SOLICITED: 30

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 3

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 91063-002.0

MBE/WBE AWARDED: No

ISSUE DATE: February 20, 2020

BID OPENING: March 26, 2020

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Scrubair Systems, Inc.	¹ \$278,670.00 ² \$278,670.00	Lake Zurich, IL
Monroe Environmental	¹ \$399,900.00 ² \$399,900.00	Monroe, MI
EnviroSolutions, Inc.	¹ \$435,200.00 ² \$435,200.00	Westland, MI

¹WITH Prevailing Wages Bid

²WITHOUT Prevailing Wages Bid

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
Deputy Director of Mgmt Services/
Purchasing Agent



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
cokpurchasing@kalamazoocity.org

MANDATORY PRE-BID MEETING – Tuesday, March 3, 2020 at 10:00 a.m. Local Time
Central Water Treatment Plant, 215 West Stockbridge Avenue, Kalamazoo, MI
AIR STRIPPER ACCESS HATCH WILL BE OPEN FOR INSPECTION

INVITATION FOR BID (IFB)

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

Project Name: Central Air Stripper Media Replacement Bid Reference #: 91063-002.0

IFB ISSUE DATE: February 20, 2020

BID DUE/OPENING DATE: March 19, 2020 @ 3:00 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: **Eric Sajtar, P.E.**
sajtare@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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IV	12 - 13	Drawings/Plans
V	14 - 20	Unit Prices - Measurement
VI	21 - 25	& Payment
		Photographs

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 by Fax machine will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least business 10 days before the bid opening** so a reply may reach all prospective bidders before 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.

SECTION II
BID AND AWARD

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

BID – WITH PREVAILING WAGES

This project will be awarded WITH Prevailing Wages.

CENTRAL AIR STRIPPER MEDIA REPLACEMENT

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Media Removal, Disposal and Interior Cleaning	2	Air Strippers	34,125.00	68,250.00
2	Demister Pads	2	Air Strippers	18,375.00	36,750.00
3	Inspection	2	Air Strippers	1,050.00	2,100.00
4	Media Purchase, Delivery and Installation	2	Air Strippers	64,995.00	129,990.00
5	Flushing, Disinfection and Startup	2	Air Strippers	9,240.00	18,480.00
6	Acid Washing with Pump	4	Events	2,625.00	10,500.00
7	Mechanical Breaking	2	Air Strippers	1,050.00	2,100.00
8	Acid Power Washing	2	Air Strippers	5,250.00	10,500.00
TOTAL BID					278,670.00

ALTERNATE BID – WITHOUT PREVAILING WAGES

To gather information on the cost of completing projects **WITHOUT** Prevailing Wages. This project will be awarded **WITH** Prevailing Wages.

CENTRAL AIR STRIPPER MEDIA REPLACEMENT

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Media Removal, Disposal and Interior Cleaning	2	Air Strippers	34,125.00	68,250.00
2	Demister Pads	2	Air Strippers	18,375.00	36,750.00
3	Inspection	2	Air Strippers	1,050.00	2,100.00
4	Media Purchase, Delivery and Installation	2	Air Strippers	64,995.00	129,990.00
5	Flushing, Disinfection and Startup	2	Air Strippers	9,240.00	18,480.00
6	Acid Washing with Pump	4	Events	2,625.00	10,500.00
7	Mechanical Breaking	2	Air Strippers	1,050.00	2,100.00
8	Acid Power Washing	2	Air Strippers	5,250.00	10,500.00
TOTAL BID					278,670.00

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

Work shall start in November 2020 and shall be completed by March 15, 2021.

2 WEEKS REQUIRED / UNIT

CITY OF KALAMAZOO – INVITATION FOR BID
Central Air Stripper Media Replacement

Page 4
Bid Reference #: 91063-002.0

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

Addendum No: 2 1 _____
Dated: 3/16/2020 3/12/2020 _____

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

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

Signed:  3/19/2020 Name: THOMAS L. O'CONNOR

Title: PRESIDENT

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.

3/19/2020
Date

Tamara M O'Connor
Signature

Tamara M. O'Connor
Printed Name

SECRETARY / TREASURER
Position

Application for Employment

Long Form

Equal access to programs, services and employment is available to all persons. Those applicants requiring a reasonable accommodation to the application and/or interview process should notify a representative of the Human Resources Department. We are an equal opportunity employer.

Please Print

Position applied for _____ Application Date ____/____/____

Name _____
LAST FIRST MIDDLE

Address _____
STREET CITY STATE ZIP CODE

Home Phone () Cellular/Other # () E-mail address _____

Shift preferred ☐ 1 ☐ 2 ☐ 3 ☐ Any Expected pay _____

Would you accept full-time work? ☐ Yes ☐ No Would you accept part-time work? ☐ Yes ☐ No

On what date would you be available for work? _____

If necessary, best time to call you is _____ : _____ AM PM ☐ Home ☐ Cellular/Other

How were you referred to our Company? _____

Have you submitted an application here before? ☐ Yes ☐ No If yes, please give date(s) and position(s): _____

Have you ever been employed here? ☐ Yes ☐ No If yes, please give dates: _____

Is this application a request for reemployment following an extended military leave of absence from our Company? ☐ Yes ☐ No
If yes, additional information may be requested.

If you are under 18 years old, can you provide a work permit if required? ☐ Yes ☐ No

Are you legally eligible for employment in the United States? (If yes, proof is required if hired.) ☐ Yes ☐ No

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

NOTE: This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage, to the extent permitted by law.

☐ Yes ☐ No ☐ Need more information about the job's "essential functions" to respond

Will you travel if required? ☐ Yes ☐ No Will you work overtime if required? ☐ Yes ☐ No

If they have been explained to you, are you able to meet the attendance requirements of the position? ☐ Yes ☐ No ☐ N/A

Have you ever been bonded? ☐ Yes ☐ No

Please provide your driver's license number, if driving is required for this job. _____ State _____

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might, in any way, restrict your ability to work for our Company? ☐ Yes ☐ No If yes, please explain:

Employment Experience

Place an X by the employer(s) you DO NOT want us to contact. List your most recent employer first.

☐ Employer _____

Contact Name _____ E-mail _____

Address _____ Phone () _____

Job Title _____ Supervisor _____

Dates employed: from (mm/yy) ____/____ to (mm/yy) ____/____ Hourly rate/salary: starting ____/____ final ____/____

Work performed _____

Reason for leaving _____

What did you like most about your position? _____

What were the things you liked least about the position? _____

☐ Employer _____

Contact Name _____ E-mail _____

Address _____ Phone () _____

Job Title _____ Supervisor _____

Dates employed: from (mm/yy) ____/____ to (mm/yy) ____/____ Hourly rate/salary: starting ____/____ final ____/____

Work performed _____

Reason for leaving _____

What did you like most about your position? _____

What were the things you liked least about the position? _____

☐ Employer _____

Contact Name _____ E-mail _____

Address _____ Phone () _____

Job Title _____ Supervisor _____

Dates employed: from (mm/yy) ____/____ to (mm/yy) ____/____ Hourly rate/salary: starting ____/____ final ____/____

Work performed _____

Reason for leaving _____

What did you like most about your position? _____

What were the things you liked least about the position? _____

Employment Experience (continued)

Explain any gaps in your employment, other than those due to personal illness, injury or disability.

Have you ever been fired or asked to resign from a job? ☐ Yes ☐ No

If yes, please explain: _____

Education Background

High School: _____ Location _____

Course of study _____ Did you graduate? ☐ Yes ☐ No Degree or diploma _____

College: _____ Location _____

Course of study _____ Did you graduate? ☐ Yes ☐ No Degree or diploma _____

Graduate School: _____ Location _____

Course of study _____ Did you graduate? ☐ Yes ☐ No Degree or diploma _____

Vocational Training/Other: _____ Location _____

Course of study _____ Did you graduate? ☐ Yes ☐ No Degree or diploma _____

Continuing Education: _____

Special Training or Skills

Languages, machine operation, etc., that would be of benefit in the job for which you are applying.

Social Security Number

SS# _____ The Company will make reasonable efforts to safeguard the privacy of this information and will use it only for employment purposes.

References

List names and telephone numbers of three business/work references who are **not** related to you and are **not** previous supervisors. If not applicable, list three school or personal references who are **not** related to you.

Name	Title	Relationship to You	Telephone	E-Mail	Years Known

Applicant Statement

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false or misleading information, omissions or misrepresentations are discovered, my application may be rejected, and if I am employed, my employment may be terminated at any time.

If hired, I agree to conform to the Company's rules and regulations, and I understand that these rules and/or the employee handbook do not form a contract of employment either express or implied, and I agree that my employment and compensation can be terminated, with or without cause and with or without notice to the extent permitted by law, at any time, at either my or the Company's option.

I also understand and agree that the terms and conditions of my employment may be changed, with or without cause and with or without notice, at any time by the Company. I understand that no Company representative, other than its president, and then only when in writing and signed by the president, has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing.

I expressly authorize, without reservation, the employer, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, résumé or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees or representatives for seeking, gathering and using truthful and nondefamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

I also understand that, if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States as required by federal immigration laws.

This Company does not tolerate unlawful discrimination or harassment based on sex, race, color, religion, national origin, citizenship, age, disability, or any other protected status under applicable federal, state or local law. No question on this application is used to limit or exclude an applicant from employment consideration on any basis prohibited by applicable federal, state or local law.

Applicant's signature _____ Date ____/____/____

CITY OF KALAMAZOO – INVITATION FOR BID

Central Air Stripper Media Replacement

Page 6

Bid Reference #: 91063-002.0

**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: _____

Revised April 2008

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>		
<i>NOT APPLICABLE</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: SCRUBAIR SYSTEMS INC.

2. Established: Year 2003 Number of Employees: 30

3. Type of organization:

- a. Individual: _____ b. Partnership: _____
c. Corporation: ✓ d. Other: _____

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

NOT APPLICABLE

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: ARCONIC

Address: WASHINGTON, MO

Phone: 636-239-7816 extension 84330115

Contact: JOANN SMITH

Type of work or contract: HF FUME SCRUBBERS A+B CLEANING +
PACK REPLACED
REPAIRS

5.2 Company Name: STANDARD AERO

Address: WINNIPEG MANITOBA CANADA

Phone: 204-232-1783

Contact: CAMERON MAZUREK

Type of work or contract: ACID SCRUBBER + 2 CYANIDE SCRUBBERS PACK
CHANGE

5.3 Company Name: TEXTRON AVIATION

Address: WICHITA, KS

Phone: 316 515 5913

Contact: MIKE PRICE

Type of work or contract: 13 FUME SCRUBBERS PACK AND/OR MESH PAP
REPLACED

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

Signed: [Signature]

Name: BILL VAUGHAN
(type or print)

Title: FIELD SERVICE SUPER

Date: 3/15/20



MANAGEMENT SERVICES DEPARTMENT
PURCHASING DIVISION

241 W. South Street
Kalamazoo, Michigan 49007-4796
Telephone (269) 337-8020
FAX (269) 337-8500

cokpurchasing@kalamazoo-city.org

ADDENDUM #1

March 12, 2020

TO: **All MANDATORY Pre-Bid Meeting Attendees**
PROJECT: **Central Air Stripper Media Replacement**
BID REFERENCE #: **91063-002.0**
BID OPENING DATE/TIME: **March 19, 2020 at 3:00 p.m. Local Time**

The purpose of this addendum is to clarify and/or modify the Drawings and/or Specifications for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. RESPONSE TO QUESTIONS

Q: **If the tests for bacteria cannot be passed after several disinfections, can we complete the disinfection procedure by filling the entire air stripper with the disinfection liquids rather than recirculating the liquid. Is the tower rated for a hydrostatic fill such as this?**

A: In the event that bacteria test results are not acceptable after four consecutive disinfection events, the City will evaluate options with the Contractor.

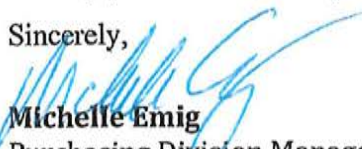
Q: **Can the roof beams be used to hoist packing media and equipment?**

A: See the attached drawings (*Attachment A*) for a potential hoist mounting location and acceptable load rating. If the identified beam is used for hoisting, contractor is responsible for, but not limited to, the following: providing, installing, operating, and removing hoisting equipment in accordance with applicable safety rules and regulations at no additional cost to the City; repairing any damage to the existing building and associated facilities resulting from the installation, operation or removal of hoisting equipment at no additional cost to the City; and Contractor accepts all responsibility and liability associated with the installation, operation and removal of hoisting equipment.

The Addendum can be viewed and downloaded from the City's website at <https://www.kalamazoo-city.org/bidopportunities>.

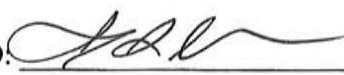
In order for a bid to be responsive, this signed and dated addendum must be returned with your bid. If you have already submitted your bid, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your bid. Please identify your return envelope with the bid reference number and project description.

Sincerely,


Michelle Emig
Purchasing Division Manager

c: Eric Sajtar, Public Services
Prevailing Wage File

FIRM: SCRUBAIR SYSTEMS, INC.

SIGNED: 

NAME: THOMAS L. O'CONNOR
(Type or Print)

DATE: 3/19/2020

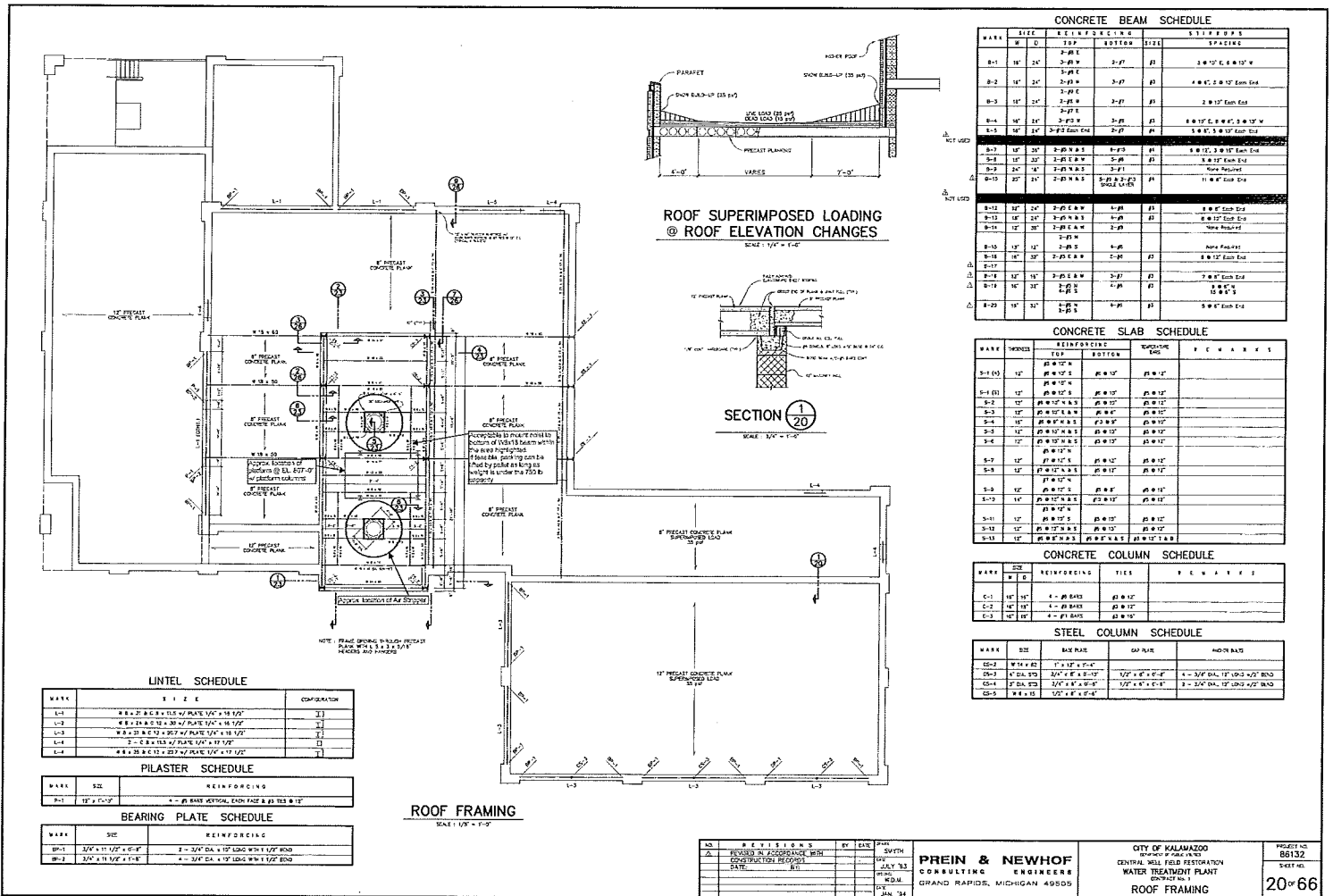


Addendum #1

ATTACHMENT A CENTRAL TREATMENT PLANT DRAWINGS

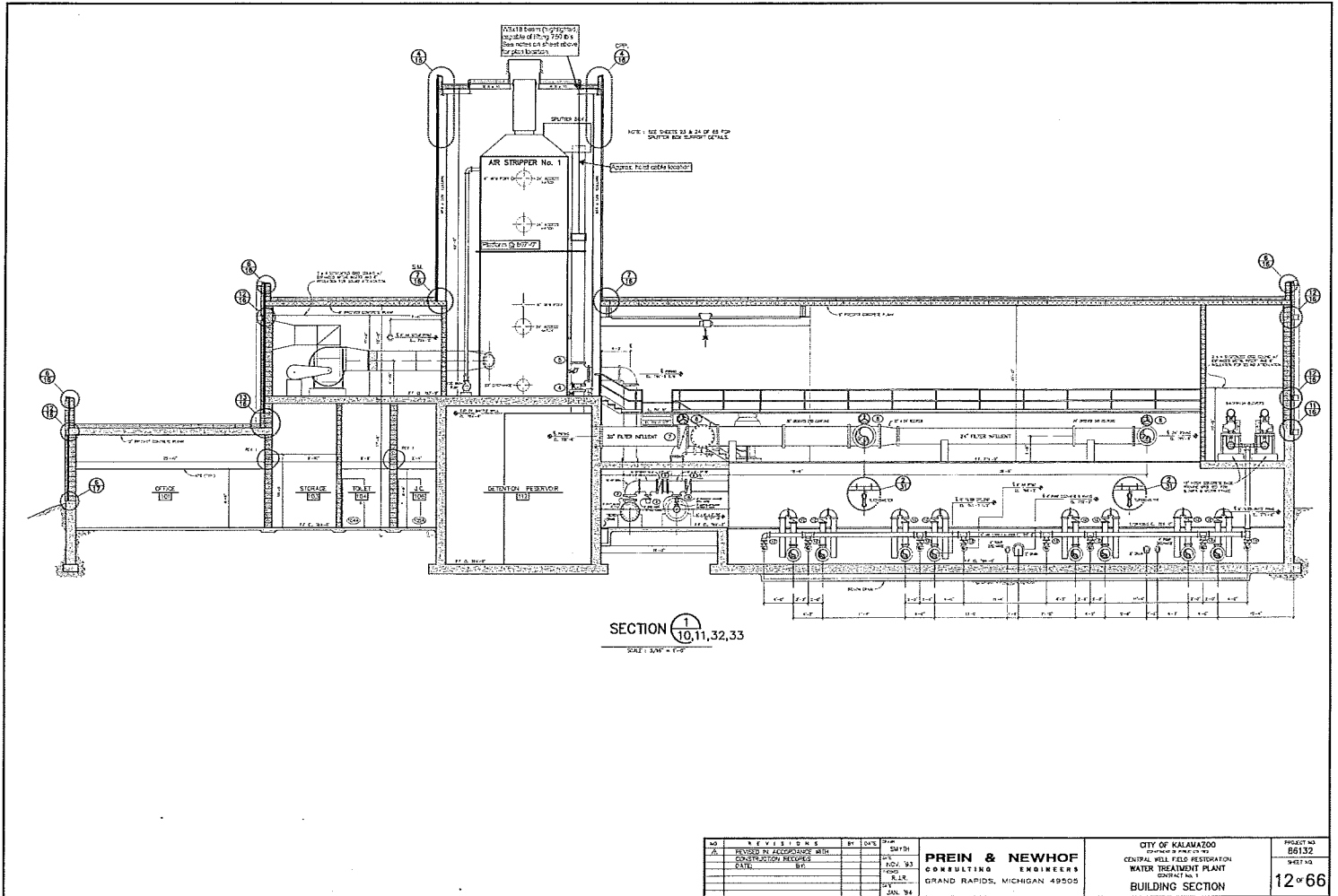
Central Air Stripper Media Replacement

Bid Reference #: 91063-002.0



NO.	REVISIONS	BY	DATE
1	REVISED TO ACCORDANCE WITH	SWITH	JULY 73
2	CONSTRUCTION RECORD	MDM	JULY 73
3	DATE	MDM	JUN 74

PREIN & NEWHOF	CITY OF KALAMAZOO	PROJECT NO.
CONSULTING ENGINEERS	CENTRAL HILL FIELD RESTORATION	86132
GRAND RAPIDS, MICHIGAN 49505	WATER TREATMENT PLANT	SHEET NO.
	CONTRACT NO. 1	20 OF 66
	ROOF FRAMING	





**MANAGEMENT SERVICES DEPARTMENT
PURCHASING DIVISION**

241 W. South Street
Kalamazoo, Michigan 49007-4796
Telephone (269) 337-8020

FAX (269) 337-8500 cokpurchasing@kalamazoocity.org

COVID-19 ADDENDUM

ADDENDUM #2

March 16, 2020

TO: MANDATORY Pre-Bid Meeting Attendees
PROJECT: Central Air Stripper Media Replacement
BID REFERENCE #: 91063-002.0
BID OPENING DATE/TIME: March 26, 2020 at 3:00 p.m. Local Time

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.

NOTE: The BID OPENING DATE/TIME has been changed to **March 26, 2020 at 3:00 p.m.** in order to allow time for the update to sealed bid delivery and bid opening policy.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY

Effective immediately and continuing until further notice, due to the COVID-19 virus the City of Kalamazoo will no longer be accepting sealed bids in-person or conducting public bid openings.

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. Pictures of the drop box location have been provided in **Attachment A**.

Bidders are strongly encouraged to deliver their sealed bid to the Treasurer's Office Payment Drop Box. However, if hand delivery of your bid to the drop box is not an option, please be sure to allow enough time for possible mail delays when mailing sealed bids to the City. Any bid received after the exact date and 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.)

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.

In order for a bid to be responsive, this signed and dated addendum must be returned with your bid. If you have already submitted your bid, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your bid. Please identify your return envelope with the bid reference number and project description.

Sincerely,



Michelle Emig
Purchasing Division Manager

c: Eric Sajtar, Public Services
Prevailing Wage File

FIRM: SCRUBAIR SYSTEMS, INC.

SIGNED: 

NAME: THOMAS L O'CONNOR
(Type or Print)

DATE: 3/19/2020



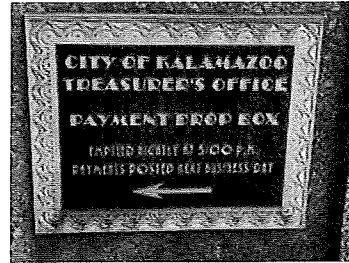
COVID-19 Addendum

ATTACHMENT A

CITY OF KALAMAZOO TREASURER'S OFFICE PAYMENT DROP BOX PICTURES

CITY OF KALAMAZOO TREASURER'S OFFICE PAYMENT DROP BOX

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.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



CITY OF KALAMAZOO – INVITATION FOR BID

Central Air Stripper Media Replacement

Page 9

Bid Reference #: 91063-002.0

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): 65-1201309Remittance Address: 1200 EISEL ROAD, LAKE ZURICH, IL 60047

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

SIGNED: [Signature] NAME: THOMAS L. O'CONNOR
(Type or Print)TITLE: PRESIDENT DATE: 3/19/2020FIRM NAME: SCUBAIR SYSTEMS, INC.
(if any)ADDRESS: 1200 EISEL ROAD LAKE ZURICH IL 60047
(Street address) (City) (State) (Zip)PHONE: 847-550-8061 FAX: 847-550-8062EMAIL ADDRESS: SCUBAIR1@AOL.COM**FOR CITY USE ONLY - DO NOT WRITE BELOW**

Bid accepted at the unit prices stated herein for a total contract not to exceed \$278,670.00.
Contract expires 3/15/2021.

APPROVED BY: _____
James K. Ritsema, ICMA-CMTITLE: City Manager

DATE: _____

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

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

INDEMNITY AND INSURANCE

Continued

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

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

SECTION IV
SPECIAL REQUIREMENTS

1. BID BOND/GUARANTEE

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

A. PERFORMANCE BOND

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

B. LABOR AND MATERIAL (PAYMENT) BOND

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

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

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

2. WAIVERS OF LIEN

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

3. SUBCONTRACTORS

- A. Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type of 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 project requires prevailing wages.

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 to provide a contractor who shall provide all labor, materials, tools, and equipment necessary to complete air stripper media replacement and associated tasks to the City of Kalamazoo as described in the specifications and bid document.

2. SCOPE OF WORK

This contract includes, but is not limited to: all labor, materials, tools, and equipment required to complete the work detailed in the attached specifications (*Attachments A, B and C*).

3. QUANTITIES

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

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. MANDATORY PRE-BID MEETING AND SITE INSPECTION

All prospective contractors and subcontractors must attend a **MANDATORY PRE-BID MEETING on Tuesday, March 3, 2020 at 10:00 a.m. Local Time at the Central Water Treatment Plant, 215 West Stockbridge Avenue, Kalamazoo, MI 49001. An AIR STRIPPER ACCESS HATCH WILL BE OPEN FOR INSPECTION.**

6. AWARD

The following award criteria shall be used and considered in evaluating and awarding the contract:

- 6.1 Bidder's experience on similar projects, i.e., size, type, cost and location.
- 6.2 Capacity of firm to start and complete a project of this type on target.
- 6.3 Total bid price.

7. INSPECTION OF WORK

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

8. 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, Water Resources Division.

9. 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 water sample collection and analysis. 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.

10. MATERIALS INSPECTION AND RESPONSIBILITY

- 10.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11. LAYING OUT WORK

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

12. SUPERVISION

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

13. TEMPORARY UTILITIES

- 13.1 Temporary or construction water is available at the Site. The Contractor must provide drinking water, water hose(s), water tank(s), and pump(s) as necessary.
- 13.2 Temporary toilets: To be supplied by the Contractor as may be necessary. A restroom is present at the Site.

14. 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.

15. 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.

16. PROGRESS SCHEDULE

16.1 After receipt of Notice to Proceed, **work shall start in November 2020** unless otherwise agreed to by the Project Manager.

16.2 **Project shall have a final completion date of March 15, 2021.**

16.3 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.

16.4 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.

16.5 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.

16.6 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, 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.

16.7 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.

16.8 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 of the work.

17. CONSTRUCTION SCHEDULE AND COORDINATION

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

18. CONTRACTOR COORDINATION

- 18.1 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.
- 18.2 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.

19. COORDINATING CLAUSE

The Contractor's attention is called to Article 104.07 of the MDOT 2003 Standard Specifications for Construction entitled "Cooperation by Contractor."

20. ADDITIONS

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

21. MAINTAINING TRAFFIC

- 21.1 This work shall be in accordance with the requirements of Section 812 of the MDOT Standard Specifications for Construction and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.

- 21.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines for intersecting streets which are to be closed with the first usable street on each side of the project. Traffic regulators, where required by the Engineer, are included.
- 21.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, drum type barricades will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area.
- 21.4 Through traffic shall be maintained utilizing sidewalk closures with detours and traffic shifts per MDOT traffic and safety details.
- 21.5 Protection of all pedestrian traffic shall be maintained at all times.
- 21.6 Payment for the traffic control devices shall be based on the quantity used and the contract unit prices.
- 21.7 Under Article 812.04.D "Operated Pay Items" the term 'Relocating' shall include the relocating of the item from any street covered by the contract to any other street covered by the contract.

Special Restrictions: Access to frontage properties shall be maintained as much as practical. Emergency access shall be maintained at all times. The Contractor shall maintain two-way traffic with flag control as needed when the road is restricted to only one traffic lane.

22. LIQUIDATED DAMAGES

- 22.1 Liquidated damages, if applicable, shall be \$500.00 a day regardless of contract size.
- 22.2 The provisions of Article 108.11B of the MDOT 2003 Standard Specifications for Construction for reducing liquidated damages of 50 percent of the amount indicated in Table 108-1 of article 108.11C for projects where traffic is maintained during construction will not apply.

23. REMOVAL OF RUBBISH

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

24. SITE ACCESS

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

25. 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.

26. SAFETY

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

27. PAY ESTIMATES

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

28. 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 and Engineer that the specified product will be incorporated into the Work and the Bidder will be committed to supplying the specified product.

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 Provide name, address and telephone number of manufacturer's authorized representative.
- 28.5 Submit three copies of all documents for each request for Substitution for consideration.
- 28.6 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. MANUFACTURER'S CERTIFICATION

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

34. 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.

35. PROTECTION OF PROPERTY

35.1 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.

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

36. QUESTIONS

Bidders shall address questions regarding the specifications to Eric Sajtar, P.E. at sajtare@kalamazooocity.org. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Craig Hull, Buyer at (269) 337-8444.

**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. 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-city.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 paper work 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

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. **SUCH CHANGES, IF 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, unless stated otherwise.

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, their 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 City's 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 Project Manager, 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 individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

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

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

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

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

APPENDIX B - PREVAILING WAGES

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

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

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

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

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

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

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

Revised 4-08



PREVAILING WAGES

Central Air Stripper Media Replacement

Bid Reference #: 91063-002.0

February 2020

"General Decision Number: MI20200061 01/03/2020

Superseded General Decision Number: MI20190061

State: Michigan

Construction Type: Heavy

County: Kalamazoo County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

CARP0525-006 06/01/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.66	20.19

ELEC0131-006 05/27/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 34.36	16.48

* ENGI0325-009 09/01/2019

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 32.92	24.35
GROUP 2.....	\$ 28.03	24.35

GROUP 3.....	\$ 27.53	24.35
GROUP 4.....	\$ 27.25	24.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

 ENGI0326-025 06/01/2019

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.58	24.35
GROUP 2.....	\$ 36.28	24.35
GROUP 3.....	\$ 33.63	24.35
GROUP 4.....	\$ 31.92	24.35
GROUP 5.....	\$ 31.92	24.35
GROUP 6.....	\$ 26.06	24.35
GROUP 7.....	\$ 23.58	24.35

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; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; 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

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.

 IRON0340-004 06/19/2017

Rates	Fringes
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IRONWORKER, STRUCTURAL AND
REINFORCING.....\$ 24.43 24.67

LABO0334-011 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer,
utilities, and improvements, including underground
piping/conduit (including inspection, cleaning, restoration,
and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.97	12.85
(2) Mason Tender- Cement/Concrete.....	\$ 21.10	12.85
(4) Grade Checker.....	\$ 21.28	12.85
(5) Pipelayer.....	\$ 21.40	12.85

LABO0355-010 06/01/2018

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 23.02	12.85
Pipelayer.....	\$ 20.34	12.85

PAIN0312-014 06/12/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

PLAS0016-020 04/01/2014

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

PLUM0333-026 06/01/2019

Fort Custer

	Rates	Fringes
PLUMBER.....	\$ 38.19	22.33

PLUM0357-012 07/01/2018

Excluding Fort Custer

	Rates	Fringes
PLUMBER.....	\$ 33.70	19.85

TEAM0007-011 06/01/2019

	Rates	Fringes
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TRUCK DRIVER

Lowboy/Semi-Trailer Truck...	\$ 27.30	.50 + a+b
Tractor Haul Truck.....	\$ 27.05	.50 + a+b

FOOTNOTE:

- a. \$446.70 per week.
b. \$67.00 daily.

SUMI2010-059 11/09/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 12.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have 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

SPECIFICATIONS & DRAWINGS/PLANS

Central Air Stripper Media Replacement

Bid Reference #: 91063-002.0

February 2020

Air Stripper Packing Media Replacement

City of Kalamazoo
Kalamazoo County, Michigan

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City of Kalamazoo
Air Stripper Packing Media Replacement
Technical Specifications
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Specifications

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01 33 00	Submittals
01 60 00	Materials and Equipment
43 32 60	Project Completion and Pay Items

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- Sheet 1 - Cover
- Sheet 2 – 1994 Floor Plan
- Sheet 3 – Process Plan and Sections
- Sheet 4 – Flow Schematic

Reference Drawings

- Sheets 5 through 9 – Original Air Stripper Submittal Drawings

PART 1 - GENERAL

1.01 GENERAL

- A. Related Sections: Some Sections of the Specifications (Divisions 1 through 43) may include a paragraph titled "Related Sections." This paragraph is an aid to the Project Manual user and is not intended to include all Sections that may be related. It is the Contractor's obligation to coordinate all Sections whether indicated under "Related Sections" or not.

1.02 SUMMARY OF WORK

- A. The work covered by the Contract Documents consists of improvements to the **City of Kalamazoo Central Well Field Water Treatment Plant**, located at **215 West Stockbridge**. Included in this work is furnishing all supervision, labor, materials, equipment, activities and related costs necessary for completing the improvements. Work includes but is not limited to:

Removal and replacement of the existing packing media and demister pads in the two existing air strippers in the Water Treatment Plant. Also included is all staging, sequencing, cleaning, disinfecting, and startup activities necessary for a complete operating system. Contractor shall complete work in a manner that allows for continuous operation of at least one air stripper at all times. Work will be limited by the Owner to "low flow" times of the year. The Owner plans to have this work completed starting in November 2020. Time is of the essence and after work is begun, Contractor shall continue work until complete. Both air strippers shall be available for use by the City by March 15, 2021.

Contractor shall also complete an inspection of the interior of both air strippers including documenting condition of interior with photographs. If inspection indicates a need for any repairs, Contractor shall complete repairs on a time and material basis after approval by the Owner.

- B. The Contractor shall attend a mandatory pre-bid meeting at the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect execution and completion of the work and its cost. Such considerations shall include the arrangement and condition of the existing structures and facilities, the availability and cost of labor and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Contractor's proposal. There will be no subsequent financial adjustment for lack of such prior information.

- C. Phasing:

1. One of the air strippers shall be available to the City for use in treating drinking water at all times.
2. Refer to section 43 32 60 for detailed phasing requirements.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow Owner access to and operation of all existing treatment facilities.
- B. The water treatment plant facilities shall remain operational during the entire project to assure the ability of the City to maintain successful treatment for the public water supply.

SECTION 01 10 00
SUMMARY OF WORK

It is not possible to remove the Water Treatment Plant from service during the work. Contractor shall coordinate with the Owner to have flows reduced or adjusted in particular areas of the plant to the extent possible.

The Contractor shall not encumber the site with material and equipment that would interfere with operation.

C. Access to Site

1. During construction, all roadways, streets and alleys may not be obstructed unless special permission is received from Owner.

D. Construction Operations: Limited to areas noted on Drawings. Limits of construction shall be confined to property owned by the Owner. Contractor shall coordinate access, site utilization, and work area limits with the Owner.

E. Time Restrictions for Performing Work: Work shall be performed during normal business hours. Monday – Friday, 7AM to 5PM. No night or weekend or Holiday work allowed unless permission is received from the Owner.

F. Utility Outages and Shutdowns: Any utility outages required, beyond those described herein, shall be approved in advance by the Owner. In the event that outages beyond those described herein are necessary, temporary utilities shall be provided by the Contractor to ensure the full functionality of the facility during temporary outages.

G. Use of Site for Storage and Field Office: Space for storage and field office for the Contractor is his responsibility. Any structures or facilities needed for storage or field office shall be constructed by the Contractor at his own expense and no separate payment will be made therefor. The Contractor shall not unreasonably encumber the site with materials and equipment and shall obtain and pay for use of additional storage or work areas needed for operations. The Contractor shall not load structures with weight that will endanger the structure. The Contractor shall move any stored products which interfere with operations of the Owners or other Contractors.

All security requirements for such facilities shall be provided and maintained by the Contractor. The Contractor shall remove any temporary facilities and all surplus materials when there is no further need of them. Each subcontractor shall be held responsible to the Contractor for all damages to existing site facilities disturbed through the performance of his work, or in the delivery of materials or equipment for his use, and shall pay all costs in connection with repairing of same. The Contractor shall be held responsible that all damage be repaired.

H. During performance of the work, the Contractor shall, at all times, keep the site or sites of the work and adjacent premises as free from material, debris and rubbish as is practical and shall remove it from any portion of the site and building, if in the opinion of the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable.

At the conclusion of the work, all erection plant tools, temporary structures and materials belonging to the Contractor shall be promptly removed from the construction site and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new condition.

Areas of work shall be clean and dust free prior to beginning operation of new equipment.

1.04 PROGRESS SCHEDULE

To enable the work to be laid out and completed in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within 5 days of signing of the Contract. This schedule shall indicate the construction starting date and completion date for each of the various operations to be performed under this Contract. This schedule shall be in the form of a bar chart or of a network diagram showing, in a visual and logical manner, the various work functions or activities necessary to complete the work under this Contract, and the critical relationships between these activities. Activities conducted to insure operational status of the water treatment plant shall be included.

Required interruption of service to complete activities under this contract shall be addressed in a manner that includes scope of work, preparation tasks prior to service interruption that will minimize down time, estimate of duration of service interruption, and activities that will be requested of the Owner. The Engineer and the Owner will review the proposed progress schedule to determine conformity to the Contract Documents. If such conformity is demonstrated, the Engineer will accept the proposed schedule.

In the event that the project schedule must be modified, the Contractor shall submit to the Engineer a revised progress schedule indicating any anticipated change from the original progress schedule. The revised schedule shall be submitted within 3 - business days and shall include provisions for performing work authorized under approved Change Orders. If the Engineer determines that the modifications in the revised progress schedule are reasonable and that they conform to the Contract Documents, the Engineer will accept the revised schedule.

If the Contractor fails to adhere to the approved progress schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with such schedule.

Once construction has commenced it shall continue through to completion without interruption, unless approved by the Owner.

1.05 PERMITS

- A. General: The Owner will obtain an Act 399 Permit for Water Supply Systems from the Michigan Department of Environment, Great Lakes, and Energy, if necessary. The Contractor shall obtain all permits necessary for construction of this project not obtained by the Owner. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the Drawings.

1.06 DATUM PLANE

Retrofit activity shall integrate new facilities with existing. Existing facility dimension data was established by field measurement. The Contractor shall field verify actual site conditions.

1.07 PROTECTION OF NATURAL RESOURCES

- A. The Contractor shall take all necessary steps to prevent damage to fish and game habitat and to preserve the natural resources of the State. Construction shall be carried out so as to minimize discharge of damaging material into any stream, lake, reservoir, or onto the ground.
- B. The Contractor shall exercise caution in the discharge of waters from pumps, deep wells, or well point systems, in order that such discharges do not cause erosion, siltation, soil depositions, etc., in sewers, streams or other water courses or drainage structures.
- C. The Contractor shall not permit any sand or debris of any kind to enter the existing ditches, streams, storm sewers or culverts.

SECTION 01 10 00
SUMMARY OF WORK

- D. The rules and regulations of all work shall comply with Part 31 (Water Resources Protection), Part 301 (Inland Lakes and Streams Act), Part 91 (Soil Erosion), and Part 303 (Wetland Protection) of P.A. No. 451 (Natural Resources and Environmental Protections Act of 1994).

1.08 PROTECTION OF ADJACENT STRUCTURES AND LANDSCAPING

The Contractor shall be entirely responsible for all damage to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephone lines, railroad bridges and tracks, streets, pavements, sidewalks, curbs, fences, street and highway bridges and culverts, building foundations, retaining walls or other structures of any kind met with during the progress of the work, and shall be liable for damages to public or private property resulting therefrom.

The cost of protection, replacement in their original positions and conditions or payment for damages thereto of pipe lines and structures affected by the work and the removal, relocation and rebuilding of pipe lines and structures called for on the Drawings or specified shall be deemed included in the contract Pay Items. No additional payment will be made therefor.

The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owner and utility owners thereof to that end.

1.09 WARRANTY

The Contractor shall warranty and guarantee all equipment and work for a minimum of two years from the dates of substantial completion. Greater warranty duration may be required by the project specifications for specific equipment and/or work.

1.10 SAFETY

The Contractor is solely responsible for safety in accordance with the General Conditions.

Work inside the air strippers will require confined space entry. Contractor shall meet all Michigan OSHA requirements for certified personnel and procedures for confined space entry.

PART 2 - PRODUCTS

*** Not Used ***

PART 3 - EXECUTION

*** Not Used ***

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Data to be furnished by the Contractor.

1.02 CONSTRUCTION PROGRESS SCHEDULE

- A. See requirements for Contractor submission of a construction progress schedule in Section 01 10 00 – “Summary of Work.”

1.03 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. General: Where required by the Specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Owner whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the Specifications. Shop drawings shall be in accordance with the General Conditions and Supplementary Conditions and the requirements outlined herein.
- B. Submittal Content and Format: Submittals shall be numbered consecutively and distinctly present the following:
 - 1. All working and erection dimensions.
 - 2. Arrangements and sectional views.
 - 3. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
 - 4. Electrical wiring connections between all equipment furnished under the Contract, including all internal wiring between internal components of equipment and controls.
 - 5. Kinds of materials and finishes.
 - 6. Parts lists and description thereof.
 - 7. Drawings for mechanical and electrical equipment shall present, where applicable, such data as dimensions, weight, and performance characteristics. These data shall show conformance with the performance characteristics and other criteria incorporated in the Contract Documents.
- C. Contractor Responsibility
 - 1. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the Specifications and Drawings. If the information shows deviations from the Specifications or Drawings, the Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where submittal may affect the work of another Contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and Subcontractors.
 - 2. The Contractor shall be responsible to check and verify all field measurements, all dimensions on shop and setting drawings and all schedules required for the work of all the various trades.
 - 3. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the Owner with regard to a submittal. These dealings shall be limited to contract interpretations.

SECTION 01 33 00
SUBMITTALS

4. The Contractor shall stamp each submittal with stamp, initialed and signed, certifying to review of the submittal by the Contractor, verification of field measurements and compliance with Contract Documents.

D. Transmittal Procedure

1. Submittals shall be submitted promptly in accordance with dates in proposals, approved schedules and in such sequence that there is no delay in the Work or the work of any other Contractor. Submittals may be submitted by mail or electronically per the requirements listed below.
2. Submittals regarding material and equipment shall be accompanied by clear identification of the equipment and any variations from these Specifications.
3. A unique number, sequentially arranged, shall be noted on the transmittal form accompanying each item's submittal. Original submittal numbers shall have the following format "XXX-Y"; where "XXX" is the originally assigned submittal number, and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd and 3rd resubmittals, respectively. Submittal 025-B, for example, is the second resubmittal of submittal 25.

E. Electronic Transmittal Procedure – Submittals shall be submitted electronically via the Prein&Newhof Plan Room in accordance with the above “Transmittal Procedure” requirements as well as the following requirements and procedures.

1. Contractor shall be given a Login ID and Password to the Prein&Newhof Plan room. The website for the Prein&Newhof Plan Room is <http://www.preinnewhof.com/plan-room/>.
2. Upon logging into the website, the Contractor will have access to a project folder labeled with the name of the Owner and Project. This folder will only be accessible to the Contractor, the Owner, and the Engineer.
3. Login and password will not be provided to Subcontractors. If the Contractor provides their login information to their Subcontractors, the Contractor assumes responsibility for the Subcontractor's actions.
4. The Contractor may request automatic notifications by email of an “Upload” of both submitted and reviewed documents.
5. Within the “Project Folder” there will be a “To Be Reviewed” folder and a “Reviewed” Folder. Contractor shall upload submittals in PDF format to the “To Be Reviewed” subfolder. The time and date of the upload will be logged and automatic email notifications will be sent.
6. All submittals shall be prepared in accordance with this Section 01 33 00 of the specifications. Electronic submittals shall have the following naming format:

Submittal Number – Specification Section – Description.pdf

For example –001-033000-Concrete Mix Design.pdf

A letter shall be added after the submittal number for resubmittals. For example, 001B-033000-Concrete Mix Design.pdf would be the second resubmission.

7. Within 15 days, reviewed submittals will be posted in the “Reviewed” folder. Automatic email notifications of the upload will be sent.
8. The Engineer will update the “Shop Drawing Status Log” and post it in the Project Folder as submittals are received, where it will be accessible by the Owner, Contractor, and Engineer.
9. Contractor shall submit any submittal requiring an Engineer's seal as a hard copy. In addition, all submittals with an original size greater than 11 inches by 17 inches shall be submitted as a hard copy. All hard copy submittals shall also be submitted electronically.

F. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the Specifications and Drawings, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies. Contractor shall prepare reason for a change, including cost differential, and request a change order to cover the deviations.

- G. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.
- H. Review Procedure
1. When the contract documents require a submittal, the Contractor shall submit five (5) copies of all submittal data (or one (1) electronic copy if submitting electronically), of which two (2) copies will be retained by the Engineer. For samples this number may vary. For samples, submit the number stated in each Specifications Section.
 2. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the Drawings and Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 3. If the review indicates limited corrections are required, submitted copies will be marked "FURNISH AS CORRECTED". The Contractor may begin implementing the work method by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in Operation and Maintenance data, a corrected copy shall be provided.
 4. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "REVISE AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
 5. If the review indicates that the material, equipment or work method is not in general conformance with the Drawings and Specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations which have not been identified clearly may be rejected. Except at its own risk the Contractor shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
 6. If the review indicates that the material or equipment is not from an acceptable manufacturer, as indicated in the Specifications, copies of the submittal will be marked "REJECTED". Except at its own risk, the Contractor shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
 7. If the review indicates "ACKNOWLEDGED RECEIPT", the submittal under review has been appropriately noted and filed. No further action is required for a submittal so noted.
 8. If the review indicates "ON HOLD", the submittal is being held in the office of the Engineer pending the submittal of additional information, etc. so that the review can be completed. No further action on the submittal shall be taken until the information needed has been received and the submittal is returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
- I. Effect of Review of Contractor's Submittal
1. Review of Drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liabilities by the Engineer or the Owner, or by an officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.
 2. Review of Drawings also shall not relieve the Contractor of responsibility for the proper fitting and construction of the work nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings.
 3. A mark of "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED" shall mean that the Owner has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

1.04 LIST OF SHOP DRAWING SUBMITTALS

A. Requirements

1. Within two (2) weeks after Notice of Award, the Contractor shall submit for review by the Engineer an anticipated list of shop drawing submittals and submittal dates.

1.05 OPERATION AND MAINTENANCE DATA

A. Requirements

1. Compile product data for all equipment and associated controls systems furnished and installed under this Contract. Provide all necessary information for Owner's operation and maintenance of products furnished.
2. Prepare data in the form of an instructional manual for use by Owner's personnel. Prepare three (3) copies or complete sets compiled, bound in hard stock, and indexed.
3. A USB drive shall be provided of the entire manual in electronic, PDF, format.
4. The manuals shall include detailed operation and maintenance instructions for all equipment, the name and phone number of the manufacturer, and a complete parts list.
5. Submittal of operation and maintenance manuals shall be prior to final payment request.
6. Each hard copy of the manual shall be prepared and arranged as follows:
 - a. One hard copy of all approved shop drawings and diagrams for all equipment furnished. If the Contractor originally submitted the shop drawings electronically, a hard copy of each shall be printed and provided by the Contractor in each O&M manual. All sheets larger than 8-1/2 by 11 inches shall be folded to 8-1/2 by 11 inches.
 - b. One copy of each manufacturer's operation, lubrication, maintenance instructions and spare parts list for all equipment and controls furnished. All equipment operating, lubrication and maintenance instructions and procedures and parts lists shall be furnished on 8-1/2 by 11 inch commercially printed typed forms. Such forms shall include equipment name, serial number and other identifying references.
 - c. One valve schedule, giving the valve number, location, fluid and fluid destination for each valve installed, prepared on 8-1/2 by 11 inch printed or typed forms as specified. All valves in the same piping system shall be grouped together in the schedule. A sample of the valve numbering system to be used will be furnished by the Engineer.
 - d. List of electrical relay settings and control and alarm contact settings.
 - e. Electrical interconnection wiring diagram for equipment furnished including all control and lighting systems.
 - f. Each copy of the manual shall be assembled in one or more binders, each with title page, typed table of contents, and heavy section dividers with copper reinforced holes and numbered plastic index tabs. Each manual shall be divided into sections paralleling the Special Specifications equipment specifications. Binders shall be 3-ring, hard-back type. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title, and manual title printed thereon, all as approved by Engineer.
 - g. Where more than one binder is required they shall be labeled Vol. 1, Vol. 2, and so on. The table of contents for the entire set, identified by volume number, shall appear in each binder.
7. When the work reaches 80 percent completion, the Contractor shall submit to the Engineer two copies of the Operation and Maintenance Manual with all specified material that is available at that time. The submittal shall accompany the Contractor's partial payment request for the specified completion. Within 30 days after the Engineer's approval of the two-copy submittal, the Contractor shall furnish to the Engineer the remaining copies of the manual. Appropriate space shall be left in the manual for material non available at the time of the initial submittal. Manual shall be complete prior to request for final payment.

SECTION 01 33 00
SUBMITTALS

The costs of the Operation and Maintenance Manual shall be included in the Contract Price and no separate payment will be made therefore.

1.06 RECORD DOCUMENTS

A. Requirements

1. The Contractor shall maintain on the construction site a minimum of one (1) complete set of contract documents amended by "RED LINE" or highlight inclusion to reflect the most immediate status methods, materials, and locations and routings of construction. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
2. At conclusion of work, the Contractor shall submit to the (Engineer) one (1) complete amended record set of these site documents.
3. Submittal shall be prior to final payment.
4. Failure of the Contractor to maintain an up-to-date set of Record Drawings on the project site shall be reason to withhold payments.

PART 2 - PRODUCTS

*** Not Used ***

PART 3 - EXECUTION

*** Not Used ***

END OF SECTION

PART 1 - GENERAL

1.01 MATERIALS AND EQUIPMENT:

- A. Materials and equipment incorporated into the Work:
 - 1. Shall conform to applicable specifications and standards.
 - 2. Shall comply with size, make, type and quality specified or as specifically approved by the Engineer.
 - 3. Manufactured and Fabricated Products.
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents, require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two sets to the Engineer.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- B. Handle, install, connect, clean, and condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedures unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

SECTION 01 60 00
MATERIALS AND EQUIPMENT

1.04 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections to assure that products are maintained under specified conditions and free from damage or deterioration.

PART 2 - PRODUCTS

*** Not Applicable ***

PART 3 - EXECUTION

*** Not Applicable ***

PART 1 - GENERAL

1.01 SCOPE

The work in this Section shall include all labor, equipment, and materials furnished and installed as specified herein or indicated on the Drawings to remove and replace the existing air stripper packing media in two existing air strippers at the City of Kalamazoo Central Well Field Water Treatment Plant.

Scope includes removal of the existing 3.5-inch LANPAC media by Lantec Products and replacing with new media in each of two air strippers. The new media depth in each 12-foot diameter air stripper shall match the existing depth of 18 feet.

Scope also includes cleaning and inspection of air stripper vessel interior.

Base bid air stripper packing media shall be NSF-61 approved 3.5-inch LANPAC by Lantec Products, Inc. 5302 Derry Ave. Agoura Hills, California. Phone: (818) 707-2285, FAX: (818) 707-9367.

All materials covered by these specifications shall be standard materials of proven performance as manufactured by reputable companies. Materials shall be manufactured and installed in accordance with the best practice of the trade.

Payment for all work will be on a unit price basis according to the bid items listed in the Contractor's proposal. Contractor shall include all costs in the items listed in the proposal for all work specified herein and all associated work necessary for returning the air strippers to operation.

1.02 SUBMITTALS

A. The manufacturer of the air stripper packing shall submit the following data:

1. Shop drawings.
2. Certified media analyses
3. Certification of NSF 61 Listing.
4. Catalog data consisting of specifications, illustrations and identification of the materials to be used.
5. Complete Operation and Maintenance Manuals shall be furnished.

C. No material furnished under this Specification shall be shipped to the jobsite until all submittals have been approved by the Engineer.

Each submittal shall be complete in all aspects incorporating all information and data listed herein and all additional information required to evaluate the proposed treatment system's compliance with the Contract Documents. Partial or incomplete submissions shall be returned disapproved without review.

PART 2 - PRODUCTS

2.01 MATERIALS

Materials and accessories shall conform to the following specifications.

2.02 AIR STRIPPER PACKING MEDIA

Air stripper packing media shall be 3.5-inch LANPAC media. No substitutions will be allowed. Packing media shall be manufactured of polypropylene and shall be NSF-61 approved for use with drinking water. Packing media shall have a minimum geometric surface area of 44 square feet per cubic foot.

2.03 AIR STRIPPER DEMISTER PADS

Air stripper demister pads shall be Airol™ 320-1 mesh mist eliminators, manufactured by Coastal Technologies, Inc. No substitutions will be allowed. Demister pads shall be manufactured of polypropylene and shall have a density of 2.5 lbs/ft³. Demister pads shall have at least 95.5% voids, and a surface area of at least 86 ft²/ft³.

PART 3 - EXECUTION

3.01 GENERAL

- A. The air stripper packing media and demister pads shall be stored, handled, and installed in accordance with the Manufacturer's instructions and the drawings and specifications. All necessary components for a complete system shall be supplied and installed by the Contractor.
- B. Contractor shall take all necessary measures to avoid introducing dirt or other contamination into the air strippers. Tools, work boots, and all other items used inside the air stripper shall be cleaned with a chlorine bleach solution prior to entering the air stripper. Contractor shall also prevent the introduction of bodily fluids and hair into the air stripper through the use of hair nets or hoods, and clean coveralls.
- C. The Contractor shall be responsible for safety including all necessary fall protection and Confined Space entry and monitoring procedures while working inside an air stripper.
- D. The Contractor shall be responsible for protection of all components of the air stripper and shall repair or replace any components damaged as a result of his work.
- E. Phasing:
 - 1. Refer to plans from original construction and from influent piping/valve modifications for valve numbers. Prior to beginning work on Air Stripper No. 1, Contractor shall complete the following:
 - a. Coordinate with Owner to have the system flow rate reduced and Air Stripper No. 1 shut down. Owner will close all valves necessary to isolate the air stripper. Owner and Contractor will lockout valves, dampers and/or motor(s).
 - b. Coordinate with Owner to have Owner shut down and lock out/tag out Fan NO. 1. Contractor shall also lockout/tagout Fan No. 1. Close Fan No. 1 motorized damper and motorized damper on duct connecting the discharge between Fan No. 1 and Fan No. 2. Owner and Contractor to lockout both closed dampers.
 - c. Owner will close 16-inch influent valve (21-1), allow air stripper to drain to the detention tank beneath the air stripper. Lock out/Tag out per City of Kalamazoo and Contractor requirements.
 - d. Owner will close 20-inch effluent valve (6-1). Lock out/Tag out per City of Kalamazoo and Contractor requirements.
 - e. Owner will isolate acid wash pump from both air strippers by closing 4-inch PVC ball valves on the acid wash supply line and suction line to each air stripper. (refer to Drawings). Lock out/Tag out per City of Kalamazoo and Contractor requirements.
 - 2. Remove existing air stripper packing media.

3. Power wash interior of air stripper.
4. Replace 14 demister pads.
5. Complete inspection of interior of air stripper including photographic log of:
 - a. Interior walls and floor including below packing media supports
 - b. Distributor (from above and below)
 - c. Demister Pads
 - d. Packing supports (from above and below)
6. As needed, negotiate time and materials pricing and schedule with Owner to complete repairs of deficiencies noted during interior inspection. Payment for repairs shall be provided on a negotiated time and materials basis via Change Order.
7. Install replacement air stripper packing media.
8. Complete system flushing and disinfection.
9. Return to service for 1 week trial period.
10. Complete steps above for Air Stripper No. 2 using the following valves for isolation:
 - a. 16-inch Influent (21-2)
 - b. 20-inch effluent valve (6-2)
 - c. Acid wash supply and suction valves serving Air Stripper No. 2.
 - d. Isolate fan No. 2 and No. 3 from Air Stripper No. 2 and lockout associated valves and dampers.

3.02 REMOVAL OF EXISTING AIR STRIPPER PACKING MEDIA

After isolating the air supply fan, inlet and effluent valves, Contractor may begin removal of air stripper packing media from one of the air strippers.

For removal of existing air stripper packing media, the Contractor may utilize the 24-inch pipe manway with centerline elevation of 796.5 (9.5 feet above floor and 1.5 feet above the lower platform) and the 24-inch manway with centerline elevation of 810.5 (23.5 feet above floor and 3.5 feet above the intermediate platform). Contractor shall be responsible for containing the media removed, minimizing spillage on the floor and immediately cleaning all surfaces impacted by removal.

Contractor shall be responsible for removing and properly disposing of all media removed in a licensed Type II landfill.

If workmen enter the air stripper during removal operations, the load shall be distributed by use of plywood sheeting or other method to avoid point loads on the lower packing platform and supports.

If removal of air stripper media using the manway(s) is not possible due to the media being bonded together by mineral scale/precipitates, Contractor shall perform acid washing of the air stripper interior in an effort to remove or loosen scale from the media and allow it to be removed from the air stripper using the manway(s). Acid washing shall be performed in accordance with manufacturer recommendations using the acid wash pump. Contractor shall fill the sump (lower portion of air stripper) with 20% citric acid solution to a height of 3 feet above ground via the 4-inch fill port located 4.5 feet above floor level and recirculate through the air stripper for a period of 3 hours utilizing the existing acid wash feed pump and piping. After 3 hours, Contractor shall utilize the existing drain at the bottom of the air stripper to discharge to the sanitary sewer. Contractor shall neutralize the water prior to discharge. The blower shall remain off and locked out during this process.

If mechanical methods are necessary to facilitate media removal, following acid washing, care must be taken to avoid damaging the air stripper and all ancillary equipment. Any damage to the air stripper must be repaired prior to installing new media. Contractor shall provide pricing in the bid that will be available to compensate Contractor for acid washing with the acid wash pump and/or mechanical methods to break apart the media. Payment shall be provided under the Acid Washing with Pump and/or Mechanical Breaking pay items. If these tasks are not required, payment under these pay items will not be allowed.

Contractor shall repair any damage that results from Contractor's action(s) at Contractor's expense.

Any chemicals used for acid washing must be neutralized prior to discharge to the sewer.

3.03 INTERIOR CLEANING

Following air stripper packing media removal, wash the interior of the air stripper in accordance with air stripper packing manufacturer recommendations outlined below:

Contractor shall utilize a power washer and potable water to power wash all walls and all internal components of the air stripper. After power washing, Contractor shall utilize the existing drain at the bottom of the air stripper to discharge wash water to the sanitary sewer.

If deemed necessary by Owner and Engineer, Contractor shall then utilize the acid wash pump and/or a power washer and 20-30% food grade citric acid solution to power wash all walls and all internal components of the air stripper. After power washing with the acid solution, Contractor shall utilize the existing drain at the bottom of the air stripper to discharge acid wash water to the sanitary sewer after neutralizing the solution. The blower shall remain off and locked out during this process. Contractor shall be responsible for all health and safety precautions to avoid contact exposure and/or inhalation of acid mist or fumes. Payment shall be provided under the Acid Power Washing and/or Acid Washing with Pump pay items. If this task is not required, payment under this pay item will not be allowed.

Following washing, mechanically remove any remaining scale and other materials from the distributor, distributor tray, bed limiter, intermediate packing support platform, lower packing support platform, supports, air and water inlets, and ancillary equipment in accordance with manufacturer recommendations to the extent necessary to facilitate air stripper inspection and operation, including the unimpeded flow of air and water.

When pressure washing the interior of the air stripper, the pressure shall not exceed manufacturer recommendations, and shall never exceed 2,500 psi. Care shall be taken to avoid any damage to the fiberglass vessel. Any damage to the air stripper must be repaired prior to installing new media. Contractor shall repair any damage that results from Contractor's action(s) at Contractor's expense.

Cleaning shall include the area of the packing media bed as well as the area above the distributor and below the packing platform supports. All of the existing 24-inch manways in the side of the vessel are available

for this purpose. All cleaning water shall be collected from the bottom of the air stripper and drained to the sanitary sewer via the existing drain. Special care shall be taken to clean the bottom (floor level/Sump) of the air stripper with complete removal of any accumulated sediment and scale.

Any proposed chemicals for cleaning shall be submitted to Engineer for approval prior to use.

Any chemicals used for acid washing and/or cleaning shall be neutralized prior to discharge to the sewer.

Prior to inspection, replace demister pads (14), per manufacturer recommendations and section 3.04.

3.04 INSTALLATION OF DEMISTER PADS

Demister pads shall be sized and installed in accordance with manufacturer's instructions to complete a full replacement of the existing demisters. Old demister pads shall be properly disposed.

3.05 REPAIR

In the event that the inspection(s) indicates that either air stripper requires repair(s), Contractor shall immediately notify Owner and Engineer and negotiate time and materials pricing and schedule with Owner to complete repairs of deficiencies noted during interior inspection. Payment for necessary repairs, which are not the result of Contractor's work, shall be provided via Change Order on a time and materials basis. No payment shall be allowed for damage resulting from Contractor's actions.

3.06 INSPECTION

Contractor shall utilize a company with a minimum of five years of experience manufacturing similar fiberglass vessels. Before new media is installed, the inspection company shall provide a summary report of findings including photographic log of the below items. Owner will review and negotiate repair work cost and schedule with the Contractor, as necessary.

Photographic log shall include the following:

- Fiberglass vessel interior
- Packing platforms, supports and all hardware
- Distributor and distributor supports and all hardware
- Bed limiter
- Demister
- Sump and all air and water inlets and outlets

3.07 INSTALLATION OF AIR STRIPPER PACKING MEDIA

Air stripper media shall not be installed until owner reviews inspection results, deficiencies are resolved, repairs are made, and/or Owner provides authorization to proceed.

The air stripper packing media may be dumped into place, but in no case shall the media be allowed to free fall more than 10 feet. Contractor shall use chutes, buckets or other methods to allow uniform placement of the media over the full 18-foot height of the packing bed depth. The nominal volume of the packing bed is

2,040 cubic feet per air stripper. Contractor shall supply enough packing material to fill the packing bed plus 5%. Any excess media will be turned over to the Owner.

The Contractor shall visually verify and photo document uniform placement of packing media at every 3 feet of depth installed. Contractor shall take special care to fill all irregular areas including the areas of sidewall pipe connections/manways.

The existing 24-inch manways may be used for access to install the air stripper packing media.

If workmen enter the air stripper during filling operations, the load shall be distributed by use of plywood sheeting or other method to avoid point loads on the packing supports/platforms and on the media itself.

3.08 FLUSHING OF AIR STRIPPER PACKING MEDIA

After the media has been installed over the full depth of the packing bed, the Contractor shall flush the media to remove any residual debris.

Prior to flushing activities, Contractor shall verify with the Owner that the suction and discharge lines from the existing acid wash pump to the air stripper remaining in service are fully closed and locked out/tagged out.

Contractor shall fill the sump (lower portion of air stripper) with potable water to a height of 3 feet above floor level via the 4-inch fill port located 4.5 feet above floor level and recirculate through the air stripper for a period of 3 hours utilizing the existing acid wash feed pump and piping. After 3 hours, Contractor shall utilize the existing drain at the bottom of the air stripper to discharge flushing water to the sanitary sewer. The blower shall remain off and locked out during this process.

Discharge to sanitary sewer shall be via the existing air stripper drain and discharge piping.

3.09 DISINFECTION

After completion of flushing, the Contractor shall disinfect the interior of the air stripper including the media. Contractor shall fill the sump to a height of 3 feet above the floor with a 1% sodium hypochlorite solution and recirculate this solution with the existing acid wash feed pump for a period of 2 hours. This water shall then be removed from the air stripper, dechlorinated, and discharged to the sanitary sewer. Discharge to sanitary sewer shall be via the existing air stripper drain and discharge piping. The flushing procedure above in Section 3.08 shall then be repeated.

At the end of this second flushing process, flushing water shall be drained and the air stripper filled again to three (3) feet above the floor with treated potable water and circulated. Water exiting the air stripper shall be tested for Total Coliform and heterotrophic plate count (HPC) after chlorine concentration is verified to be less than source water. A sample tap shall be added at the drain connection, as needed.

Sampling and testing for Total Coliform and HPC shall be repeated 24 hours later. The Contractor shall assist the Owner in collecting the samples. The Owner will collect the samples and complete analysis of the samples at no cost to the Contractor.

In the event that test results indicate insufficient disinfection, Contractor shall at Contractor's expense, continue to disinfect and flush the air stripper, as previously described, until test results indicate that the air stripper has been sufficiently disinfected.

3.10 START-UP

After results showing no presence of bacteria for two consecutive tests, startup of the air stripper may commence. Contractor shall coordinate the removal of locks and the opening of valves and dampers with the Owner (Owner will operate valves and dampers), and assist the Owner in placing the air stripper in

SECTION 43 32 60
PROJECT COMPLETION AND PAY ITEMS

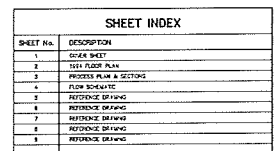
service. Over the period of a 1-week trial period, the Owner will collect samples to verify proper operation of the air stripper. After Owner approval, contractor may begin work on the second air stripper. Work on the second air stripper shall be completed in a similar manner.

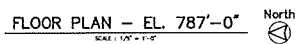
3.11 WARRANTY

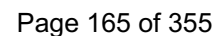
The air stripper packing media manufacturer shall warranty and guarantee the media against defect in design, material and workmanship for a period of eighteen (18) months after date of shipment or twelve (12) months after substantial completion, whichever occurs later. Contractor shall add additional media if the media has settled more than 3-inches below top of the 18 foot packing height within 12 months of installation.

END OF SECTION

DOI: 10.1002/anie.201905006

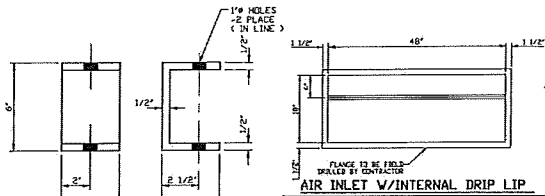
Page 161 of 355



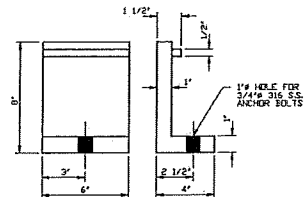


**CITY OF KALAMAZOO
2019 CENTRAL WELL FIELD
AIR STRIPPER MEDIA REPLACEMENT**

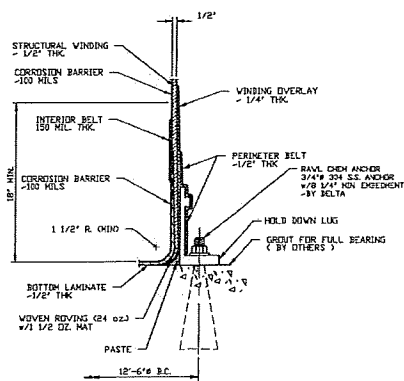
**6 OF 9 - REFERENCE DRAWING
1994 SUBMITTAL DRAWINGS**



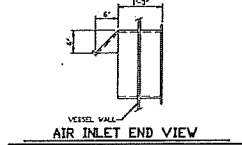
LIFT LUG DETAIL
(Cadmium plated A36 steel - 4 required)



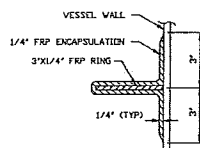
TIEDOWN LUG DETAIL
(Cadmium plated A36 steel - 8 required)



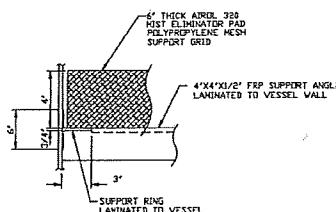
ANCHOR DETAIL



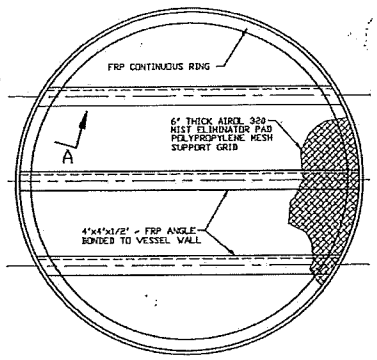
AIR INLET END VIEW



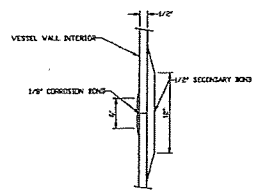
SUPPORT RING DETAIL



SECTION A-A

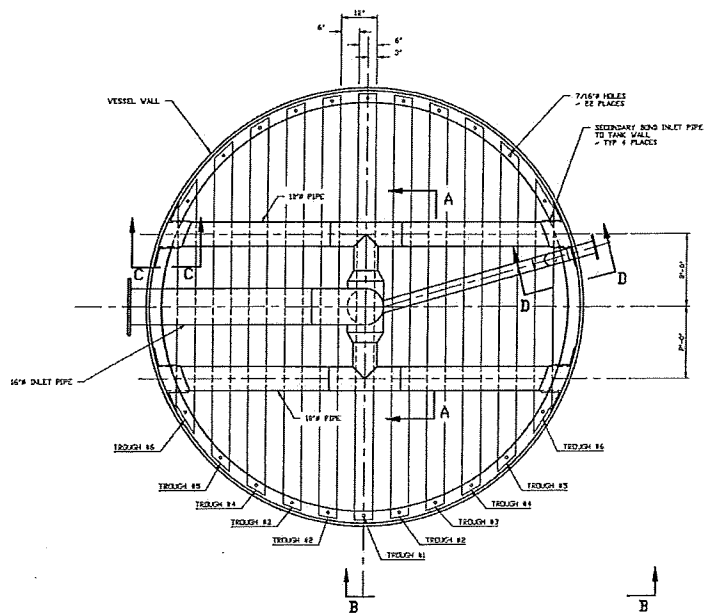


PLAN - MIST ELIMINATOR SUPPORT

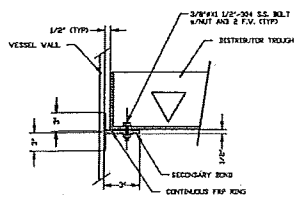


SHELL JOINT DETAIL

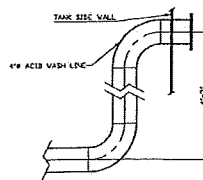
DESIGN INFORMATION									
DESIGNER	DATE	BY	REVISED	REVISION	DATE	BY	REVISION	DATE	BY
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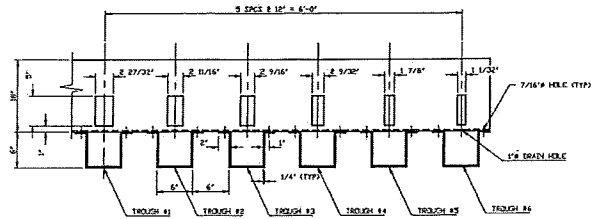
PLAN - DISTRIBUTOR



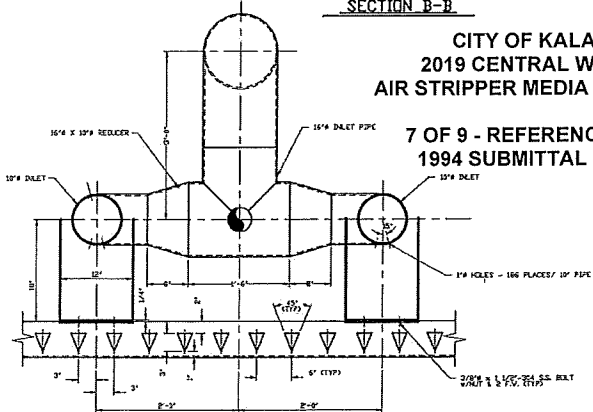
SECTION C-C



SECTION D-D



SECTION B-B



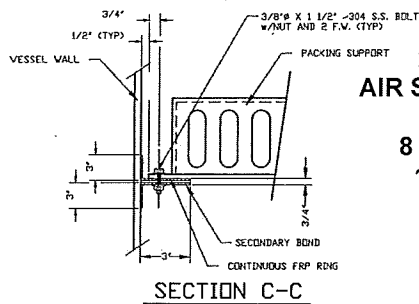
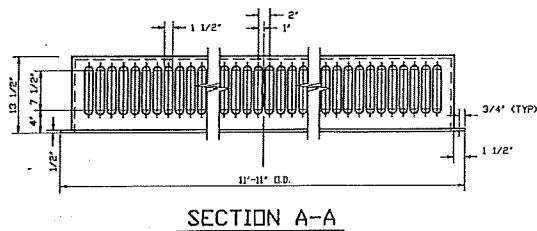
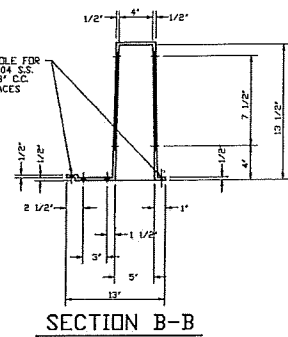
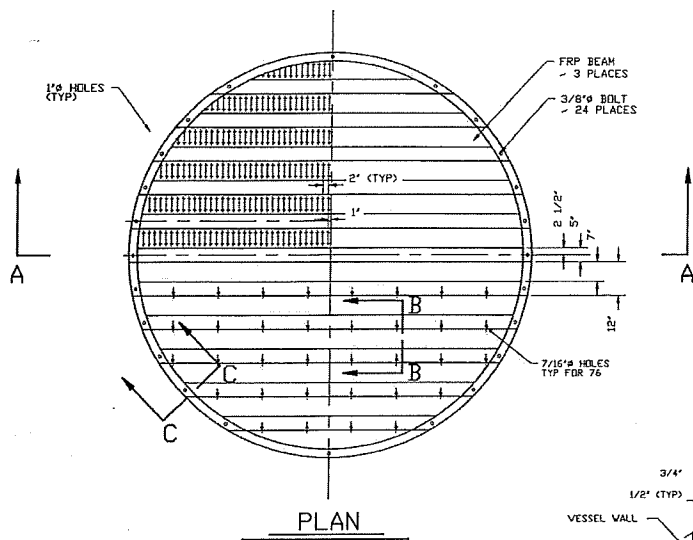
SECTION A-A

CITY OF KALAMAZOO
2019 CENTRAL WELL FIELD
AIR STRIPPER MEDIA REPLACEMENT

7 OF 9 - REFERENCE DRAWING
1994 SUBMITTAL DRAWINGS

FINAL

DESIGN INFORMATION									
DESIGN CODE: 1A		WIND LOAD: 30/3		SAFETY FACTOR: 1					
LIVE LOAD: N/A		DEAD LOAD: N/A		PRESSURE: AIR-STRIPPING					
CONTAINER: 5/2		SP. GRAVITY: 1.0		TEMP: -10C TO 10C					
MANUFACTURE: 204 33		GASKET MAT: NEOPRENE		WELDING: A 1/1E					
DESIGN CODE: USE 15, ASTM B 213-88, PM 15-88									
MATERIAL: ANODIZED ALUMINUM, 9000, 9000, 9000, 9000, 9000, 9000, 9000, 9000, 9000, 9000									
COLOR: RAL STANDARD WHITE EXTERIOR 101, 101, 101, 101, 101, 101, 101, 101, 101, 101									
DEEPA ENVIRONMENTAL INC.									
CITY OF KALAMAZOO WATER TREATMENT PLANT AIR STRIPPING TOWER									
(SECTIONS AND DETAILS)									
DESIGN: NEW	DESIGN: NEW	CHECKED: NEW	APPROVED: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW
DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW
DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW	DESIGN: NEW

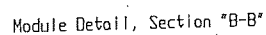
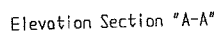


**CITY OF KALAMAZOO
2019 CENTRAL WELL FIELD
AIR STRIPPER MEDIA REPLACEMENT**

**8 OF 9 - REFERENCE DRAWING
1994 SUBMITTAL DRAWINGS**

DESIGN INFORMATION					
DESIGNER	DATE	BY	CHECKED	APPROVED	REVISION
DETAILED	2019	SM			
VEEPA ENVIRONMENTAL INC. CITY OF KALAMAZOO WATER TREATMENT PLANT AIR STRIPPING TOWER (SECTIONS AND DETAILS)					

REV.	DATE	BY	DESCRIPTION
A	8-1-84	SM	FOR APPROVAL



9 OF 9 - REFERENCE DRAWING
1994 SUBMITTAL DRAWINGS

Notes:

1. Coastal to supply (2) Airoil 220 Mist Eliminators, supplied as (14) pads each, attached to bottom grids with cable ties.
2. Material of Construction: Polypropylene
3. Approx. Weight: 150 lbs. per Vessel
4. Delta P.O. No. 3914-004
Coastal Job No. B4458

COASTAL TECHNOLOGIES, INC.
TYPE NO. 35 SUBMITTER
FOR GUYANA ATTORNEY

☐ APPROVED AS SUBMITTER
☐ APPROVED AS AGENT
☐ FEEPA AND RESIDENT

				COASTAL TECHNOLOGIES, INC.			
				TO: Lt. Dean	PROJECT	DATE	REVISIONS TO BE MADE IN REPORT IF ONLY SPECIFIED IN THIS SPACE. NO OTHER CHANGES TO BE MADE. NO CHANGES TO BE MADE IN THIS SPACE.
				DATE: 11-10-84			
				Delta Environmental, Inc. for Kalamazoo Project			
BY	Specified for Customer Approval			11-10-84	WSP		
REVISION	DESCRIPTION	DATE	BY	RFQ	Airoh #320 Mist Eliminator Pad		
					JACK 04/58-01-00		



ATTACHMENT B

UNIT PRICES – MEASUREMENT AND PAYMENT

Central Air Stripper Media Replacement

Bid Reference #: 91063-002.0

February 2020

UNIT PRICES - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes descriptions of the method of measurement and the basis of payment for Unit Price Work under this Contract.
- B. Basis of Contract Payments:
 - 1. Final Contract Price shall be determined by actual quantities installed/performed at unit prices stated in Contractor's Bid.
 - 2. Owner shall determine actual quantities installed/performed.
 - 3. All work not included as a Bid Item shall be considered incidental and not paid for directly, except Work that would be considered additional Work due to unforeseen conditions.
 - 4. Unit price payments shall include everything necessary for such item to function as intended.
 - 5. Owner reserves the right to increase, decrease or eliminate any quantities for items listed in Contractor's Bid or which become a part of the Contract Documents.
- C. Items included as incidental to Unit Prices. Unless there is a specific pay item identified, the unit price payment shall include, but not be limited to:
 - 1. Preparatory work and expenses incurred prior to beginning work onsite, including coordination and meetings.
 - 2. Transport materials, personnel, and equipment to the job site (including mileage, lodging, per diems, etc.).
 - 3. Establish temporary onsite construction facilities and chemical containment area(s).
 - 4. Provide insurance, bonds, and other costs associated with the project in general and not included in other pay items.
 - 5. All required submittals.
 - 6. Owner will provide potable water for contractor's use.
 - 7. Owner will perform and pay for bacterial sampling.

1.3 GENERAL CONDITIONS

- A. Item No. 1 – Media Removal, Disposal and Interior Cleaning:
 - 1. Includes:
 - a. Coordinating and performing air stripper shutdown and lock-out tag-out procedures, as specified.
 - b. Removal, transport and proper disposal of all air stripper media, residues, and scale
 - c. Air stripper cleaning via power washing and manual scrapping.
 - d. Provide all PPE, equipment, and procedural requirements necessary to perform confined space entry and monitoring.
 - 2. Unit of Measure: Per Air Stripper

- B. Item No. 2 – Demister Pads:
 - 1. Includes the following:
 - a. Removal and proper disposal of the existing demister pads.
 - b. Purchase, delivery and installation of the specified demister pads.
 - 2. Unit of Measure: Per Air Stripper
- C. Item No. 3 – Inspection:
 - 1. Includes the following:
 - a. Inspection of each air stripper as specified.
 - b. Reporting/documentation for each air stripper inspection as specified.
 - 2. Unit of Measure: Per Air Stripper
- D. Item No. 4 – Media Purchase, Delivery and Installation:
 - 1. Includes the following:
 - a. Purchase, delivery and installation of the specified air stripper media as specified.
 - 2. Unit of Measure: Per Air Stripper
- E. Item No. 5 – Flushing, Disinfection and Startup:
 - 1. Includes the following:
 - a. Flushing, disinfection and startup of each air stripper, as specified, including providing all necessary chemicals and supplies.
 - b. Performance of additional flushing and disinfection events until sample analysis confirms sufficient disinfection.
 - c. City will perform and pay for all water sampling and analysis at no cost to the contractor.
 - 2. Unit of Measure: Per Air Stripper
- F. Item No. 6 – Acid Washing with Pump:
 - 1. Includes the following:
 - a. Supply all necessary chemicals, mixing tanks, hosing, PPE, labor etc. necessary to mix acid washing solution to the specified concentration and transfer the solution to each air stripper.
 - b. Supply all necessary chemicals, equipment, supplies and labor to neutralize and discharge acid washing solution to sanitary sewer following each acid washing event.
 - c. Provide all labor, equipment, etc. necessary to perform an acid washing event as specified.
 - 2. Unit of Measure: Per Event
- G. Item No. 7 – Mechanical Breaking:
 - 1. Includes the following:
 - a. Provide all labor, equipment and supplies necessary to mechanically break and remove scale from the interior of the air stripper using manual tools (hammers, scrapers, etc.) and power tools (mechanical breakers, jack hammers, hammer drills, cutting, etc.).
 - b. All PPE, equipment, and procedural requirements necessary to perform confined space entry and monitoring.
 - 2. Unit of Measure: Per Air Stripper

H. Item No. 8 – Acid Power Washing:

1. Includes the following:

- a. Provide all labor, equipment, supplies and chemicals necessary to perform power washing of the interior of each air stripper using the specified acid solution, and to neutralize the acid solution prior to discharge to the sanitary sewer.
- b. Provide all PPE and procedural requirements necessary to perform confined space entry and monitoring.

2. Unit of Measure: Per Air Stripper

END OF SECTION



ATTACHMENT C

PHOTOGRAPHS

Central Air Stripper Media Replacement

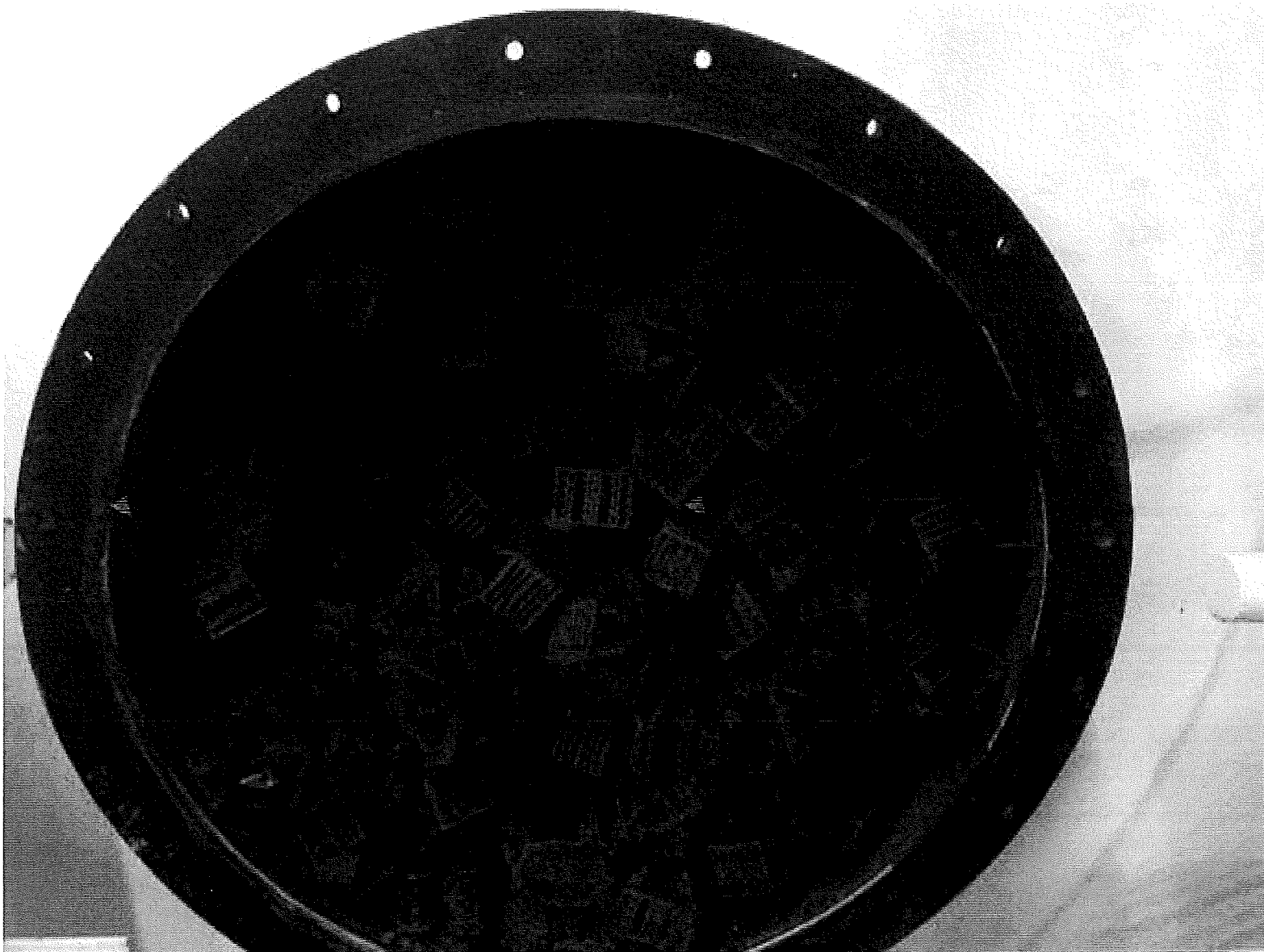
Bid Reference #: 91063-002.0

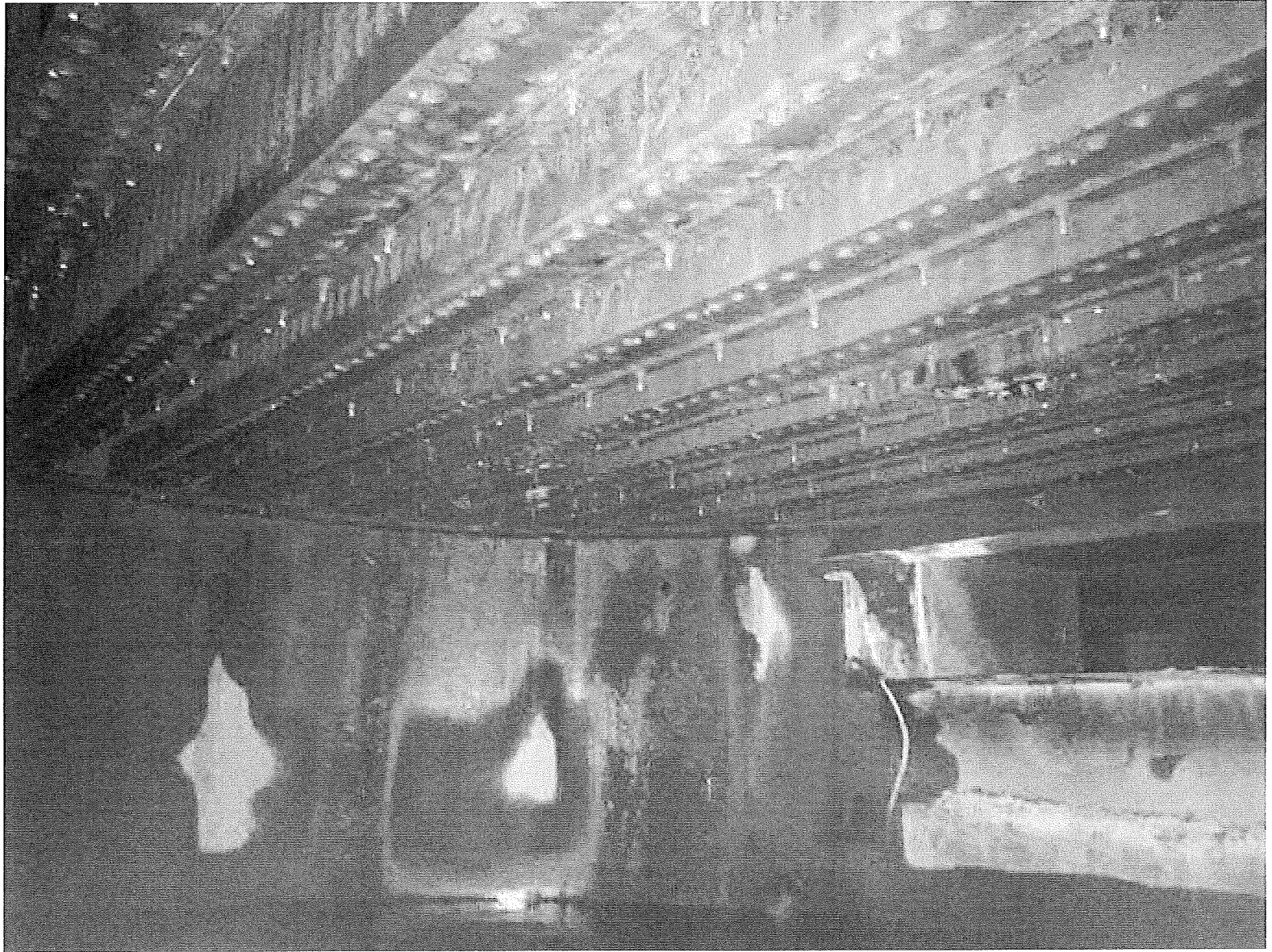
February 2020











BID RESULTS SUMMARY

PROJECT: Central Air Stripper Media Replacement

DATE: 3/31/20

BIDDERS SOLICITED: 30

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 3

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 91063-002.0

MBE/WBE AWARDED: No

ISSUE DATE: February 20, 2020

BID OPENING: March 26, 2020

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Scrubair Systems, Inc.	¹ \$278,670.00 ² \$278,670.00	Lake Zurich, IL
Monroe Environmental	¹ \$399,900.00 ² \$399,900.00	Monroe, MI
EnviroSolutions, Inc.	¹ \$435,200.00 ² \$435,200.00	Westland, MI

¹WITH Prevailing Wages Bid

²WITHOUT Prevailing Wages Bid

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.6.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Thomas Spitzner, Water Operations Supervisor

DATE: April 20, 2020

SUBJECT: 2020 Contract Extension for the Purchase of Fluorosilicic Acid for Water Treatment (Bid Ref#18004-004.1)

RECOMMENDATION:

It is recommended that City Commission approve a one-year contract extension for the purchase of fluorosilicic acid from PVS Nolwood Chemicals, Inc., Detroit, Michigan in the amount of \$106,500.

BACKGROUND:

The fluorosilicic acid contract was bid February 21, 2020 and PVS Nolwood Chemicals, Inc. was the low bidder.

The City of Kalamazoo has been adding fluoride to the public water supply since 1951. The decision to add fluoride was based on several studies and the recommendation of the State of Michigan Department of Public Health.

The addition of fluoride to public water supplies in the United States has been shown in numerous studies to significantly improve overall dental health and substantially reduce the incidence of dental caries. The use of fluoride in public drinking water supplies has also been characterized by the Center for Disease Control and Prevention (CDC) as one of the top ten public health advancements in the last 100 years; and is strongly supported by local, state and federal representatives and the American Dental Association (ADA).

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Chemical Usage and Treatment Efficiency Analysis

Strategic Goal Impact:

Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The term of this contract begins on April 1, 2020 and expires March 31, 2021. Funds in the amount of \$106,500.00 for the purchase of fluorosilicic acid are included in the 2020 Water Division Budget.

APPROVAL ROUTING FORM

Final Approval Required Of:		Contract Extension for Fluorosilicic Acid Bid Ref# 18004-004.1			
XXXX	City Commission	Route to: (Check if required)	Date Received	Approved By:	Comments
Originating information					Please Return to Michelle Emig in Purchasing after the contract has been signed. Thank You!
Prepared by:	Tom Spitzner	X	Purchasing		
Department:	Public Services	X	City Attorney		
Phone:	8758	X	City Clerk		
Date Prepared:	4/1/2020	X	City Manager		
Date Action Desired by:	April 20, 2020	X	City Clerk		
		X	Purchasing		
					Use reverse side for additional comments
Identify Attachments other than memo:		For Manager's Use			
CC Memo		Action taken:			
Contract Extension					

Revised 11/2005



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **F.6.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Thomas Spitzner, Water Operations Supervisor

DATE: April 20, 2020

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STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Chemical Usage and Treatment Efficiency Analysis

Strategic Goal Impact:

Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The term of this contract begins on April 1, 2020 and expires March 31, 2021. Funds in the amount of \$106,500.00 for the purchase of fluorosilicic acid are included in the 2020 Water Division Budget.

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide fluorosilicic acid for the City of Kalamazoo Public Services Department in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about April 1, 2020 and expire on or about March 31, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

The undersigned having become thoroughly familiar with all of the bid/contract documents including instructions, specifications, general provisions and terms and conditions attached hereto, agrees to furnish fluorosilicic acid as specified, F.O.B. delivered to the Kalamazoo Department of Public Services in quantities requested in compliance with the requirements herein and the time specified at the unit prices as stated below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>TOTAL COST</u>
1.	Base Bid – Fluorosilicic Acid: Material shall be fluorosilicic acid meeting or exceeding the specifications and shall include any super fund tax.	300,000 lbs.	
	Price per 300 lb. drum \$ <u>106.50</u> drum x 1,000 drums = (Total 300,000 lbs)		\$ <u>106,500.00</u>
2.	Deposit Fee per drum \$ <u>0.00</u> drum x 1,000 drums =		\$ <u>0.00</u>
3.	Freight Charge: 50 deliveries of 20 drums each \$ <u>0.00</u> delivery x 50 deliveries per year =		\$ <u>0.00</u>
	TOTAL =		\$ <u>106,500.00</u>

Contact person for order releases shall be:

Name: Nolwood Customer Service Phone: (800) 284-9735

Order release lead-time required is 3 days (hrs/days) prior to requested delivery date.

Material to be shipped by common carrier or bidder's truck: bidders truck

**CITY OF KALAMAZOO-INTENT TO RENEW
Fluorosilicic Acid**

**Page 2
Reference No. 18004-004.1**

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): 38-2581221

Remittance Address: 10900 Harper Avenue Detroit, MI 48213

I hereby state that I have read, understand and agree to be bound by all terms of the original contract and this bid for contract extension.

SIGNED:  NAME: Angela Davis
(Type or Print)

TITLE: Sales Coordinator DATE: 3/18/2020

FIRM NAME: PVS Nolwood Chemicals, Inc.

(if any)
ADDRESS: 10900 Harper Avenue Detroit Michigan 48213
(Street address) (City) (State) (Zip)

PHONE: 800-284-9735 FAX: 313-925-0732

EMAIL ADDRESS: nolcustserv@pvschemicals.com or Cflores@pvschemicals.com

AWARD (FOR CITY USE ONLY)

Proposed contract extension accepted at the unit prices stated herein for a term contract not to exceed \$106,500.00. Contract expires March 31, 2021.

APPROVED BY: James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.7.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Joseph S. Bonhomme, Acting Water Resources Division Manager

DATE: April 20, 2020

SUBJECT: Approval of a Professional Service Agreement and Purchase Order with Peerless Midwest for Well Rehabilitations for 2020 (Bid Reference #91216-001.0)

RECOMMENDATION:

It is recommended that City Commission approve a contract with the Peerless-Midwest Company of Mishawaka, Indiana to perform well rehabilitation and associated maintenance in 2020 in the amount of \$170,200.

BACKGROUND:

In 2019, the City Commission pre-approved three-year contracts with two drilling companies identified by staff as being qualified to perform hydrogeological services for the City of Kalamazoo for work on an as-needed-basis (Bid Reference #91216-001.0). These companies are Peerless-Midwest Company and Northern Pump and Well Company.

The revised five-year well maintenance and replacement plan proposes maximum use of internal crews and significant contractual services. For 2020, the plan designates eight contractual well rehabilitations. City crews are assigned to rehabilitate 11 other wells using a passive in-house auto-surfing method. Based on firm expertise, past results, proposed rehabilitation methods, well characteristics, and the attached proposal, the Peerless-Midwest Company was selected to perform seven of the eight contractual well rehabilitations.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Well Maintenance & Replacement Program

Oversight and implementation of well maintenance and replacement plan and assist Water

Operations & Maintenance with plan implementation through contract administration of related work and technical assistance

Strategic Goal Impact:
Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Discussion:
Internal

Engagement/Communication Tools

FISCAL IMPACT:

Funds were budgeted for this work and are available in the 2020 Water Fund Operating Budget.

APPROVAL ROUTING FORM

Final Approval Required Of:		Subject: Pre-Qualified Professional Service Agreement for 2020 Well Maintenance (Bid Ref: 91216-001.0.2)			
XXXX	City Commission	Route to:	Date	Approved	Comments
		(Check if required)	Received	By:	
Originating information					
Prepared by:	Joseph Bonhomme	☒	Purchasing		
Department:	Public Services	☒	City Clerk		
Phone:	8716	☒	City Mgr's Office		
Date Prepared:	3/30/20	☒	City Clerk		
Date Action Desired by:					Use reverse side for additional comments
Identify Attachments other than memo: <u>Agreement</u> <u>Proposal (Exhibit A)</u> <u>Terms & Conditions (Exhibit B)</u>		For Manager's Use Action taken:			

Revised 11/2005



Commission Agenda Report

City of Kalamazoo

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed By: James J. Baker, PE, Public Services Director & City Engineer
Prepared By: Joseph S. Bonhomme, Acting Water Resources Division Manager

DATE: March 30, 2020

SUBJECT: Purchase Order for Well Rehabilitations for 2020 – Peerless-Midwest
Bid Reference #91216-001.0

RECOMMENDATION

It is recommended that City Commission approve a contract with the Peerless-Midwest Company of Mishawaka, Indiana to perform well rehabilitation and associated maintenance in 2020 in the amount of \$170,200.

BACKGROUND

In 2019, the City Commission pre-approved three-year contracts with two drilling companies identified by staff as being qualified to perform hydrogeological services for the City of Kalamazoo for work on an as-needed-basis (Bid Reference #91216-001.0). These companies are Peerless-Midwest Company and Northern Pump and Well Company.

The revised five-year well maintenance and replacement plan proposes maximum use of internal crews and significant contractual services. For 2020, the plan designates 8 contractual well rehabilitations. City crews are assigned to rehabilitate 11 other wells using a passive in-house auto-surgling method. Based on firm expertise, past results, proposed rehabilitation methods, well characteristics, and the attached proposal, the Peerless-Midwest Company was selected to perform 7 of the 8 contractual well rehabilitations.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:

Use this link to find your PBB program

<http://home.kalamazoocity.org/>

Go to Quick Links -> Priority Based Budgeting

<u>Program Name</u>	<u>Program Description</u>
Well Maintenance & Replacement Program	

FISCAL IMPACT

Funds were budgeted for this work and are available in the 2020 Water O & M Budget.

ATTACHMENTS

Proposal



PROFESSIONAL SERVICE AGREEMENT

This Agreement, dated _____, 2020 is between the City of Kalamazoo, a Michigan municipal corporation whose address is 241 West South St., Kalamazoo, MI, 49007-4707 ("City"), and . Peerless-Midwest, Inc. whose address is 55860 Russell Industrial Parkway, Mishawaka, IN 46545 ("Firm").

Recitals:

A. The City has selected the Firm through a qualifications-based selection process to provide professional services as described in the Request for Qualifications, Reference # 91216-001.0 dated April 26, 2019.

B. The Firm has proposed to perform 2020 Well Maintenance services as detailed in their proposal dated March 11, 2020. (Exhibit A)

C. The City further agrees to contract for the work as described in the proposal for a total cost not to exceed \$170,200.00.

D. The Firm further agrees to the attached Terms and Conditions originally provided by the City in the Request for Qualifications for Bid Ref # 91216-001.0. (Exhibit B)

THEREFORE, the parties agree that the contractor will perform the work described herein and the City will pay for that work. This agreement incorporates by reference the terms and conditions set forth in exhibits A and B attached.

PEERLESS-MIDWEST, INC.

CITY OF KALAMAZOO

Signature

James K. Ritsema, ICMA-CM
City Manager

Name

Title

Date

Date



Mishawaka, IN / 574.254.9050
Westfield, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574-286-0765
Littleton, CO / 303-968-7920
Canton, OH / 330-592-4146

March 11, 2020

City of Kalamazoo
Public Services Department
Water Resources Division
1415 N Harrison
Kalamazoo, MI 49007

Attn: Mr. Joe Bonhomme
Water Superintendent

RE: Well Maintenance

Dear Joe:

We are pleased to offer the following estimates for your consideration:

Well 1-2: This well has responded favorably to the "Kalsec" cleaning method that we have utilized on previous jobs. This involves large volumes of treated water being forced out into the surrounding geologic formation. Extra contact time is also provided. The pumping equipment is pulled and provided to the City for you to overhaul. We then reset the equipment when you are finished, disinfect, and test. Please estimate \$27,500 for this process

Well 1-4: This is a split screen design well that has proven to be difficult to obtain the type of results that we would like to see. We have obtained reasonable results utilizing double disc surge blocks, which are useful for a well such as this which has a split-screen design. It is screened from 118'-133', and from 175'-190'. We believe that it is essential that all areas of the screens receive dedicated treatment, which the isolation discs can achieve. We have also developed a new surging tool since the last time that we cleaned this well, that will enhance the "stroking" power. This would be the method that we would propose for this project. The pumping equipment is provided to the City for you to overhaul. We then reset the equipment when you are finished, disinfect, and test. Please budget \$27,000 for the job.

Well 1-5: This well has responded favorably to the Kalsec method, and we would propose to clean it that way once again. The same services to the pumping equipment are provided. Please budget \$27,500 for this process.

~~**Well 4-4A:**~~ This is a flowing artesian well that has a casing vent that discharges to the marsh. We note from the recent design work for the new well at Station 8 that EGLE is not wanting to permit this type of design any longer. In any event, we offer an estimate of \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting the pumping equipment. If you want to pursue a design modification to the piping as part of this project, we can sit down with you and do that.

~~**7-3:**~~ Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

www.peerlessmidwest.com

55860 Russell Industrial Parkway, Mishawaka, IN 46545 Phone (574) 254.9050 Fax (574) 254.9650

EXHIBIT A

~~7-4:~~ Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

~~7-5:~~ Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

~~8-1B:~~ This is also a flowing artesian well. Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

~~8-2:~~ This is also a flowing artesian well. Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

~~9-1:~~ Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

12-1B: This is a problematic well that experienced a loss in specific capacity early in its service life and we have subsequently made attempts to recover the lost capacity. The last time we treated this well we utilized double dis surge blocks with air lifting. This proved to be very effective. We will recommend the same process at this time, with a budget cost of \$27,000. We also noted from the last project that capacity could be enhanced by redesigning the pumping equipment. If you would want to pursue this we can sit down together and go over the job.

24-1A: Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

25-3: Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

25-4: Please budget \$20,400 for a comprehensive chemical cleaning, plus pulling and resetting of the pumping equipment, testing and disinfection.

This would cover the list of wells which you provided to us. We recall from 2019 that it was difficult to complete all the work within the calendar year. Logistically it becomes difficult because your shop needs time to complete the overhauling work as each pump is delivered, and typically we would wait for each well to be fully complete before moving on to the next one. Otherwise your shop would become backed up. So, we would recommend getting going on this year's list as soon as possible.

The estimates for the replacement wells will follow in the near future. Some additional work is needed here in order for us to properly present those estimates to you.

We appreciate this opportunity. Please let us know if you should have any questions on this information, or if we can be of assistance to you in any way.

Very truly yours,
PEERLESS-MIDWEST, INC.

Michael J. Williams
MJW/mmb

www.peerlessmidwest.com

55860 Russell Industrial Parkway, Mishawaka, IN 46545 Phone (574) 254.9050 Fax (574) 254.9650

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation; will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

As projects are identified appropriate City project managers will ask one or more of the pre-qualified firms to complete and submit a Request for Proposal for the actual work to be performed. A separate agreement containing the consultant's proposal, these terms and conditions, and any addenda are the basis for any contract resulting from the pre-qualification process.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm 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 Firm hereby agrees and understands that the contract resulting from this proposal 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 Firm 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@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.

INVOICING (cont)

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 paper work 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 proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by the Budget and Accounting Division after receipt of an original invoice from the Firm and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease services 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 Firm 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 Manager. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep themselves 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. The Firm 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 Firm.

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 Firm's records, and shall be allowed to interview any of the Firm'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. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their 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 Firm, terminate this contract and the Firm'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 perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm 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 the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

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

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

DEFAULT (cont)

- F. 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. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its 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 its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

13. MEETINGS

The Firm and/or Project Supervisor shall be available to meet with the Public Services Department Director 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 Public Services Department Director, the severity of the circumstance warrants, no more than one (1) working day.

14. INSPECTION OF WORK SITE

Before submitting bids for their work, the Firm shall be responsible for examining the work site and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Firm for any negligence on his/her part.

15. CONSTRUCTION PHASE SERVICES - If included in scope of work

The Firm shall make visits to the site at intervals deemed appropriate by the Firm for the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in compliance with the contract documents. The Firm shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Firm shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s); however, the Firm shall determine if the work is in compliance with the contract documents. During such site visits, and on the basis of on-site observations, the Firm shall keep the City informed of the progress of the work and shall inform the City of known material defects and deficiencies in such work.

CONSTRUCTION PHASE SERVICES (cont)

Based on the Firm's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, determine the amount(s) owing to the contractor(s) and recommend, in writing, payments to contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review that the work has progressed to the point indicated, that to the best of the Firm's knowledge, information and belief, the quality of such work is in compliance with the contract documents (subject to the evaluation of such work as a functioning project upon substantial completion, the results of any subsequent tests called for in the contract documents, and to any qualifications stated in its recommendation); but by recommending any payment, the Firm will not be thereby deemed to have represented that it has made an examination to ascertain how or for what purposed any contractor has used the monies paid on account of the contract price, or that title to any of the work, materials, or equipment has passed the City free and clear of any lien, claims, security interests or encumbrances, or that contractor(s) have completed their work exactly in accordance with the contract documents.

The Firm shall conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents, and if each contractor has fulfilled all of his obligations thereunder so that the Firm may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed) but any such recommendation and notice shall be subject to the limitations expressed in this Section.

16. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the City for the performance of the Firm's work.

17. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

18. USE OF DOCUMENTS

A. Provided to the City:

All plans, drawings and specifications provided to the City under this Agreement shall become property of the City, and shall be deemed public records as required by Michigan law. The City shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the City for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Firm, and the City agrees to indemnify and hold the Firm harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the firm may incur as a result of such use by the City.

B. Provided by the City:

All digital data derived from the City of Kalamazoo's Geographic Information System (GIS), Computer Aided Design (CAD) software, and the Global Positioning System (GPS) provided to the consultant for the purpose of this contract shall remain the property of the City of Kalamazoo. This contract limits the use of this digital data for the purpose of fulfilling the goals of this contract. Failure to comply can result in the termination of the contract and the removal of the contractor's name from future bid lists. Examples of digital data from GIS/CAD/GPS may include, but are not limited to; orthophotography, topographic contours, parcel/lot lines, street centerlines, utilities, hydrography, wells, zoning, building footprints, neighborhood boundaries, census tracts and blocks, voting districts, and school district boundaries.

19. CONFLICT OF INTEREST

The Firm shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract which constitutes a conflict of interest.

20. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.8.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Wendy M. Burlingham, Administrative Support Manager

DATE: April 20, 2020

SUBJECT: Rental, Placement and Removal of Roll-Off Containers (Bid Ref# 910-27-014.2)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract extension with Republic Services of West Michigan for the rental, placement, and removal of roll-off containers and disposal of all street sweeping materials deposited in those containers in the amount of \$210,240.

BACKGROUND:

In February 2020, the Purchasing Division solicited contract extension rates from Republic Services, they returned favorable extension pricing.

There are 250 miles of streets within the City of Kalamazoo which are swept, weather permitting, throughout the year. City staff sweeps downtown streets on a weekly schedule, major streets and local/residential streets on a bi-monthly schedule. The sweeper becomes full of debris which has been classified as requiring type II landfill placement.

Our contractor places the roll-off containers in 24 different locations so that the sweeper only has to travel a short distance to empty the collected debris and return back to the sweeping operation. The contractor then removes the containers and deposits the sweeping debris in the appropriate Type II landfill.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Street Sweeping

Street Sweeping of major and local streets to keep storm drains functional and non-motorized

transportation routes accessible and safe, ensuring cleaner surface water

Strategic Goal Impact:
Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The 2020 Adopted Budget contains sufficient appropriations for this exenditure with the Solid Waste Fund (\$132,451.20) and the Major Streets Fund (\$77,788.80).

APPROVAL ROUTING FORM

Final Approval Required Of:		Roll-off Containers Bid Ref #910-27-014.2				
XXXX	City Commission	Route to:	Date	Approved	Comments Please Return to Gracia Mason in Purchasing after the contract has been signed. Thank You!	
		(Check if required)	Received	By:		
Originating information						
Prepared by: Wendy Burlingham						
Department: Public Services		X	Purch Manager	<i>ME</i>		
Phone: 8660		X	Purchasing Agent			
Date Prepared: 4/15/20		X	City Attorney			
Date Action Desired by: April 1, 2020		X	City Clerk			
			City Mgr's Office			
					Use reverse side for additional comments	
Identify Attachments other than memo: CC Memo Contract		For Manager's Use Action taken:				

Revised 11/2005



**Commission
Agenda Report
City of Kalamazoo**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed By: James J. Baker, PE, Public Services Director and City Engineer
Reviewed By: Teresa T. Johnson, Public Services Deputy Director
Prepared By: Wendy M. Burlingham, Administrative Support Manager

DATE: April 3, 2020

SUBJECT: Rental, Placement and Removal of Roll-Off Containers
Bid Reference Number: 910-27-014.2

RECOMMENDATION

It is recommended that the City Commission approve a one-year contract extension with Republic Services of West Michigan for the rental, placement, and removal of roll-off containers and disposal of all street sweeping materials deposited in those containers in the amount of \$210,240.

BACKGROUND

In February 2020, the Purchasing Division solicited contract extension rates from Republic Services, they returned favorable extension pricing.

There are 250 miles of streets within the City of Kalamazoo which are swept, weather permitting, throughout the year. City staff sweeps downtown streets on a weekly schedule, major streets and local/residential streets on a bi-monthly schedule. The sweeper becomes full of debris which has been classified as requiring type II landfill placement.

Our contractor places the roll-off containers in 24 different locations so that the sweeper only has to travel a short distance to empty the collected debris and return back to the sweeping operation. The contractor then removes the containers and deposits the sweeping debris in the appropriate Type II landfill.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:
Use this link to find your PBB program
<http://home.kalamazoocity.org/>
Go to Quick Links -> Priority Based Budgeting

Program Name Program Description

This program/project has a high degree of impact on the following Strategic Goal(s):

Street Sweeping

Street Sweeping of major and local streets to keep storm drains functional and non-motorized transportation routes accessible and safe, ensuring cleaner surface water

This program/project has a high degree of impact on the following Strategic Goal(s):

Community

COMMUNITY ENGAGEMENT

****use the file in this location to determine the best fit for this category****

Community Engagement Field Categories.pdf

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT

The Solid Waste Fund contains sufficient Adopted FY 2020 dollars (\$132,451.20). The Major Street Fund is receiving sufficient additional Act 51 road funding from the State of Michigan in FY 2019 (\$77,788.80) to afford this increased level of expenditure.

ATTACHMENTS

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide roll-off containers for the City of Kalamazoo Public Services Department in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about April 1, 2020 and expire on or about March 31, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
A.	Delivery, placement, and rental fee of container State container size <u>20</u>	\$ <u>38.00</u> /each
B.	Removal and dumping of container at a licensed Type II disposal site (includes dumping fees)	\$ <u>400</u> /per dump
C.*	Cost to remove and relocate container	\$ <u>56.50</u> /each

***NOTE:** Containers may be placed at another location if only partially filled, but ONLY at the discretion of the City's Project Manager.

Contact person for requesting location placements:

NAME: Lori Lomason PHONE: 2699985576

**CITY OF KALAMAZOO-INTENT TO RENEW
Roll-Off Containers**

**Page 2
Reference No. 910-27-014.2**

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): 38-1841203

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms of the original contract and this bid for contract extension.

SIGNED: Lori Lomason NAME: Lori Lomason
(Type or Print)

TITLE: Account Manager DATE: 4/15/20

FIRM NAME: City Star Services LLC Republic Services
(if any)

ADDRESS: 3432 Gembrit Circle Kalamazoo MI 49001
(Street address) (City) (State) (Zip)

PHONE: 269 998 5576 FAX: 269 342 6767

EMAIL ADDRESS: llomason@republicservices.com

AWARD (FOR CITY USE ONLY)

Proposed contract extension accepted at the unit prices stated herein for a term contract not to exceed \$210,240.00. Contract expires March 31, 2021.

APPROVED BY: _____
James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.9.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2020

SUBJECT: Agreement for Design Engineering Services for Parkview Avenue Improvements from Tamsin Avenue to Oakland Drive (Bid Ref# 906-46-015.1.13)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Hurley & Stewart, LLC for professional design engineering services related to the Parkview Avenue Improvements, Tamsin Avenue to Oakland Drive, in the amount of \$100,400.00.

BACKGROUND:

Parkview Avenue between Tamsin Avenue and Oakland Drive was identified as a project identified for improvements for Water and Major Streets for the 2021 construction year. The project is slated for roadway improvements related to HMA cold milling, HMA surfacing, ADA ramp upgrades, and curb and gutter replacement where necessary. This section of roadway was also identified by the Water Resources Division for water main replacement, as the current water main is undersized for its use and has experienced numerous water main breaks over the years.

Hurley & Stewart, LLC is a pre-qualified engineering firm for both roadway and water professional services. Public Services reached out request a quote for professional design engineering services for the Parkview Avenue project. Hurley & Stewart, LLC quoted a not to exceed fee of \$100,400.00 for the work. Public Services has been very satisfied with Hurley & Stewart, LLC's work on previous projects, and recommends approval of this contract.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

- New Water Distribution, Supply, and Treatment Construction Engineering – Reviews plans for water system expansion. Designs and oversees the construction of new water distribution system
- New Water Main & Service Inspection – Inspection of new water mains and service connections.
- Major Streets – Engineering and Facilities Planning, Design & Construction – Project management of facilities related construction projects.

Strategic Goal Impact:

- Safe Community
- Connected City
- Inviting Public Places
- Complete Neighborhoods

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform

Discussion:

Engagement/Communication Tools

There will be media releases for traffic closures as well as notifications to residents, KPS Transportation, and Metro Transit.

FISCAL IMPACT:

Budget for this expenditure is included in the 2020 Water Fund and Major Streets Capital Improvement Budgets from new funding and carry forwards from 2019. The allocation to the projects are as follows:

Wat0500355	\$61,300.00
Mst0100212	\$39,100.00
	\$100,400.00

APPROVAL ROUTING FORM

Final Approval Required Of:		Pre-Qualified Professional Service Agreement for Parkview Ave Improvements - Tamsin to Oakland (Bid Ref: 906-46-015.1.13)			
XXXX	City Commission	Route to: (Check if required)	Date Received	Approved By:	Comments
Originating information					Please Return to Michelle Emig in Purchasing after agreement has been signed. Thank You
Prepared by:	Steve Skalski	X	Purchasing		
Department:	Public Services	X	City Attorney		
Phone:	8454	X	City Clerk		
Date Prepared:	4/3/20	X	City Mgr's Office		
Date Action Desired by:	April 20, 2020	X	City Clerk		
					Use reverse side for additional comments
Identify Attachments other than memo: Agreement Proposal (Exhibit A) Terms & Conditions (Exhibit B)		For Manager's Use Action taken:			

Revised 11/2005



Commission Agenda Report

City of Kalamazoo

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE, Public Services Director

REVIEWED BY: Teresa T. Johnson, CPPB, Deputy Public Services Director

PREPARED BY: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: April 3, 2020

SUBJECT: Parkview Avenue Improvements, Tamsin Avenue to Oakland Drive – Professional Design Engineering Services

RECOMMENDATION

It is recommended that the City Commission approve a contract with Hurley & Stewart, LLC for professional design engineering services related to the Parkview Avenue Improvements, Tamsin Avenue to Oakland Drive, in the amount of \$100,400.00.

BACKGROUND

Parkview Avenue between Tamsin Avenue and Oakland Drive was identified as a project identified for improvements for Water and Major Streets for the 2021 construction year. The project is slated for roadway improvements related to HMA cold milling, HMA surfacing, ADA ramp upgrades, and curb and gutter replacement where necessary. This section of roadway was also identified by the Water Resources Division for water main replacement, as the current water main is undersized for its use and has experienced numerous water main breaks over the years.

Hurley & Stewart, LLC is a pre-qualified engineering firm for both roadway and water professional services. Public Services reached out request a quote for professional design engineering services for the Parkview Avenue project. Hurley & Stewart, LLC quoted a not to exceed fee of \$100,400.00 for the work. Public Services has been very satisfied with Hurley & Stewart, LLC's work on previous projects, and recommends approval of this contract.

STRATEGIC VISION ALIGNMENT

Relevant Priority Based Budgeting Program:

Use this link to find your PBB program

<http://home.kalamazoocity.org/>

Go to Quick Links -> Priority Based Budgeting

<u>Program Name</u>	<u>Program Description</u>
---------------------	----------------------------

- | | |
|--|---|
| | <ul style="list-style-type: none">• New Water Distribution, Supply, and Treatment Construction Engineering – Reviews plans for water system expansion. Designs and oversees the construction of new water distribution system• New Water Main & Service Inspection – Inspection of new water mains and service connections.• Major Streets – Engineering and Facilities Planning, Design & Construction – Project management of facilities related construction projects. |
|--|---|

This program/project has a high degree of impact on the following Strategic Goal(s):

- Safe Community
- Connected City
- Inviting Public Places
- Complete Neighborhoods

COMMUNITY ENGAGEMENT

There will be media releases for traffic closures as well as notifications to residents, KPS Transportation, and Metro Transit.

****use the file in this location to determine the best fit for this category****

[Community Engagement Field Categories.pdf](#)

Appropriate Depth of Engagement

Inform

Discussion:

Engagement/Communication Tools

FISCAL IMPACT

Funding for this project is accounted for in the 2020 Water and Major Streets Capital Improvement Budget. Funding summary is as follows:

Funding:

Wat0500355	\$61,300.00
Mst0100212	<u>\$39,100.00</u>
	\$100,400.00

Costs:

<u>\$100,400.00</u>
\$100,400.00

ATTACHMENTS

Professional Engineering Services Quote



PROFESSIONAL SERVICE AGREEMENT

This Agreement, dated _____, 2020 is between the City of Kalamazoo, a Michigan municipal corporation whose address is 241 West South St., Kalamazoo, MI, 49007-4707 (“City”), and Hurley & Stewart whose address is 2800 S. 11th Street, Kalamazoo, MI 49009 (“Firm”).

Recitals:

A. The City has selected the Firm through a qualifications-based selection process to provide professional services as described in the Request for Qualifications, Reference # 906-46-015/TJ dated January 23, 2015.

B. The Firm has proposed to provide construction engineering services for the Parkview Avenue Improvements – Tamsin Ave. to Oakland Dr. project as detailed in their proposal letter dated April 6, 2020. (Exhibit A)

C. The City further agrees to contract for the work as described in the proposal for a total cost not to exceed \$100,400.00.

D. The Firm further agrees to the attached Terms and Conditions originally provided by the City in the Request for Qualifications for Bid Ref #906-46-015/TJ. (Exhibit B)

THEREFORE, the parties agree that the contractor will perform the work described herein and the City will pay for that work. This agreement incorporates by reference the terms and conditions set forth in exhibits A and B attached.

HURLEY & STEWART

CITY OF KALAMAZOO

Signature

James K. Ritsema, ICMA-CM
City Manager

Name

Date

Title

Date



April 6, 2020

Mr. Stephen Skalski, P.E.
Mr. Anthony Ladd, P.E.
City of Kalamazoo
415 Stockbridge Avenue
Kalamazoo, MI 49001

RE: Proposal for Engineering Services
2021 Parkview Avenue Improvements – Tamsin Ave. to Oakland Dr.

Dear Steve and Anthony:

Thank you for considering Hurley & Stewart (H&S) for your civil engineering needs for the 2021 Parkview Avenue Improvements – Tamsin Ave. to Oakland Dr. project. We are very interested in assisting the City of Kalamazoo (City) with this project. We have completed several street and utility improvements projects that are very similar in scope or have many of the same components required for this project. These include the following:

- o Harrison Road Extension, Kalamazoo, Michigan
- o Lovers Lane Re-alignment, Portage, Michigan
- o Stryker Way, Portage, Michigan
- o Miller Street Improvements, Paw Paw, Michigan
- o WMU Oliver Street Relocation, Kalamazoo, Michigan
- o Arboretum Parkway and Roundabouts, Kalamazoo, Michigan

We have made the following assumptions for this project based on our discussions with you and understanding of the project direction:

- o The project will consist of approximately 5,000 ft length of road and water main improvements along Parkview Ave. from Tamsin Ave. to Oakland Drive, including side street road and water improvements for future extensions. Additionally, the Crest Dr. water main abandonment and service relocations scope is included as well.
- o The project will consist of two separate scope of work items for the City. Scope 1 will include water main upgrades for the City of Kalamazoo – Water Resources Division. Scope 2 will include street improvements for the City of Kalamazoo – Streets Division.
- o Scope 1 consists of engineering design and construction services to abandon the existing Parkview Ave. water main and install a new 16-inch water main for the entire length, install an 8-inch water main connection at all side streets, install new fire hydrants every 300± feet, abandon the existing 2-inch water main along Crest Dr., and install new water services to any impacted properties within the project limits. From a budget standpoint, this scope is limited to 5-feet on either side of the proposed water main.
- o Scope 2 consists of engineering design and construction services to mill and repave the remainder of the Parkview Ave. pavement for the project length including connections to all side streets, spot replacement of curb and gutter as necessary, improvements to sidewalk ramps, and minor storm sewer work. From a budget standpoint, this scope encompasses all other work outside the limits of Scope 1.

Page 2
Mr. Stephen Skalski.
Mr. Anthony Ladd
April 6, 2020

- o Traffic signal upgrades, right-of-way acquisition or property owner authorizations, street lighting upgrades, retaining wall design, sanitary sewer improvements, and guardrail replacements are not anticipated at this time but can be quoted if needed.
- o While the engineering fees and contractor pricing associated with Scope 1 and 2 will be priced separately, the entire project will be bid together in one package in 2020 and constructed as one project in 2021. We understand that this project will be locally funded by the City of Kalamazoo and bid through the City's Purchasing Department.

We propose to complete all services according to the scope of work as defined below:

Topographic Survey

- Perform a topographic survey of Parkview Avenue from 30-feet west of Tamsin Ave. east to Oakland Drive.
- Topographic information will be obtained from right-of-way to right-of-way over the full length of the project and twenty (20) feet beyond the spring points of intersecting roads.
- Surface evidence of utilities in the survey area will be located. A Miss Dig Design Ticket will be called in to obtain maps of all public utilities within the area. Utilities without visible surface indications will be shown per the provided maps and only to the accuracy depicted in the provided maps.
- Invert elevations will be obtained on all accessible pipes within storm and sanitary structures in the project limits.
- Right-of-way lines will be shown based on found monumentation and information available on-line such as tax descriptions and subdivision plat maps. A title search of parcels in the project area is not included in this quote.

Preliminary Design Engineering

- Review old geotechnical reports, as-built documentation, and current City project records within the project boundary. This information has already been provided to us.
- Meet on-site with the homeowner located at 2720 Parkview Ave. to review and discuss the stormwater erosion issue. Conceptually develop two solutions to remediate erosion issues and assign costs for City review.
- Perform one site visit to walk the entirety of the project limits with the City and identify curb and gutter replacements, necessary storm improvements, ADA sidewalk issues, and pavement removal limits.
- Prepare a preliminary set of project specifications and an engineer's cost opinion for City review.
- Conceptually document the new water main route, conceptual service locations, curb and gutter replacements, storm improvements, ADA sidewalk issues, and pavement removal limits.
- Review the preliminary plans, specifications, and cost opinion with the City.

Final Design Engineering

- Complete the final design following City review of the preliminary plans. This will include our project alignment, plan and profile sheets, removals plans, typical road sections, and details as necessary to construct the improvements.



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Mr. Stephen Skalski.

Mr. Anthony Ladd

April 6, 2020

- Complete the road milling, sidewalk ramp replacement, and utility designs in accordance with AASHTO, MDOT, ADA, and City standards. Side street improvements will extend to the spring line of each intersection or as necessary to install water main.
- Complete the water main design and service relocations in accordance with City and Michigan Department of Environment, Great Lakes, and Energy (EGLE) standards.
- Prepare maintaining traffic plans and provisions as well as striping plans. Review phasing and any temporary detour routes and signage requirements with the City.
- Prepare a 30% and 90% check set during the final design phase for review with the City. Make necessary adjustments prior to final bid package issuance.
- Pavement cores and soil borings will not be performed at this time and the pavement cross section has been provided. Any geotechnical investigation that is determined necessary will be through the City's existing geotechnical and testing contract.
- Prepare the final Special Provisions and specifications for inclusion in the City's bid documents.
- Complete the EGLE water permit application for City signature and submittal.
- Attend up to four meetings with the City to review and evaluate the layout, utility, and road plans. No public hearings, community meetings, or other local approvals are anticipated.
- Prepare a final cost opinion for review.
- Final documentation will be independently reviewed for quality control.
- We understand the City will advertise the project, coordinate the bidding process, review bids and recommend award. We can manage this process through our on-line bidding system if desired.

Staff Assigned

H&S proposes to assign the following staff to the 2021 Parkview Avenue Improvements – Tamsin Ave. to Oakland Dr project:

Principal in Charge:

Timothy A. Stewart, P.E. – Mr. Stewart is a cofounder and principal of Hurley & Stewart, LLC and has over 30 years of civil engineering experience including numerous utility and road improvement projects. He will provide design and project management leadership and oversight as well as construction expertise on the project.

Project Manager:

Alex R. Phelan, EIT – Mr. Phelan has over 9 years' experience in the civil engineering field and has completed the design and construction engineering of many municipal infrastructure projects. Most recently, he was the design and construction engineer for the Harrison Road Extension Project in the City of Kalamazoo. Mr. Phelan will serve as the City's primary contact from H&S.

QA/QC Manager:

Jeffrey W. Paulson, P.E. – Mr. Paulson will serve as the QA/QC Manager for this project. He has over 15 years' experience in the design and construction of municipal improvement projects for many local municipalities including the Cities of Kalamazoo, Portage, and Three Rivers. Mr. Paulson will review the process, work products, and documentation at all stages of the project to make sure the design is thoroughly considered and properly completed.



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 Mr. Stephen Skalski.
 Mr. Anthony Ladd
 April 6, 2020

Construction Inspectors:

Thomas A Palumbo, EIT – Mr. Palumbo has over 3 years' experience in the civil engineer field and has completed inspection services for multiple road, utility, trail, and other infrastructure projects.

Brennan Combs – Mr. Combs has over 3 years' experience in the civil engineering and construction fields including project management work for a large, local excavation company. He has good, practical hands-on knowledge of both the design and construction sides of infrastructure improvements.

Basis of Fee

We propose to complete the services outlined above on a lump-sum basis including expenses. The cost for each task is outlined below:

	Scope 1	Scope 2
Topographic Survey	\$ 5,000	\$11,500
Preliminary Design Engineering	\$30,500	\$14,900
Final Design Engineering	<u>\$25,800</u>	<u>\$12,700</u>
TOTAL FEE	\$61,300	\$39,100

We can begin work on the project immediately following your notice to proceed and complete the design engineering for late October, 2020 bidding as discussed.

Thank you again for providing H&S the opportunity to perform this work for you. If you have any questions, feel free to contact our office at 269-552-4960.

Sincerely,

HURLEY & STEWART, LLC



Timothy A. Stewart, P.E.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible Firm whose qualifications, conforming to this solicitation; will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all qualifications and waive informalities and minor irregularities in qualifications received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.
 - 1) No proposals received;
 - 2) A single proposal being received; or
 - 3) Prices quoted are over budget and/or unreasonable

2. REQUEST FOR QUALIFICATIONS AS CONTRACT

Should modifications (after qualification opening) NOT be necessary; this Request for Qualifications (RFQ) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Qualifications and any addenda.

3. SUBCONTRACTORS - NON ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this qualification, including the type of work to be performed. The Firm 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 Firm hereby agrees and understands that the contract resulting from this qualification 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 Firm may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

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

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease services 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 Firm 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 Manager. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep themselves 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. The Firm 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 Firm.

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

8. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm'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. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

9. 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.

10. DEFAULT

The City may at any time, by written notice to the Firm, terminate this contract and the Firm'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 perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm 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 the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

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

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

- F. 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.

11. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its 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 its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

12. MEETINGS

The Firm 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.

13. INSPECTION OF WORK SITE

Before submitting bids for their work, the Firm shall be responsible for examining the work site and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently in behalf of the Firm for any negligence on his/her part.

14. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.

- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

16. USE OF DOCUMENTS

- A. Provided to the City:

All plans, drawings and specifications provided to the City under this Agreement shall become property of the City, and shall be deemed public records as required by Michigan law. The City shall be entitled to use such documents for its own municipal purposes only, and shall have no authority to sell them at a profit to any third party. Any use of such documents by the City for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Firm, and the City agrees to indemnify and hold the Firm harmless from any and all reasonable damages, losses, attorney fees, costs, and/or reasonable expenses which the firm may incur as a result of such use by the City.

- B. Provided by the City:

All digital data derived from the City of Kalamazoo's Geographic Information System (GIS), Computer Aided Design (CAD) software, and the Global Positioning System (GPS) provided to the consultant for the purpose of this contract shall remain the property of the City of Kalamazoo. This contract limits the use of this digital data for the purpose of fulfilling the goals of this contract. Failure to comply can result in the termination of the contract and the removal of the contractor's name from future bid lists. Examples of digital data from GIS/CAD/GPS may include, but are not limited to; orthophotography, topographic contours, parcel/lot lines, street centerlines, utilities, hydrography, wells, zoning, building footprints, neighborhood boundaries, census tracts and blocks, voting districts, and school district boundaries.

17. CONFLICT OF INTEREST

The Firm shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract which constitutes a conflict of interest.

18. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.10.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: Rebekah Kik
Prepared by: Christina Anderson

DATE: April 20, 2020

SUBJECT: Text Amendments to Chapter 50, The Zoning Ordinance.

RECOMMENDATION:

It is recommended the City Commission offer for first reading an ordinance to approve text amendments to Chapter 50, The Zoning Ordinance, and set a public hearing for May 4, 2020.

BACKGROUND:

The text amendments proposed to Chapter 50 are noted in red in the attached document. The changes are generally summarized below, including the reason(s) for the proposed change.

- 1) Article 1 General Requirements. Minor edits to clarify definitions and standards.

These changes are based upon staff use of the code over the last year and a desire to make the language as easy to understand and apply as possible.

- 2) Article 3 Zoning Districts. Addition of 3 new districts in preparation for Downtown zoning in 2020.

These districts start the conversation for the future mapping of Downtown, which is currently mapped as one all-encompassing district (CCBD). Dividing the Downtown into multiple districts allows the City to manage the key retail streets (Priority Streets) in and around the Mall, the areas directly adjacent to these, and then the larger blocks surrounding the core differently in use and scale. Public meetings to map these districts will begin in March.

- 3) Article 4 Uses. There are changes proposed to the Use Table (Table 4.1-1) and to the development standards associated with some uses (noted as PD in the use table).

There are three primary reasons for these changes. First, the changes are based upon staff use of the code over the last year to better clarify language and requirements. Second, these changes are being proposed to ensure that the Live Work 1, Live Work 2, and Node districts can be applied in neighborhoods beyond the Northside, where they were initially mapped. Finally, the changes take into account the inclusion of three new districts that will be considered for Downtown. These districts would, if approved through this text amendment request, not yet exist on a zoning map. The intent is to create districts that will then be reviewed and mapped later this year. Until then CCBD is the zoning for Downtown Kalamazoo.

- a. Downtown 1 (D1) is the most restrictive district in terms of uses and ground floor treatment, as it focuses on supporting uses that best activate the Priority Streets that serve as the principle walkable shopping district (Kalamazoo Mall and Michigan Avenue).
- b. Downtown 2 (D2) is intended primarily for the blocks adjacent to D1, the uses and lot types are expanded to include civic uses and greater flexibility with residential uses within a building.
- c. Downtown 3 (D3) is intended for the remaining Downtown area. It is a similar district to Live Work 2 except it does not permit industrial uses.

The proposed Downtown districts are added to the Accessory Use and Structure Table (Table 4.5-1). In addition, all residential districts have been incorporated into the table as it relates to accessory uses (home occupations and accessory dwelling units) and structures (secondary buildings).

4) Article 5 Zoning Standards: Lot Types. This article contains the form-based zoning standards associated with the Live Work 1, Live Work 2, and Node districts and the proposed Downtown districts. These districts regulate not only the traditional setback and height requirements, but also such elements as location of building entrance, quantity (percentage) of transparent windows on walls facing streets, and location of parking and driveways. These regulations support a walkable mixed-use environment, which is why these districts are used on key corridors and neighborhood centers.

This article has the largest number of edits. In addition to updating the language for clarity, 2 new lot types were added, and several lot types were edited. These edits are in anticipation of mapping these districts in additional neighborhoods in the coming months.

Updated/new Lot Types:

- a. Cottage Commercial Lot Type. This lot type supports the use of residential-looking structures for commercial uses. Houses along many of our corridors have evolved to contain a mix of uses and in some situations the street facing building façade is converted to a storefront closer to the front property line.
- b. Yard Lot Type. The Yard Lot Type is not new. It was previously set up to support the development of both attached and detached structures typically for residential uses. In the edits proposed, this Lot Type has been divided in to two different sets of regulations, one set for attached buildings, such as row or townhouses, and one for detached, such as a single-family home.

Other changes to this Article include the following and are proposed to make these districts usable for multiple areas:

- a. An allowance for taller structures in the Live Work 2 and in the proposed Downtown districts when the structure is located on a Connector Street, Main Street, or Priority Street Type (refer to the [2025 Master Plan – Connected City](#) for information on the street types).
- b. Clarification on allowed height in Nodes.
- c. Clarification on the existing Occupied Space requirement. Occupied Space refers to the first 15' inside a building, measured from the front building façade. In some locations, the Zoning Ordinance limits this area being used for internal parking or residential units to promote an active, walkable street. Both the definition and the language in Article 5 were adjusted to be clearer on when the limitation exists.

5) Article 7 Parking & Loading Regulations. Edits to the parking and loading section include the following.

- a. Nodes. Establishing a parking reduction for uses located in the Node District.
- b. Parking Exempt Zone Map. This map was updated to reflect the Downtown Economic Growth Authority (DEGA) boundary.
- c. On-Street Parking Credit. Adjusting the existing on-street parking credit to expand how the credit can be applied.
- d. Single & Attached Dwelling Units. Language to clarify that they are permitted to have two parking spaces per unit.

e. Hotel/Motel Require Parking. Since the parking regulations were approved in Fall of 2018, two new hotels located in the Commercial district requested variances to allow for additional parking. Understanding the location of these hotels (in Community Commercial, near the expressway), the required parking for this type of hotel/motel has been updated, which should prevent the need for similar variance requests in the future.

When considering the text amendment requests, the following should be considered per Chapter 8 of the Zoning Ordinance:

1. Consistency with the 2025 Master Plan. The proposed amendments are in alignment with the 2025 Master Plan and will further the Zoning Ordinance's ability to support the vision of the Master Plan.
2. Change of Conditions that Require an Amendment. Many of the proposed amendments reflect the plan to map Live Work 1, Live Work 2, and Node in additional neighborhoods and corridors. As it relates to the proposed Downtown districts, Downtown continues to grow and evolve, and a single district is not the right tool to support this. For example, one district limits the ability to treat Priority Streets like the Mall and Michigan Avenue with a higher level of design and use regulations that can support these streets as walkable principle shopping streets.
3. Does Amendment Address a Demonstrated Community Need. Yes, the proposed amendments further the City's ability to meet the desires and vision outlined by the community during the Imagine Kalamazoo 2025 engagement process and detailed in the 2025 Master Plan, this includes permitting a wide variety of housing options to support community need, supporting economic development by removing barriers to new projects and supporting development that matches with the character and scale of the corridor or neighborhood.
4. Compatibility with Surrounding Uses. The proposed amendments do not impact the Zoning Map but are changes to the text. The proposed amendments are based on Kalamazoo's context and therefore will be compatible with the character and context of Kalamazoo's neighborhoods and corridors when mapped.
5. Will the Amendment Result in a Logical and Orderly Development Pattern. The proposed amendments were developed based upon the use of the Zoning Ordinance over the last twelve months and the future development vision of the 2025 Master Plan. When mapped they would support logical and orderly development patterns.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Having our Zoning Ordinance align with the Strategic Vision and the 2025 Master Plan will assist us in meeting the goals in these documents. Specifically the zoning changes will impact the following Strategic Vision goals.



Inviting Public Places - Vibrant streets, exceptional parks, and welcoming activities.

The zoning changes support vibrant streets by permitting appropriately sized/scaled buildings and uses.



Complete Neighborhoods - residential areas that support the full range of people's daily needs

The zoning changes support complete neighborhoods by creating standards that consider land use and transportation and allowing a mix of uses through the City so residents can meet their daily needs closer to home - by foot, by car, by transit, or by bike.



Connected City - A City networked for walking, biking, riding, and driving

Zoning supports transportation options by allowing mixed use, neighborhood-scaled development along our corridors and neighborhood centers or nodes.



Economic Vitality - A supportive infrastructure for growing businesses and stabilizing the local economy for the benefit of all.

Zoning changes support a wide range of uses and housing options to create a vibrant Downtown and active mixed use corridors.



Environmental Responsibility - A green and health City.

The zoning changes support environmental responsibility and responsible development by thoughtfully considering how density can be incorporated along our corridors, in the Downtown, and in neighborhoods while also keeping neighborhood character in mind.



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

Many of the zoning changes reflect feedback from residents and developers who have used the code over the last 14 months to ensure clarity and correct errors.

COMMUNITY ENGAGEMENT:

Consult (two-way conversation) – the community will have a chance to react to the project through two-way conversation.

Inform (one-way conversation) – no feasible alternatives available due to legal/regulatory restrictions, standards and best practices, or resource limitations; the community will be made aware of the project.

The changes to the code reflect

- 1) feedback from residents and developers who have utilized the code over the last fourteen months.
- 2) Neighborhood Plan vision for key corridors and nodes.
- 3) Resident feedback from engagement meetings.

A public hearing was held on February 6th by the Planning Commission. It was noticed on both December 30, 2019 and January 22, 2020. The draft was posted online in early January on both Imagine Kalamazoo and the City's web site. Planning Commissioners discussed the draft and took public comment. At the end of the public hearing, the Planning Commissioners unanimously voted to recommend approval to the City Commission.

FISCAL IMPACT:



Chapter 50: Zoning Ordinance

DRAFT 01/2020

THE CITY OF KALAMAZOO



imagine
kalamazoo
2025

Chapter 50 - Table of Contents

How to Use These Regulations

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How to Use These Regulations

The Live-Work 1, Live-Work 2, and Node zoning districts establish a set of development regulations that focus not only on the use of the building, but also the building's form and impact on the block. These regulations go beyond basic setback lines and maximum height to consider such development components as building entrance, minimum amount of transparent windows, and both minimum and maximum heights. This type of **regulation** is referred to as a form-based zoning. These development components are compiled into Lot Types (refer to 5.6 Lot Types) and each zoning district allows for one or more Lot Type. These regulations are different than the traditional zoning regulations in the City of Kalamazoo, but they are written plainly, organized using tables, and are clearly illustrated for ease of use.

To determine the zoning regulations that apply to a parcel, please follow these steps. The Planning Division is always available to answer questions at 269-337-8044.

1 Zoning District.

What zoning district is your property located?



Locate the property on the Zoning Map (refer to Figure 1.2-1 Zoning Map.)

2 Permitted Use.

What is your desired use? Is it permitted in this location?



Refer to the 4.1-1 Use Table to review what uses are permitted in each Zoning District. Information on Accessory Uses and Structures can be found in Table 4.1-1.

3 Zoning Standards.

What are the requirements for developing or rehabbing a building in this location?



Refer to Table 5.6-1 Lot Types by District to determine which set of development standards are permitted, including dimensional standards that locate a building on a lot and standards for the building facades.

Review the Lot Type Standards in section 5.6, each of which is summarized in a table and with illustrations.

When rehabbing an existing building refer to section 1.4 to determine what activities would result in meeting the requirements of Chapter 50.

Article 50-1. General Requirements.

50-1.1 Purpose.

A. The intent of these requirements is to:

- (1) Create a flexible, market driven approach to the districts defined to promote public health, safety, and general welfare.
- (2) Realize the community's vision as detailed in the Master Plan, including permitting a variety of uses, increased variety of housing infill, and promoting active walkable nodes and corridors through the inclusion of building form requirements.

B. This document should reflect the current adopted Master Plan; if substantial changes occur, this text should be reviewed and amended.

50-1.2 General Provisions.

A. Zoning. Map. The zoning districts detailed in these regulations are mapped according to Figure 1.2-1.

B. Conflicts. If a conflict arises between the regulations in Chapter 50 and those in Appendix A, the regulations of Chapter 50 take precedent unless otherwise approved by the City Planner.

C. Existing Structures. The form-based zoning districts are intended to allow existing structures to remain while integrating **new development through the use of the form-based standards.**

50-1.3 Definitions.

A. Agriculture. Growing of food crops indoor or outside for personal use, donation, or sale; this excludes the growth of marihuana plants for medicinal or recreational purposes.

B. Alley. A public or private right-of-way intended for accessing rear yards, utilities, trash pick up, and vehicular access to parking or loading areas. The City Planner can approve having existing Courts serve the same functions as Alleys, as it relates to the requirements of this code.

C. Basal Area. A method of determining Woodland density by measuring the cross-sectional area of individual tree stems over a particular unit area.

D. Best Management Practices (BMP). Commercial or professional procedures that are accepted or prescribed as being correct or most effective.

Figure 1.2-1 Zoning Map.

E. Build-to Zone. The designated area on a lot **that** the front or corner side façade of a building must be located. The zone dictates the minimum and maximum distances a building may be placed from the front or corner side lot line. Refer to Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

F. Canopy, Tree. The upper layer of a Woodland formed by the crowns of mature trees.

G. Courtyard. An open-to-the-sky outdoor area enclosed by a building on at least two (2) sides. Parking is not permitted in a Courtyard.

H. Critical Root Zone (CRZ). The zone encompassing the majority of a tree's roots. It is calculated by measuring the diameter of a tree trunk at breast height and measuring outward from the trunk eighteen (18) inches for every inch of trunk diameter. Refer to Figure 1.3-2 Measuring Critical Root Zone.

I. Develop. The construction, removal, or renovation of a primary or accessory structure or other impervious surfaces on a **lot**.

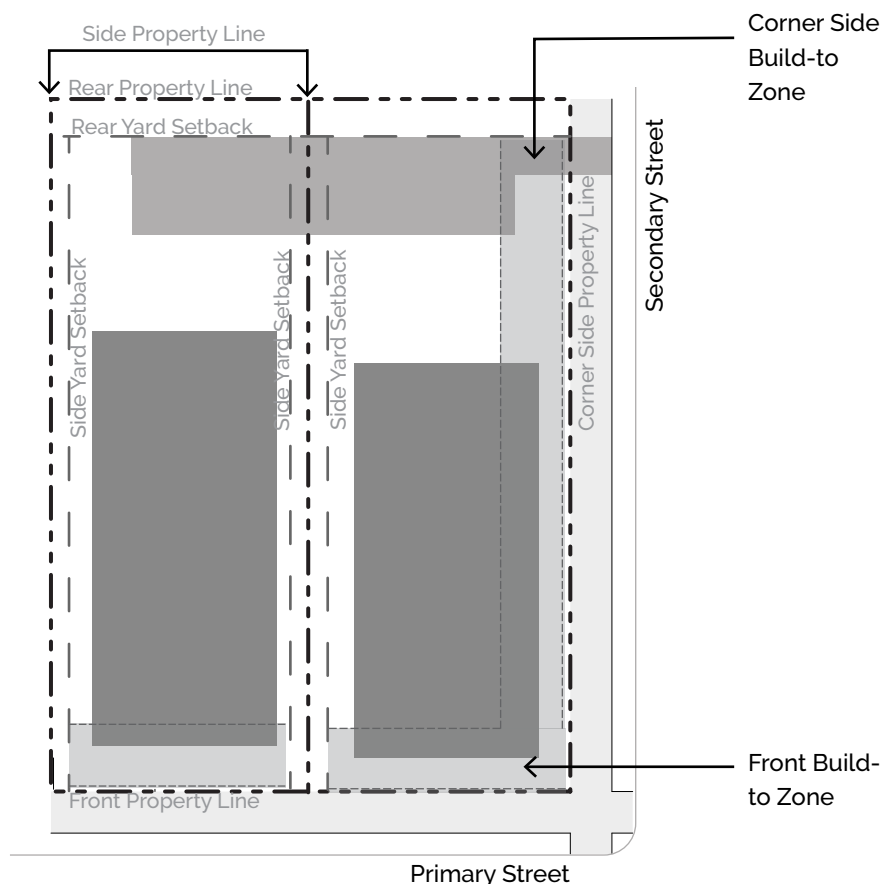


Figure 1.3-1 Build-to Zone, Property Lines, & Yards.

J. Diameter at Breast Height (DBH). The diameter of a tree trunk measured at 4.5 feet above ground level.

K. Disturbance. Includes any of the following: 1) placement of impervious surface or structure; 2) exposure or movement of soil, including removal or addition of soil or other natural or manufactured materials; or 3) clearing, cutting, or removing of vegetation.

L. Ecosystem. A biological community of interacting organisms and their physical environment.

M. Ecosystem Assessment, Woodland. A method for quickly gathering information about the plant density, species diversity, and/or condition of a Woodland habitat.

N. Endangered Species. Any species recognized by the State of Michigan and/or Federal government as being in danger of extinction throughout all or a significant portion of its range.

O. Entrance Treatment. The permitted treatments of the ground story façade, including entrance and window transparency. Refer to 5.2 Entrance Treatment.

P. Façade. The exterior face of a building, including but not limited to the wall, windows, doorways, and design elements. The front façade of a building faces the front property line.

Q. Façade, Street Facing. Façade of a building facing a public or private space, such as a street or park. This does not include building facades along alleys, which would be considered rear facades.

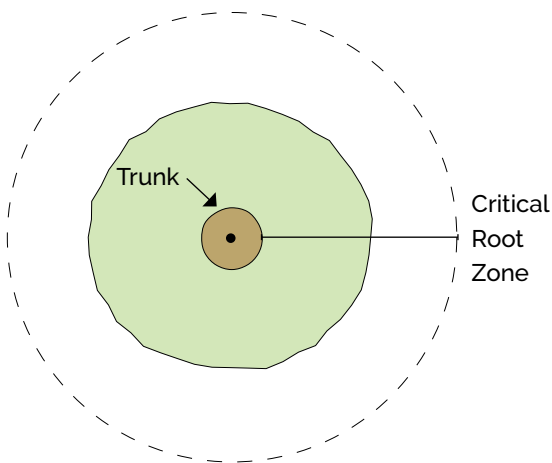


Figure 1.3-2 Measuring Critical Root Zone

R. Graminoids. Grasses, sedges, and rushes.

S. Habitat. The natural home or environment of an animal, plant, or any other living organism.

T. Habitat Corridor. An area of land containing wildlife habitat, generally native vegetation, which joins or provides passage between two or more larger areas containing similar wildlife habitat, and the entire corridor thus formed.

U. Invasive Species. Any living organism that is not native to an ecosystem and causes the ecosystem harm.

V. Lot Type. A lot type is defined by the combination of building siting, form, façade treatment, parking and access, and use. Refer to Chapter 5.

W. Master Plan. City of Kalamazoo Planning document that outlines the community's vision primarily as it relates to land use and transportation.

X. Nativar. A cultivar of a native plant species.

Y. Native Species. A species that normally lives and thrives in a particular place as a result of natural processes, not human introduction, disturbance, or intervention. For the purposes of this Article, a particular place is defined as Kalamazoo County.

Z. Natural Communities. Groups of plants and animals and their physical environment that have experienced minimal human-caused disturbance or recovered from that disturbance.

AA. Natural Features. Features defined in the Natural Feature Protection Overlay, specifically Wetlands, Water Resources, Trees, Woodlands, Floodplains, Slopes, Natural Heritage Areas, and Habitat Corridors.

BB. Natural Vegetation. Plants that grow naturally, especially but not limited to those that provide habitat for wildlife; deep-roots to stabilize banks, shorelines, and slopes; or canopy for shade.

CC. NREPA. Michigan's Natural Resources and Environmental Protection Act, 451 of 1994, as amended, MCL 324.101 - 324.90106.

DD. Occupied Space. The first fifteen (15) feet inside a building measured from the front facade. In this space, uses such as interior parking, residential units, storage, or utility areas may be restricted. Refer to Article 5 Zoning Standards for more information.

EE. Orbs. Non-woody plants and wildflowers other than grasses.

FF. Ordinary High Water Mark. The upper limit that the water level reaches during regular changes in water level. Refer to Figure 6.2-1 Wetland and Water Resources Setbacks.

GG. Parcel, Parent. The parcel or tract of land lawfully in existence on the effective date of the Natural Features Protection Overlay District.

HH. Preserve. An area of land under common ownership by a tax-exempt nonprofit organization where a management plan for conservation, wildlife, historic resources, or ecological resources or values is actively implemented.

II. Property Line. Also referred to as lot line. Refer to Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

JJ. Property Line, Front. Also referred to as a front lot line. The intersection of the right-of-way and the property or lot; the area from which the front build-to zone is set. Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

(1) When a primary street abuts a through or corner lot, the front property line is that property line along the primary street.

(2) When a lot abuts two (2) or more primary streets or does not abut any primary streets, the front property line shall be determined by the City Planner.

KK. Restoration. The process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed.

LL. Riparian Area. The area adjacent to a Water Resource or Wetland.

MM. Runoff. The portion of precipitation that does not soak into the ground or evaporate.

NN. Scale. Typically defined by the adjacent buildings and rights-of-way, scale refers to the size or massing of a structure or street.

OO. Semi-pervious Materials. A ground surface covering that allows for at least forty (40) percent absorption of water into the ground or vegetation, such as porous pavement, pavers, crushed stone, or gravel.

PP. Site Characteristics. Minor, physical development features on a lot, including signage, landscaping, parking,

driveway location, and other physical, but non-structural elements of a site.

QQ. Slope. The area of the ground surface where there is a change in elevation over a horizontal distance.

RR. Slope Analysis. An analysis based upon a topographic survey used to calculate the grade of slopes.

SS. Slope Face. The surface area of the slope from Top to Toe of Slope. Refer to Figure 1.3-3 Parts of a Slope.

TT. Slope Percent Grade. The vertical change in the elevation of the ground surface (rise) divided by the specific horizontal distance (run) multiplied by 100.

UU. Slope, Toe of. The lowest part of a slope. Refer to Figure 1.3-2 Parts of a Slope. Refer to Figure 1.3-3 Parts of a Slope.

VV. Slope, Top of. The highest part of a slope. Refer to Figure 1.3-2 Parts of a Slope. Refer to Figure 1.3-3 Parts of a Slope.

WW. Stormwater Best Management Practices (BMP). Tools used to prevent or reduce stormwater runoff and/or associated pollutants as determined by professional associations, State of Michigan, or Federal government, such as the Michigan Low Impact Development Manual.

XX. Stormwater Runoff. Runoff and any other surface water drainage that flows into natural or man-made drainage ways.

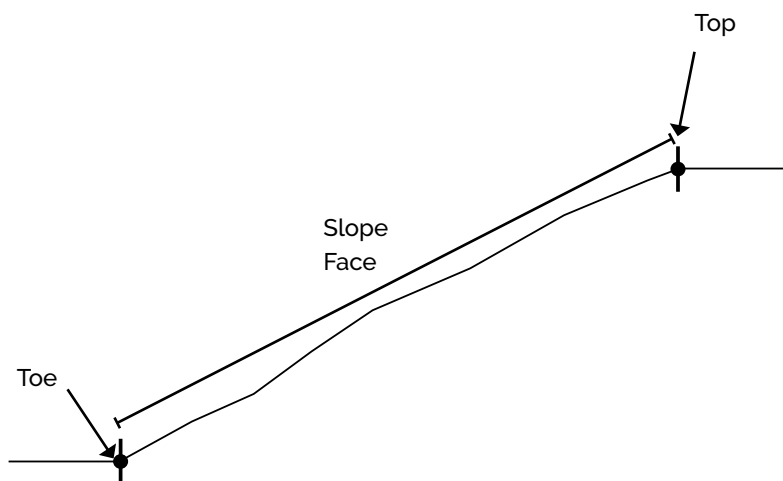


Figure 1.3-3 Parts of a Slope

YY. Street, Types. The types of right-of-ways and associated treatment of vehicular, bicycle, and pedestrian ways within as defined by the Master Plan.

ZZ. Street, Primary. A street designated as having priority over other streets in terms of setting the front lot line, locating building entrance, and façade treatment. **On corner lots, the primary street is determined by the street type with the following order of priority: priority street, main street, connector street, and neighborhood street.**

AAA. Street, Secondary. A street designated as not having priority over other streets. Secondary streets typically serve as preferred location for vehicular access points and buildings fronting secondary streets may have a reduction in the facade requirements.

BBB. Story, Ground. Also referred to as ground floor. The first floor of a structure that is level to or elevated above the finished grade, measured at the front and corner facades. This excludes partially above-ground basement areas. Refer to Figure 5.3-1 Measuring Height.

CCC. Story, Half. A floor located partially below grade and partially above or a floor located within the roof structure facing that has transparency facing a street.

DDD. Story, Upper. The floors of a structure located above the ground story. Also referred to as upper floor.

EEE. Structure, Primary. A structure that contains the lot's primary use and is located in the front-build to zone. A lot may contain more than one primary structure, refer to 5.6 Lot Types.

FFF. Structure, Accessory. A structure that contains a secondary or accessory use on a lot. Accessory structures are typically smaller in size than the primary structure and located toward the rear of the lot. Refer to 4.5 Accessory Uses and Structures.

GGG. Surface, Pervious. An area that allows for the absorption of water into the ground or vegetation. Also referred to as permeable are.

HHH. Surface, Impervious. Areas covered with surfaces that do not allow at least forty (40) percent absorption of water into the ground, including areas for driveways, parking lots, and walkways and structures.

III. Surface, Semi Pervious. An area that allows for at least forty (40%) absorption of water into the ground or vegetation. Semi-pervious materials can include such materials as porous pavement, pavers, crushed stone, or gravel.

JJJ. Threatened Species. Any species recognized by the State of Michigan and/or Federal government which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.

KKK. Turf Grass. Any variety of commercial grasses grown and maintained to form turf.

LLL. Understory. The layer or layers of woody vegetation — including understory trees and shrubs — that naturally grow beneath a Tree Canopy.

MMM. Use, Accessory. May also be referred to as secondary use. This use typically takes up less space than the principal use and is often located in an accessory structure or in side or rear yards.

NNN. Use, Primary. May also be referred to as the principal use. The dominant use of a lot. It is typically located in the lot's primary structure along the front property line.

OOO. Vegetated Buffer. A permanent, maintained strip of vegetation designed to help absorb and slow the velocity of surface Stormwater Runoff, and filter out sediment and other pollutants.

PPP. Wetland Determination. An on-site investigation to determine whether the presence of water, hydric soils, and wetland vegetation occur in such a manner as to meet the definition of a Wetland.

QQQ. Wild-type. A straight species native plant that has not been commercially cultivated for a specific characteristic, which provides for natural genetic diversity, disease resistance, climate resiliency, and reliable pollinator habitat.

RRR. Zoning District, Base. Also referred to as underlying zoning. The zoning regulations applied to a parcel according to the Zoning Map.

SSS. Zoning District, Overlay. A set of standards placed on a parcel in addition to the standards of the Base Zoning District.

50-1.4 Nonconformances.

Refer to Chapter 9. Nonconformities of Appendix A for the management of nonconforming uses of land and nonconforming structures and uses of structures with the following additions.

A. Regulations of Chapter 50 shall be met when,

- (1) Change in Use. The use nonconformance exception ends when a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.

(2) Change in Structure. The **structural** nonconformance exception ends when the associated structure is modified to change the gross floor area by fifty (50) percent or more.

B. Nonconforming Site Characteristics. Site characteristics may continue in accordance with the following.

(1) Ten Percent Exception. A site characteristic is not considered nonconforming if the size of the nonconformance is less than ten (10) percent of the requirement.

(2) Change In Use. The nonconforming site characteristic exception ends if a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.

(3) Change in Structure. The nonconforming site characteristic exception ends if the associated structure is modified to change the gross floor area by fifty (50) percent or more.

(4) Exception for Multi-Tenant Signs. Multi-tenant signs are exempt from this requirement in that an individual or tenant is permitted to install a new sign or change out signage within an **existing** multiple tenant sign provided that the new signage does not increase the amount of nonconformance.

C. Street Facing Façade. When a building located within the build-to zone is renovated, **including with no change to the overall square footage of the structure**, the regulations of 5.5 Street Facing Facades shall be met when any of the following occur.

(1) Installation of new entrance or change in location of entrance on a street facing façade.

(2) Change in window location or size on a street facing façade by thirty (30) percent or more.

(3) Change or replacement of more than thirty (30) percent of façade materials on a street facing façade with a different material.

Article 50-2. Review Bodies.

Reserved

Article 50-3. Zoning Districts.

50-3.1 Zone Districts. Refer to Figure 1.2-1 for the Zoning Map of the following districts.

A. Node District. Nodes are intended to create walkable, vibrant mixed-use commercial areas in Kalamazoo neighborhoods with a focus on building forms that promote inviting public places. Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors. Nodes **locations can be found in the** Master Plan, Future Land Development Map.

B. Live-Work 1 District. Live-Work 1 promotes a wide mix of commercial and residential uses in a scale and with a building form compatible with Kalamazoo neighborhoods and corridors. Live Work 1 standards focus on the building

form, specifically along the street, while allowing a flexible list of uses within the building.

C. Live-Work 2 District. Live-Work 2 is intended to promote a wide mix of uses, including residential, commercial, and craftsman industrial users. Typically located adjacent to the Downtown or traditional industrial areas, Live-Work 2 is similar to Live-Work 1, but allows for more urban scaled development.

D. Downtown 1. Downtown 1 supports the key retail blocks of Downtown Kalamazoo by promoting a mix of uses with the most active permitted on the ground floor. This district is intended for the active, walkable principle blocks that focus on retail, entertainment, and service uses, storefronts, pedestrian-scaled signage, and access to shared parking facilities.

E. Downtown 2. This district is similar to Downtown 1, but with more flexibility in its form and permitted uses. It is intended for blocks directly adjacent to those in Downtown 1.

F. Downtown 3. Promotes a wide mix of uses, including residential, commercial, and civic uses in building forms that support the scale and intensity of Downtown Kalamazoo.

50-3.2 Overlay Zone Districts.. Refer to Figure 3.2-1 Zoning Overlay District Map of the following overlay districts.

A. Natural Feature Protection (NFP) Overlay District. Natural Features Protection (NFP) Overlay District is an overlay district providing additional development standards for parcels containing or adjacent to Natural Features. Refer to 50-6.2.

Article 50-4. Uses.

50-4.1 General Provisions. The following general provisions apply to the uses outlined in Table 4.1-1 Use Table.

A. Permitted Uses. Uses are either permitted by-right, permitted with development standards, or permitted if a special use permit is granted from the Planning Commission.

B. Lot Type Required. All uses shall be located within a permitted Lot Type, unless otherwise specified.

C. Required Licenses. Any facility that is required to be licensed by the State of Michigan shall have a valid license at all times. It is a violation of this Code to operate at any time without a valid license.

4.1-1 Use Table Key

P	Permitted	S	Special Use
PD	Permitted - Development Standards Required		

Table 4.1-1 Use Table

	Node	LV1	LV2	D1	D2	D3
Residential/Lodging						
Bed & Breakfast		P	P	PD	P	P
Hotel/Motel	P	P	P	P	P	P
Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care		PD	P	PD	P	P
Residential (1 & 2 units)	PD	P	PD	PD	P	P
Residential (3 & 4 units)	PD	P	P	PD	P	P
Residential: Multifamily (5 & more units)	PD	P	P	PD	P	P
Rooming House	PD	P	P	PD	P	P
Transitional Residence		P	P			P
Civic/Institutional Uses						
Assembly	PD	P	P	PD	P	P
Assembly, Religious	S	S	S	PD	P	S
College and University	P	P	P		P	P
Hospital		P	P		P	P
Library & Museum	P	P	P	PD	P	P
Parks & Open Space		P	P		PD	P
Police & Fire Station	P	P	P		P	P
School		P	P			P
Commercial						
Agriculture		PD	PD			PD
Day Care	PD	PD	PD		PD	PD
Entertainment Sports (Participant - indoor)	P	P	P	P	P	P
Entertainment Sports (Participant - outdoor)		S	S		S	S
General Retail	P	P	P	P	P	P
General Services	P	P	P	P	P	P
Kennels			PD			PD
Office	P	P	P	P	P	P
Outdoor Sales & Storage		S	S			
Package Liquor	PD			PD	PD	PD
Parking (stand alone)		PD	PD			PD
Vehicle Service		PD	PD			PD
Industrial						
Craftsman Industrial	PD	PD	PD	PD	PD	PD
Industrial			PD			
Warehouse & Distribution			S			

50-4.2 Organization. The uses listed in the Table 4.1-1 are grouped into general categories and shall be interpreted as follows.

A. Unlisted Similar Uses. If a use is not listed, but is similar in character and impact to a use in the permitted, permitted with development standards, or permitted with a special use permit, it may be interpreted by the City Planner as similar.

B. Unlisted Dissimilar Uses. If a use is not listed and cannot be interpreted as similar to a listed use, the use is not permitted.

50-4.3 Use Table. Table 4.1-1 outlines the permitted uses by zoning district. Uses are permitted in one of the following ways.

A. Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.

B. Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided that they are developed with the listed development standards. The development standards listed are intended to manage potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.

C. Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

50-4.4 Use Definition and Standards. The following details the uses listed in Table 4.1-1 and describes any development standards necessary.

A. Residential/Lodging Uses.

(1) Bed and Breakfast. An establishment providing short term lodging and service of at least one (1) meal per day to guests on a lot that also serves as the principal residence of the operator.

(2) Hotel/Motel. An establishment that permits short term lodging with or without an in-room kitchen where the rooms are accessed from an interior corridor or hallway (hotel) or exterior passageway (motel). Restaurant, meeting spaces, and retail are commonly associated with this use.

(3) Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care. Residence that provides short or long term lodging with services such as meals, personal care, supervision of self-administered medication, medical care, and therapy. This type of facility would not meet the definition of a hospital. In the districts where it is Permitted with Development Standards ("PD"), the following is required:

(a) A rehabilitation center is permitted for up to six (6) persons.

(b) In Downtown 1, this use is not permitted on the ground floor,

(4) Residential. Dwelling units located within a primary structure on a lot. In the districts where residential is Permitted with Development Standards ("PD"), the following applies.

(a) In Nodes and Downtown 1, residential units are not permitted in a building's occupied space (refer to 50.1-3.DD Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Live Work 2, Yard - Detached Lot Type is permitted only when it contains two or more units.

(5) Residential, Multi Family. Five (5) or more dwelling units located within a primary structure on a lot. In the districts where residential is Permitted with Development Standards ("PD"), residential units are not permitted in a building's occupied space (refer to 50.1-3.DD Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(6) Rooming House. A type of group living use in which space is let primarily for sleeping purposes, with or without meals, by the owner or agent to persons who are not related to the owner or operator by blood, marriage, or adoption. In the districts where a rooming house is Permitted with Development Standards ("PD"), residential units are not permitted in a building's occupied space (refer to 50.1-3.DD Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(7) Transitional Residence. A residential facility that provides temporary accommodations and on-site management, including 24-hour care, for its residents. Transitional residences can accommodate both individuals and families and can serve a variety of populations, such as the homeless, domestic violence victims, or those recovering from addictions. Residency often requires attendance at classes, trainings, or counseling sessions which may occur on-site. Residents typically do not keep personal vehicles on site.

B. Civic/Institutional Uses

(1) Assembly. A use that has organized services, meetings, or programs to educate, entertain, or promote discussion amongst the community. It can be a public or private facility. Examples of Assembly include a club, lodge, theatre or community center. In the districts where assembly is Permitted with Development Standards ("PD"), clubs and lodges and other similar uses with limited hours or private membership are not permitted in the occupied space of the ground floor in Node and Downtown 1 Districts. Refer to Article 5 Zoning Standards: Lot Types.

(2) Assembly, Religious. An assembly use that focuses on religion, a house of worship. Residential uses accessory to the religious assembly use, such as convent, rectory, or caretaker's residence, are permitted with this use. In the districts where Religious Assembly is Permitted with a Special Use Permit ("S") or Permitted with Development Standards ("PD"), the following standards apply.

(a) Facilities that accommodate less than fifty (50) persons are permitted without obtaining a special use permit.

(b) In Downtown 1, Religious Assembly is not permitted on the ground floor.

(3) College and University. An educational institution authorized to award associate, baccalaureate, or other higher

degrees and certificates.

(4) Hospital. A state licensed facility providing in-patient accommodations; a wide range of medical and surgical care; and other in-patient health services for sick or injured persons. Permitted secondary uses with this type of facility may include laboratories, outpatient department, training facilities, central services, offices, residences, dining areas, and retail.

(5) Library and Museum. An establishment housing educational, cultural, artistic, or historic information resources, and exhibits that is open to the public. Permitted secondary uses with this type of facility include retail space, food sales, dining, and meeting rooms.

(6) Parks and Open Spaces. An area of land designed and equipped for passive or active recreation or open air gathering. **In the districts where Parks and Open Space is Permitted with Development Standards ("PD"), the following standards apply.**

(a) In the D2 District, special design attention should be given to the street wall and character of a block when locating and designing a park and open space.

(7) Police and Fire Stations. A facility that provides protection to a district or entity according to fire, life, and safety code sections. Permitted secondary uses with this type of facility include storage of equipment, indoor and outdoor parking of vehicles, offices, and residences. Police and Fire Stations are exempt from any entrance bay and vehicle access standards noted in 5.6. Lot Types; **the use of these standards is encouraged to support this use blending within the neighborhood location.**

(8) School. A public or private education facility, including elementary, middle, and high schools. Schools may include space for classrooms, laboratories, gymnasium, pools, theaters, dining services, and outdoor athletic or recreational facilities.

C. Commercial

(1) Agriculture. Growing of food crops indoor or **outdoors** for personal use, donation, or sale (on or off site); this excludes the growth of marihuana plants for medicinal or recreational purposes. In the districts where Agriculture is Permitted with Development Standards ("PD"), the following standards apply.

(a) Size. Maximum lot size is 10,000 square feet.

(b) Lot Type. No Lot Type is required unless a hoop house, green house, or farm stand are constructed, then 5.6.G Outdoor Market Lot Type apply.

(c) Other Secondary Buildings. Sheds, garages, and other Secondary Buildings not noted in 50.4-4.C(1)(b) shall follow the standards for Accessory Structures, refer to 50-4.5.B

(d) Intensity. Use of outdoor farm machinery is not permitted.

(2) Day Care. A use providing care, protection, and supervision for children or adults on a regular basis away from their primary residence for periods of less than twenty-four (24) hours. In the districts where a day care is Permitted

with Development Standards ("PD"), the following is required.

(a) Outdoor Play Area. At least one (1) outdoor play area will be provided as follows.

[1] Size. The size of this play area will be measured at a rate of 100 square feet for each child the facility is permitted to have at maximum attendance.

[2] Enclosure Requirement. The play area must be enclosed on all sides by building or fencing.

(b) In-Home Day Care Facilities. Day care facilities located in a residence, also referred to as a in-home day care facility, containing seven or more participants require a special use permit.

(3) Entertainment and Sports. An establishment that provides sports and recreation activities for participants. These may occur indoor, including such indoor facilities as bowling alleys, escape rooms, pool, billiards, arcade, and outdoors, such as mini golf, ropes courses, swimming pools, and driving ranges. In the districts where Entertainment and Sports is Permitted with a Special Use Permit ("S"), outdoor facilities using an Outdoor Market Lot Type require a special use permit.

(4) General Retail. A category of uses involving the sale of goods and merchandise. General Retail includes such uses as those listed in table 4.4-1.

(5) General Services. A category of uses that provides patrons services and often retail products related to those services. General Services includes such uses as those listed in table 4.4-1.

(6) Kennels. Care of domestic and small animals, such as dogs and cats, that can include day or overnight care. Kennels can be located inside a building or outside and may also provide grooming and training services. In the districts where a kennel is Permitted with Development Standards ("PD"), outdoor kennels are not permitted.

(7) Office. A category of uses that involve the transactional affairs of a profession service, industry, or government. Patrons of these uses typically have set appointment or meeting times; these businesses do not typically rely on walk-in customers.

(8) Outdoor Sales and Storage. A use that involves the sale, rental, and minor repair of items where the majority of the goods are stored or displayed outdoors. This includes such uses as sale and rental of vehicles with less than 10,000 pounds gross cargo weight, motor homes, and boats and the sale of building or landscape materials such as plants, gravel, or rocks. In the districts where outdoor sales and storage is Permitted with Special Use Permit ("S"), the following standard applies.

(a) Screening. Storage of all outdoor items must be screened from view from side and rear property lines; storage of loose materials such as rock, gravel, or soil must be additionally screened from the front and corner side property lines.

(b) Structure. A building is required to house the office, sales management, on-site security, or other similar functions.

(c) Structure Location. When the Outdoor Market Lot Type is utilized, the front facade of the building shall be located within ten (10) feet of the front property line. Refer to 5.6.G Outdoor Market Lot Type.

Table 4.4-1. Examples of General Retail & Service Uses.

General Retail Uses
Apparel & Accessories
Art, Craft, Hobby Store
Automotive Supply (no service)
Bakery
Bicycle, Scooter, Moped Sales
Book Magazine, Newspaper
Convenience Store
Drug Store/Pharmacy
Florist
Home Furnishing & Accessories
Grocery Store, Specialty Foods
Hardware Store
Office Supplies
Paper, Stationary Store
Pet & Pet Supply Shop
Sporting Goods Sales & Rental
Toy Shop
Video Games & Electronic Sales

General Service Uses
Animal Board, Day Care (no outdoor kennels)
Bank, Financial Services
Catering
Dance or Music Studio
Dry Cleaning, Laundry-mat
Eating & Drinking Establishment, Cafe, Coffee Shop, Brewpub, Tavern, Lounge
Fitness (ex: Gym, Yoga, Pilates, Dance Studio)
Framing
Funeral Home
Locksmith
Mail system, copying, printing
Medical Services, Optical, Urgent Care
Pet Grooming
Personal Services (salon, spa, barber shop)
Repair of Small Goods, household goods, electronics
Tailor & Seamstress
Tattoo, Piercing
Training Center
Travel Agency

Table 4.4-2. Examples of Craftsman Industrial

Craftsman Industrial
Apparel, Accessories, & Finished Fabrics
Art, Glass, Textiles, Ceramics, Pottery, Woodworking
Brewing, Distilling, & Roasting
Commercial Copying & Printing
Construction, Special Trades
Electronic Assembly
Food Preparation & Production- Bakery, Beverages, Desserts, Canning, Preserving, Pasta, Dairy, etc
Furniture & Fixtures, Household Textiles, Home Furnishing & Accessories
Metal Products - Engraving, welding
Music Instruments, Recording Studio
Small Good Manufacturing & Repair

(g) **Packaged Liquor.** A retail establishment licensed by the Michigan Liquor Control Commission selling packaged alcoholic liquors, including beer, wine, and spirituous liquors, for consumption off-site. This use does not include establishments meeting the definition of an eating and drinking establishment or grocery stores. In the districts where packaged liquor is Permitted with Development Standards ("PD"), the following is required.

- (a) A minimum distance of 2,460 feet is required between locations of packaged liquor uses.
- (b) A minimum distance of 500' is required from parcels containing a religious assembly and school use.
- (c) Calculations to determine the required distance are made along the adjacent street center lines by measuring between two (2) fixed points located on the center line(s) that are determined by drawing perpendicular lines from the closest edge of the building containing the use in question to the center line of the adjacent street.

(10) **Parking Lot (Stand Alone).** A lot in which the primary use is parking of vehicles for public use or private use of adjacent businesses and residences. In the districts where parking lot is Permitted with Development Standards ("PD"), the following is required.

- (a) Parking lots may not be used as towing service storage and storage for inoperable vehicles.
- (b) **Corner Lot.** A parking lot is not permitted on a corner lot.
- (c) **Required Treatment When Fronting on a Street.**
 - [1] **Primary Street.** A parking lot is not permitted on a lot that fronts a primary street without a special use permit unless it is directly adjacent to the building that it serves.
 - [2] **Fence.** Fencing up to forty-two (42) inches in height is permitted in the landscape buffer along a street. Refer to Appendix A 6.3 Screens & Fencing for more information on fences.

(11) **Vehicle Services.** A category of uses that involve the servicing of vehicles and/or the sale of fuel. General retail is often associated with vehicle service uses. This category includes, vehicle service shops, car wash, and gas stations. In the districts where Vehicle Service is Permitted with Development Standards ("PD"), the following standards apply.

- (a) **Use Limitations.**
 - [1] **Gas Stations.**
 - [a] Gas stations require a special use permit.
 - [b] Sale of packaged liquor at gas stations is permitted, but must adhere to the development standards required for the packaged liquor use. *Refer to 50.4-4.C(9).*
 - [c] *Gas stations not permitted in Live Work 2.*
 - [2] **Car Wash.** *A car wash requires a special use permit.*
 - [a] *Outdoor vacuuming is not permitted on lots adjacent to an open space, park, or preserve. Outdoor vacuuming is not permitted on lots adjacent to a residential zoning district.*
 - [b] *Car washes are not permitted in Live Work 2.*
- (b) **Vehicle Bays.** Bays may not face a primary street.

(c) Outdoor Activities.

[1] Outdoor vacuuming areas are permitted in the side and rear yards.

[2] Washing areas are not permitted outside.

[3] Repair or service activities or equipment are not permitted outside.

[4] **Outdoor storage of vehicles awaiting service is not permitted.** Vehicles awaiting pick up are permitted on site for up to three (3) days and shall be located in the rear or side yard.

(d) Screening. Perimeter landscaping or fencing is required along side and rear yards.

(e) Over-sized Vehicles. Services for semi trucks and other oversized vehicles is not permitted.

(f) Lot Types. Gas Stations shall follow the Outdoor Market Lot Type and have the front facade of the building located within the Build-to Zone. Refer to 5.6.G Outdoor Market Lot Type.

D. Industrial.

(1) Craftsman Industrial. A use involving small scale manufacturing, production, assembly, and/or repair that includes a showroom or retail space open to the public with no environmental or nuisance impact; may also be referred to as maker spaces. Refer to table 4.4-2 for examples of uses permitted in Craftsman Industrial. In the districts where Craftsman Industrial is Permitted with Development Standards ("PD"), the following standards apply.

(a) Retail Component.

[1] At least ten (10) percent of the floor area must be public showroom or retail space.

[2] Retail **and/or showroom component** shall be located along the front facade of the building and utilize a storefront or stoop entrance treatment. Refer to 5.5 Street Facing Facades.

(b) Size Requirements. Maximum facility size of 10,000 square feet is permitted in Live-Work 1, Node, **Downtown 1, and Downtown 2** districts.

(c) Outdoor Storage. Outdoor storage of goods is permitted in Live-Work 2 **with Craftsman Industrial uses** provided the area used for storage is less than or equal to five (5) percent of the site's lot area. **Refer to 4.5.C(7) for additional requirements.**

(1) Industrial. A category of uses that allow for the production, processing, assembling, and packaging of goods. This category of uses does not have environmental or nuisance conditions that are detectable at the property lines of the site. Associated with the category are uses such as offices, warehousing, and loading or service bays. In the districts where Industrial is Permitted with Development Standards ("PD"), the following standards apply.

(a) Entrance Bays. Entrance bays are not permitted on facades facing primary streets unless they are located more than fifty (50) feet beyond the building's front facade.

(b) Outdoor Activities.

[1] Fuel pumps are not permitted.

[2] Outdoor Storage is permitted. **Refer to 4.5.C(7) for additional requirements..**

(c) Size. Maximum size of manufacturing facility is 20,000 square feet, this calculated area excludes office, showroom, or retail space. Larger facilities require review through a special use permit.

(3) Warehouse and Distribution. An industrial use involving significant commercial vehicle access and large-scale storage, both indoors and outside. In the districts where Warehouse and Distribution is Permitted with Special Use Permit ("S"), the following standards apply.

(a) Size Requirements. Maximum facility size is 20,000 square feet.

(b) Outdoor Activity. Fuel pumps and outdoor storage are permitted as follows.

[1] Must be located in the rear yard.

[2] Must be screened from all adjacent uses according to 6.2 Landscaping and Open Spaces in Appendix A.

[3] Outdoor Storage shall follow the standards in 4.5.C(7).

(c) **Vehicle** Entrance Bays. Entrance bays are not permitted on facades facing primary streets.

50-4.5 Accessory Uses and Structures.

A. Table. Table 4.5-1 outlines the permitted accessory uses and structures by district. Accessory Uses and Structures are permitted in the following ways.

(1) Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.

(2) Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided they are developed with the listed development standards. The development standards listed for a use are intended to manage any potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.

(3) Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

Table 4.5-1 Accessory Uses & Structures

Uses & Structures	District							Key
	Node	LV1	LV2	D1	D2	D3	All R	
Accessory Dwelling Units (ADU)	PD	PD	PD			PD	PD	P Permitted
Agriculture	PD	P	P	PD	PD	PD		S Special Use
Drive Through	PD	PD	PD		PD	PD		PD Permitted - Development Standards Required
Food Truck	PD	PD	PD		PD	PD		
Home Occupation	PD	PD	PD	PD	PD	PD	PD	
Kiosk	PD	PD	PD		PD	PD		
Outdoor Storage	PD	PD	PD			PD		
Secondary Building	PD	PD	PD	PD	PD	PD	PD	
Sidewalk Café	PD	PD	PD	PD	PD	PD		

B. Development Requirements. All accessory structures will meet the following standards, unless otherwise noted.

- (1) Front Yard. Accessory structures are not permitted in the front yard unless otherwise noted.
- (2) Corner Side Yard. Accessory structures cannot be located closer to the corner-side property line than a principal structure.
- (3) Setback. Accessory structures shall be setback five (5) feet from side and rear property lines.
- (4) Height. Accessory structures shall not exceed the height of the principal structure.
- (5) Lot Coverage. Accessory structures count toward a lot's impervious coverage. Placement of an accessory structure cannot make a lot exceed its impervious coverage requirement.

C. Use Definition and Standards. The following details the accessory uses and structures listed in Table 4.5-1 and detail any development standards necessary.

(1) Accessory Dwelling Unit. A secondary dwelling unit on a lot; it may be located in a secondary building or interior to the principal building.

(a) Units in secondary buildings.

[1] Quantity. One (1) accessory dwelling unit in a **primary structure** is permitted per lot.

[2] Maximum Unit Size. Maximum unit size is 950 square feet.

(b) Interior Units. An interior accessory dwelling unit is defined as one with a separate exterior entrance. When located interior to the principal structure the following are required.

[1] Quantity. One (1) accessory dwelling unit interior to a principal building is permitted.

[2] Maximum Unit Size. Maximum unit size is less than or equal to thirty (30) percent of the square footage of the primary residential unit or 600 square feet, whichever is larger.

(c) Parking. Space for 1 car per accessory dwelling unit is required. On-street parking, if available overnight, can meet this requirement if located within 660 feet.

(2) Agriculture. Growing of food crops indoor or outside for personal use, donation, or sale; this excludes the growth of marihuana plants for medicinal or recreational purposes as an accessory use on the lot. **In the districts where agriculture is Permitted with Development Standards ("PD"), the following standards apply,**

(a) Agriculture as an accessory use shall not prevent a lot from meeting its lot type requirements, refer to Article 5 Zoning Standards: Lot Types

(b) Agriculture as an accessory use is permitted in all yards.

(c) Agriculture as an accessory use is permitted within a building, provided that it is not in the occupied space of a building; it is permitted on a buildings roof.

(3) Drive Through. Drive throughs provide service to customers who remain in their vehicle and may be used in conjunction with variety of uses including financial institutions and restaurants. In the districts where a drive through is Permitted with Development Standards ("PD"), the following standards apply, Refer to Figure 4.5-1 Drive Throughs.

(a) Permitted Locations. A drive through is permitted as follows.

[1] Nodes, **Downtown 2**, and **Downtown 3**. A drive through is permitted only in the rear yard, fully screened from property lines by structure or landscaping.

[2] Other Districts. A drive through is permitted in the rear yard. If the lot does not front a primary street, a drive through is also permitted in the side yard.

(b) Landscape Screening. Adjacent to the drive through along the rear and/or side property lines shall be screened by a landscaping as defined by Appendix A 6.2 Landscaping and Open Spaces.

(c) Stacking Space. A minimum of three (3) stacking spaces are required, measured from the drive-through window or entrance into the stall or loading area.

(4) Food Truck. Vehicle or trailer used to prepare and/or serve food. In the districts where a food truck is Permitted with Development Standards ("PD"), an approved Site Plan is required as follows.

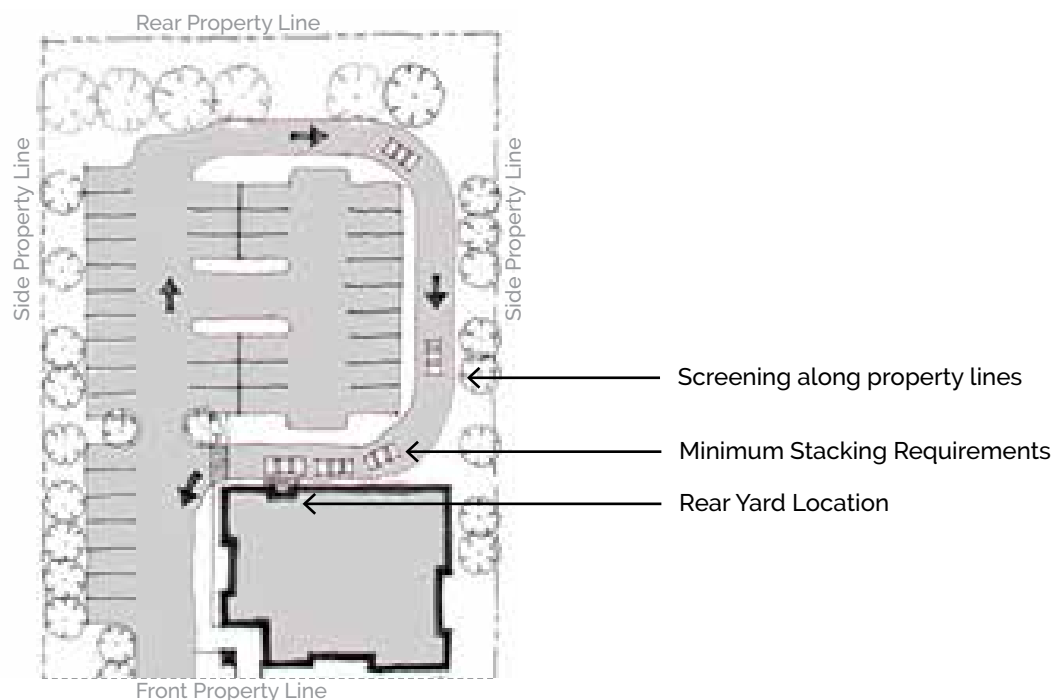


Figure 4.5-1. Drive Through Design

(a) Single Food Truck. Site Plan approval is required when one (1) food truck operates on a lot three (3) or more days a week and utilizes the lot's utilities, such as electrical or water services.

(b) Multiple Food Trucks. Site plan approval is required if multiple food trucks operate on a lot three (3) or more days a week.

(c) Permanent Food Truck Lot. The **Outdoor Market Lot Type standards shall be followed. Refer to 5.6.G Outdoor Market Lot Type.**

(5) Home Occupation. Types of work that can be conducted in a residence with little to no impact on the surrounding lots. Home occupations are secondary to the primary use of the lot, residential.

(a) Prohibited Uses. Prohibited uses include animal boarding, dispatch center, restaurants, vehicle or large equipment storage and repair.

(b). Resident-Operator. The operator of the home occupation must be a full time resident of the **lot** in which the business is associated.

(c) Employees. A maximum of two (2) nonresident employees are permitted on premises at one time.

(d) Signs. No more than one nameplate sign permitted with a maximum size of one (1) square foot. It may not be internally illuminated.

(e) Secondary Building. If located in a secondary building on the lot, the home occupation may not take more space than 500 square feet.

(f) Exterior Building Appearance. No exterior building changes are permitted; there must be no visible evidence of the existence of a home occupation beyond the permitted signage, **including outdoor storage of materials related to the use.**

(g) Operational Impacts. No home occupation or equipment used with a home occupation may cause odor, vibration, noise, electrical interference or fluctuation in voltage measured at the lot line.

(h) Customers. Customers or clients are permitted at the home occupation during the hours of 8:00 AM to 8:00 PM.

[1] No more than two (2) customers or clients are permitted at a given time, except in the case of a classes, such as art, music, cooking, or fitness classes, where up to four (4) clients are permitted at one time.

[2] A Special Use Permit is required for a home occupation providing classes with five (5) or more clients at a time.

(i). Customer Parking. Customer parking may occur off-street or on-street, where permitted.

(j) Deliveries. Deliveries are permitted during the hours of 8:00 AM to 8:00 PM and are permitted through the common residential delivery services.

(k) Medical Marihuana as a Home Occupation. Refer to 4.3.G(16) in Appendix A.

(6) Kiosk. Non-permanent structure that permits a variety of general retail and service uses, may be associated with the use of shipping containers or pop up shops and sheds. In the districts where a kiosk is Permitted with Development Standards ("PD"), the following is required.

(a) Site Plan. An approved Site Plan is required when two (2) or more kiosks are being located on a lot for a period of more than two (2) weeks **or when a kiosk is used with the Outdoor Market Lot Type, refer to 5.6.G Outdoor Market Lot Type.**

(7) Outdoor Storage. Storage of goods for sale or items related to the use(s) on the lot located outside of a structure. In the districts where a outdoor storage is Permitted with Development Standards ("PD"), the following is required.

(a) Site Plan. A site plan is required to review the size and placement on a lot.

(b) Maximum Size. Outdoor storage is permitted in an area no greater than ten (10) percent of the total lot area; **in Live Work 1 no greater than five (5) percent is permitted..**

(c) Location. Storage is permitted in the rear yard or side yard.

(d) Screening. Storage must be screened from view from view from all property lines.

(8) Secondary Building. Secondary buildings include such structures as detached garages, sheds, accessory dwellings, green houses, and hoop houses. In the districts where secondary Buildings are Permitted with Development Standards ("PD"), the following standards apply.

(a) Height. Secondary buildings can be up to two (2) stories in height. Refer to 5.3-1 Measuring Height.

(b) Agricultural Uses. A secondary building associated with an agriculture use, such as a green house, hoop house, or shed, shall set back at least ten (10) feet from the Front and Corner Property Lines.

(9) Sidewalk Cafe. Outdoor eating areas permitted within the right-of-way and on the property in question. In the districts where a sidewalk cafe is Permitted with Development Standards ("PD"), the following standards apply,

(a) Clear Pedestrian Pathway. A minimum pedestrian pathway of five (5) feet must be maintained free of all obstacles.

(b) Permit. If located in the right-of-way, a Right-of-Way Permit is required from the City of Kalamazoo.

Article 5. Zoning Standards: Lot Types.

50-5.1 Lot Type General Requirements.

A. Applicability. The following Lot Types shall apply to all new construction and exterior renovation of existing structures with the parameters noted in 1. General Requirements.

- (1) Zoning District. Lot Types are permitted by zoning district. Refer to Table 5.6-1 Lot Types by Zoning District.
- (2) Uses. Lot Types may each house a variety of uses based upon the zoning district in which it is located. Refer to 4.1-1 Use Table.

B. Lot Type Requirements. A Lot Type is comprised of standards for the following development components.

- (1) Building Siting. The location of the building(s) on a lot, including the following. [Refer to 50-5.2 Building Siting.](#)
 - (a) Street Frontage. Refers to locating the building(s) on a lot.
 - (b) Lot Area and Coverage. Refers to the maximum coverage of a lot with buildings or pavement.
 - (c) Parking, Loading, and Access. Refers to the location of parking areas and access on a lot.
- (2) Height. The minimum and maximum height permitted. [Refer to 50-5.3 Height.](#)
- (3) Uses. The uses permitted on a Lot Type. [Refer to 50-5.4 Use.](#)
- (4) Street Facing Facades. Refers to the entrance location and minimum transparency of windows. [Refer to 50-5.5 Street Facing Facades.](#)
 - (a) Transparency. The percentage of a façade that has clear, non-reflective windows that allow visibility into a building of at least four (4) feet.
 - [1] Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted.
 - [2] Upper Floor. Transparency is determined by Lot Type.
 - (b) Entrance. Refers to permitted ground floor entrance treatments and quantity and location of entrances.
 - (c) Roof Types. The allowance of special roof elements, tower and spire.

50-5.2 Building Siting.

A. Street Frontage. Refer to Figure 5.2-1 Building Siting.

- (1) Multiple Principal Buildings. The allowance for more than one (1) principal structure on a lot.
- (2) Front Lot Line Coverage. The minimum percentage of building façade required along the front property line.
 - (a) Measurement. The standard is calculated by taking the width of the principal structure, measured in the build-to zone, divided by the total width of the lot's build-to zone.
 - (b) Multiple Buildings. Multiple principal buildings [can be](#) located on the lot. [The](#) minimum front lot line coverage [must be](#) met.

- (3) Occupation of the Corner. Occupying the corner, the area where the front and corner build-to zones meet, with a principal structure.
- (4) Front Build-to Zone. The build-to zone located parallel to the front property line.
- (a) If not occupied by a structure, this area will contain landscaping, public or private outdoor space, or sidewalk.
- (b) Vehicular parking is not permitted in the front build-to zone unless otherwise noted.
- (5) Corner Build-to Zone. The build-to zone located parallel to the corner side property line.
- (a) If not occupied by a structure, this area will contain landscaping, public or private outdoor space, or sidewalk.
- (b) Vehicular parking is not permitted unless otherwise noted.
- (6) Encroachment. Certain building elements, such as balconies, awnings, or signage may be permitted to

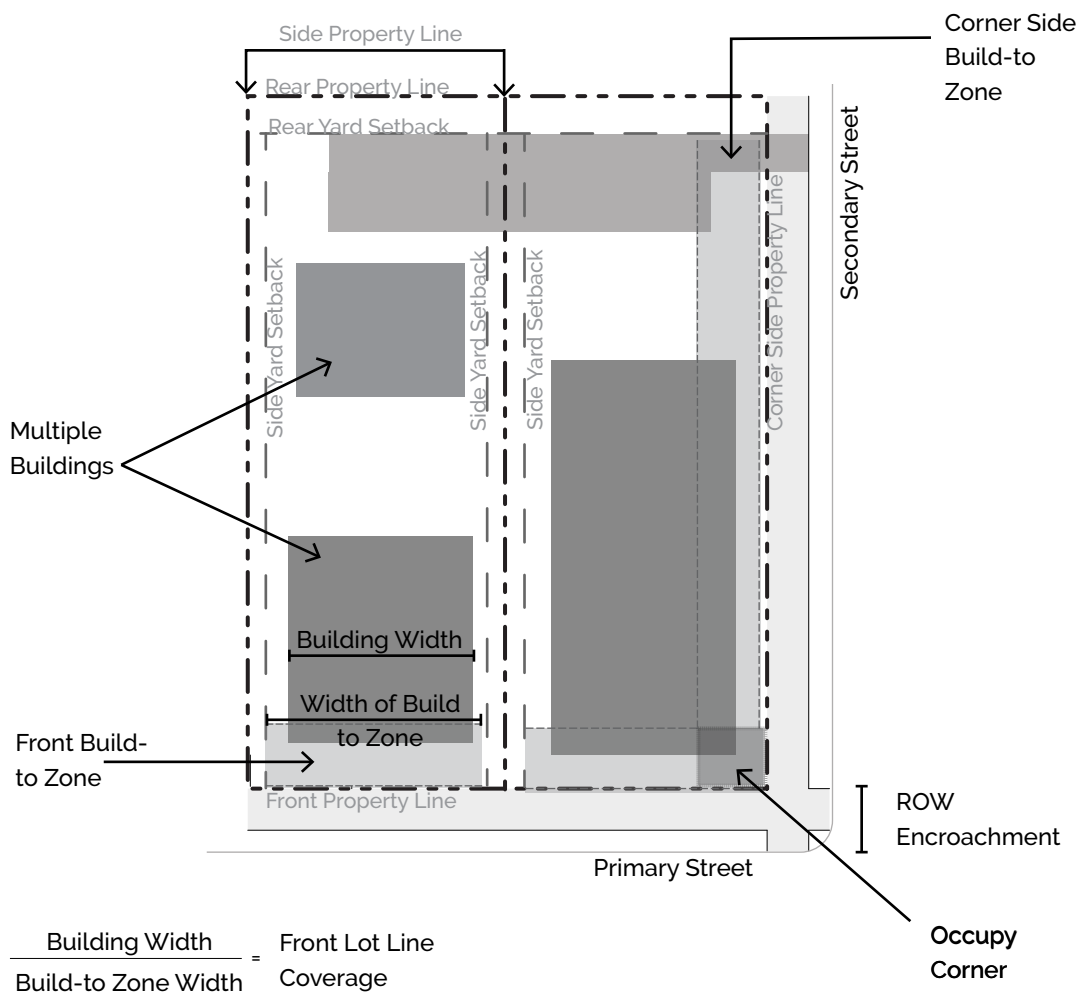


Figure 5.2-1. Building Siting: Street Frontage, Lot Area & Front Lot Line Coverage.

encroach into the right-of-way.

- (a) Where permitted, an encroachment agreement with the City is required.
- (b) Encroachments shall not extend closer than two (2) feet from the back of the curb line.
- (c) A minimum height clearance of eight (8) feet must be maintained.

B. Lot Area.

- (1) Side Yard Setback. The minimum required setback along a side property line.
 - (a) Driveways are permitted in the side yard setback.
- (2) Rear Yard Setback. The minimum required setback along a rear property line

C. Lot Coverage. The maximum percentage of a lot permitted to be covered with not pervious surfaces and the additional amount of semi-pervious surface permitted. Refer to Figure 5.2-2 Lot Coverage.

D. Parking, Loading, and Site Access. .

- (1) Parking Location. The yard in which a parking area and associated drive are permitted.
- (2) Service and Loading Locations. The façade on which access is permitted for servicing, loading, and unloading activities related to that building's use.
- (3) **Vehicle Entrance Bay**. The façade of the building on which an entrance bay to interior parking is permitted.
- (4) Driveway Location. The permitted locations for vehicular access.
 - (a) If an alley is available, driveway access shall be located from the alley.
 - (b) If an alley is not available, driveway location is noted by Lot Type (refer to 5.6 Lot Types).
 - (c) Driveways on corner **lots** must be at least fifty (50) feet from the corner of the Lot.

50-5.3 Height.

A. Height. Overall height for all Lot Types is measured as follows. Refer to Figure 5.3-1 Measuring Height

- (1) Minimum and Maximum Height. The minimum and maximum overall height of a structure.
 - (a) Measurement. Building height is measured in stories.
 - (b) Half stories. Half stories can be found either completely within the roof structure with street-facing windows or in a visible basement exposed up to ½ story above grade.
- (2) Floor Height. Each Lot Type permits a range of height expressed in feet for each story.
 - (a) Floor to Floor. The height of a story is measured between **floors; top of floor to top of floor**.. If the building is one (1) story, use the floor of the story to the tallest point of the ceiling.

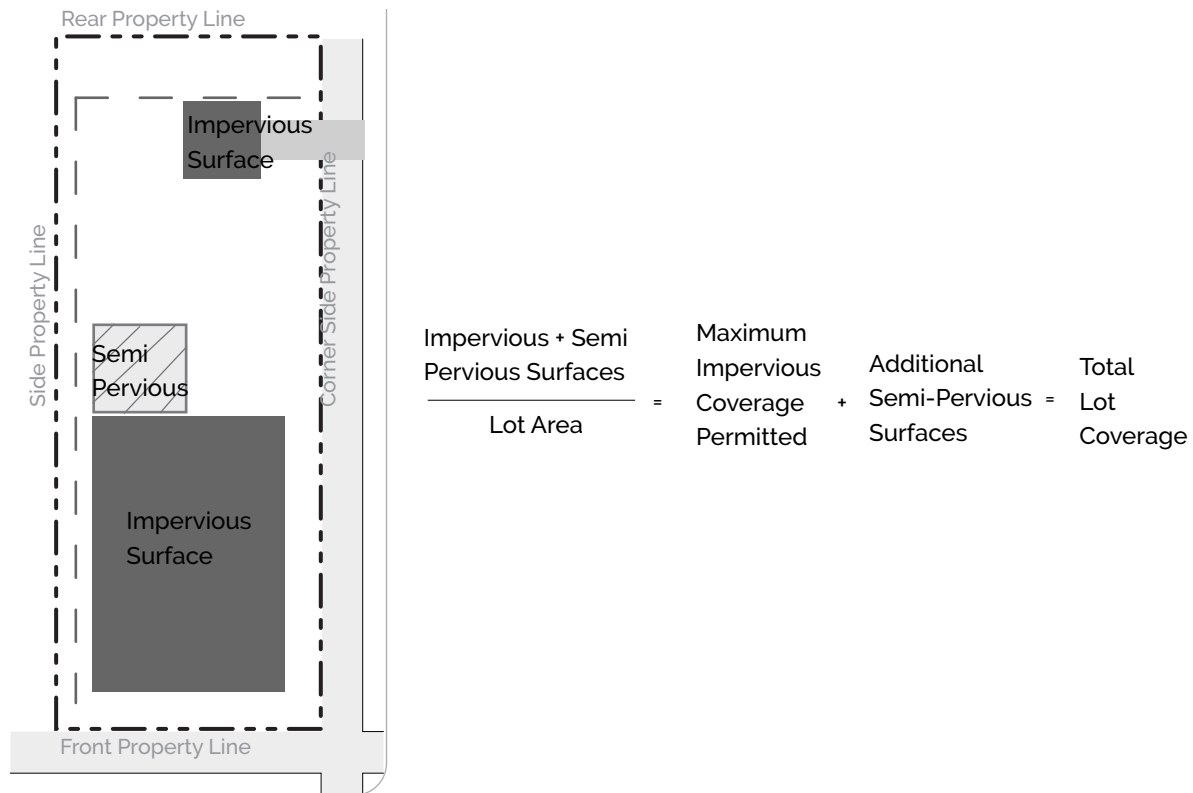


Figure 5.2-2 Lot Coverage

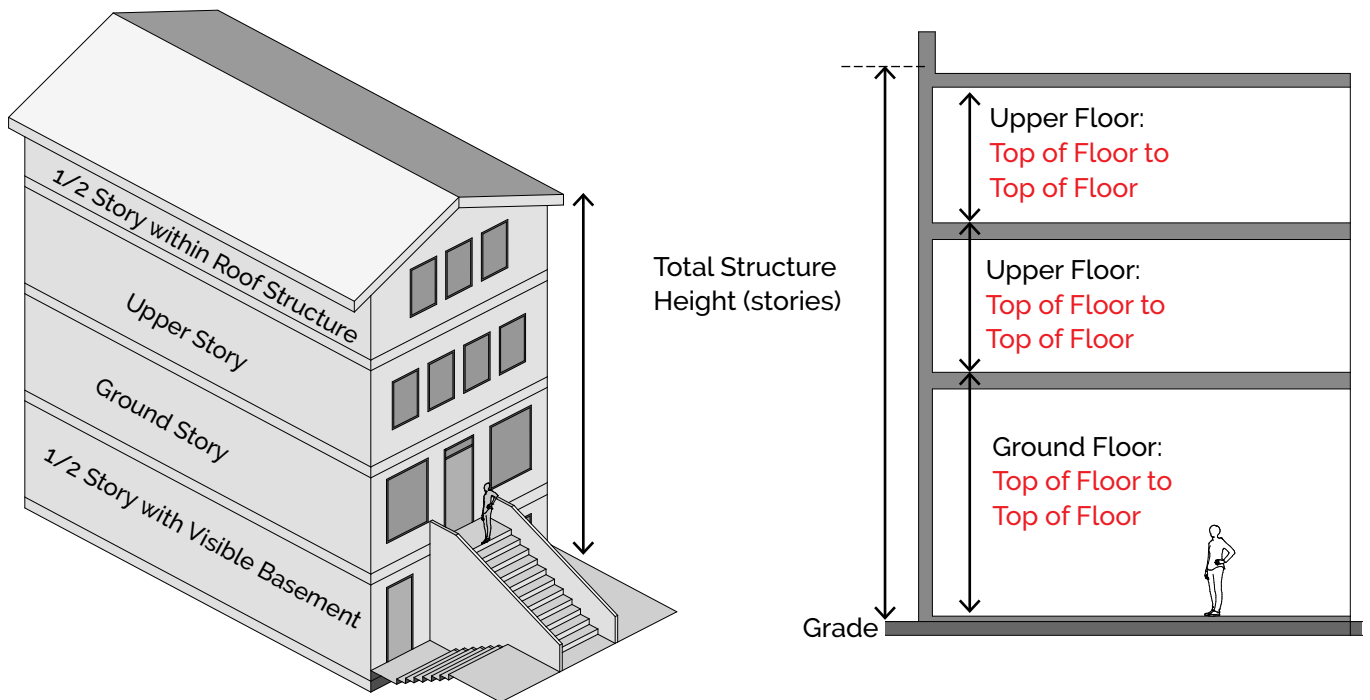


Figure 5.3-1. Measuring Height

(b) Application. Floor height requirements apply only to principal buildings on street facing facades.

50-5.4 Use.

A. Uses. Each Lot Type includes a list of permitted uses outline in Figure 4.1-1 Use Table. Also refer to Figure 5.4-1 Permitted Uses per Floor

- (1) Ground and Upper Floor. The permitted uses may vary between ground and upper floors.
- (2) Occupied Space. The restriction of internal parking, residential units, storage areas, and utility areas in the occupied space of a building's ground floor, unless otherwise stated in the Lot Types. Refer to 50.1-3.DD Occupied Space for additional information on occupied space.

50-5.5 Street Facing Facades.

A. Street Facing Façade. The following are requirements on street facing building facades.

- (1) Transparency. Measurement of the percentage of a façade that has clear, non-reflective windows that allow clear vision into a building's occupied space. Refer to Figure 5.5-1. Measuring Transparency.
 - (a) Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted in the Lot Type.
 - (b) Upper Floor. Transparency is noted by Lot Type.
 - (c) Full Façade. Transparency measured using the entire front façade rather than only one (1) story of the building.
- (2) Blank Wall Limitations. The maximum area on a façade permitted to be windowless.

B. Entrance. Required entrance locations and treatments.

- (1) Location. Location of the primary, functioning, public entrance of the principal building, noted by façade.
- (2) Entrance Treatment. The entrance treatments required on street facing facades. Entrance treatment standards apply to the entire ground story of all front facades, and corner side facades when facing a primary street.
 - (a) Storefront. Storefronts are a highly transparent ground story treatments typically used as display areas for retail and other commercial uses. Refer to Figure 5.5-2 Storefront Entrance Type.
 - [1] Transparency. Minimum transparency is seventy (70) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.
 - [2] Elevation. Storefronts shall be located no more than one (1) foot above the sidewalk.
 - [3] Recess. Entrances may be recessed up to eight (8) feet.
 - [4] Building Entrance. Primary building entrance shall be located off the storefront.
 - [5] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

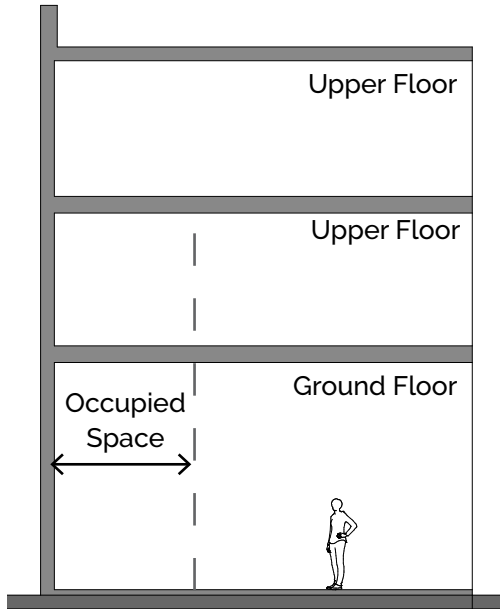


Figure 5.4-1 Permitted Uses Per Floor

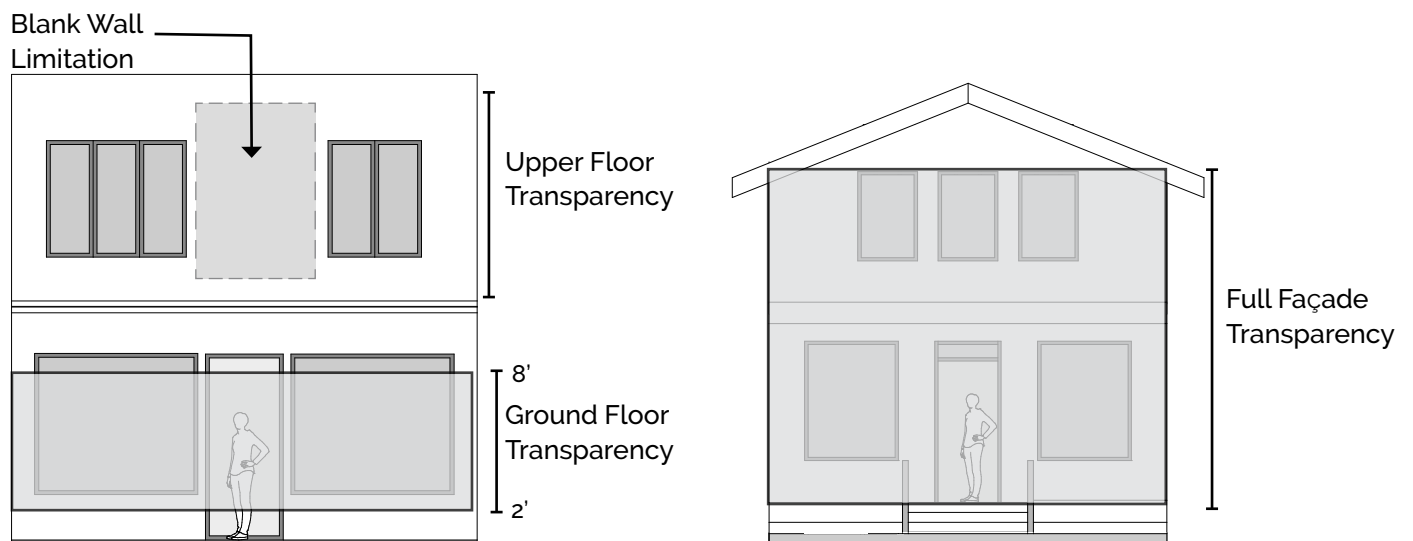


Figure 5.5-1. Measuring Transparency: Ground Floor, Upper Floor, & Full Façade

(b) Stoop. Refer to Figure 5.5-3 Stoop.

[1] Transparency. Minimum transparency is fifty (50) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Stoops shall be not be elevated more than 3' 6" above the sidewalk, except with a visible basement.

[3] Stoop Size. Stoops shall be a minimum of three (3) feet deep and six (6) feet wide.

[4] Recess. Entrances may be recessed up to five (5) feet

[5] Building Entrance. Entrances shall be located off the stoop.

[6] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

(c) Arcade. An arcade is a covered pedestrian walkway within the recess of a ground story. Refer to Figure 5.5-4 Arcade.

[1] Interior Treatment. Arcades must be used in conjunction with storefront or stoop treatment.

[2] Arcade Width. Open air public walkway must be a minimum of six (6) feet.

[3] Columns Spacing. Columns shall be spaced between ten (10) and twelve (12) feet on center.

[4] Arcade Opening. Opening shall not be flush with interior arcade ceiling and may be arched or straight.

(d) Porch Entrance Type. A porch is a raised, roofed platform. Porches can be fully enclosed. Refer to Figure 5.5-5 Porch Entrance Type.

[1] Transparency. Per Lot Type; unless the porch is fully enclosed in which case a minimum of forty (40) percent is applied. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Porches shall be located a maximum of 4'6" above the sidewalk or average grade measured at the front facade.

[3] Height. A porch may be up to two (2) stories in height to provide a balcony for the second story.

[4] Building Entrance. Primary building entrance shall be located off the porch.

(3) Entrances on Street Facing Facades. The maximum spacing between entrances on a street facing building façade.

(4) Entrances on Other Facades. An entrance is required on side and rear facades when fronting parking areas

C. Roof Type. All roof styles are permitted in the Lot Types, provided that a defined roof style is utilized; special roof types, tower and spire, are permitted per Lot Type.

(1) Tower. A tower is a rectilinear or cylindrical, vertical building element. Refer to Figure 5.5-6 Tower.



Figure 5.5-2. Storefront.

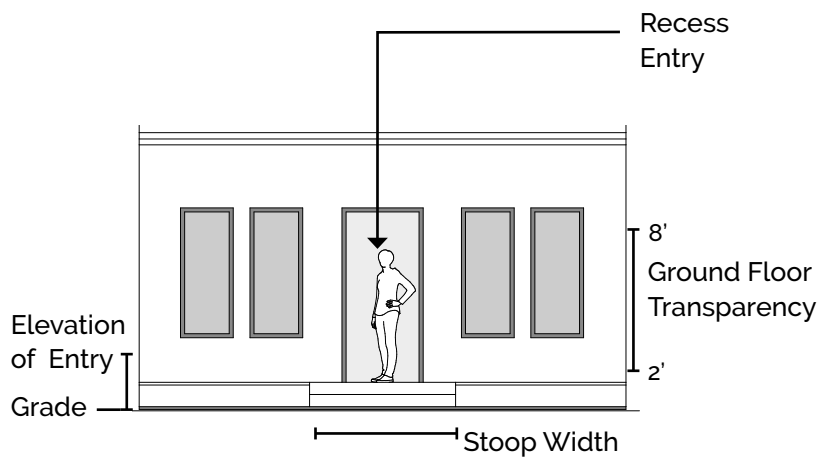


Figure 5.5-3. Stoop.

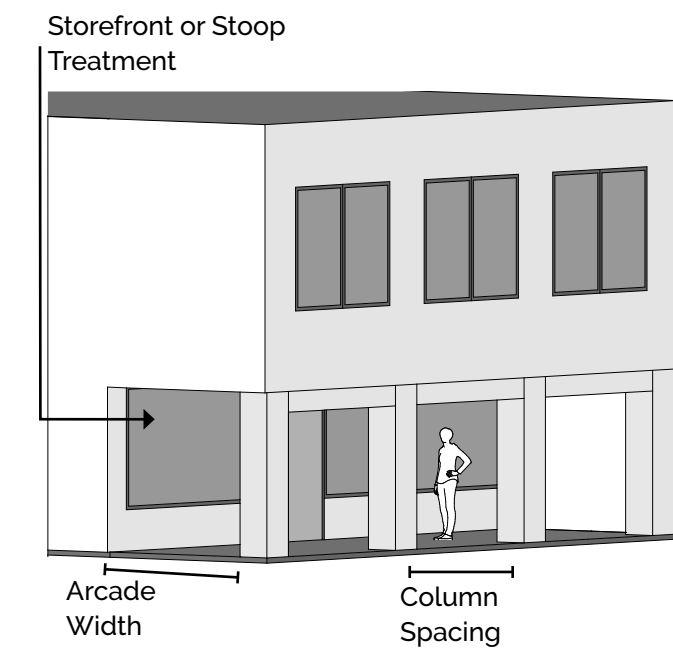


Figure 5.5-4. Arcade

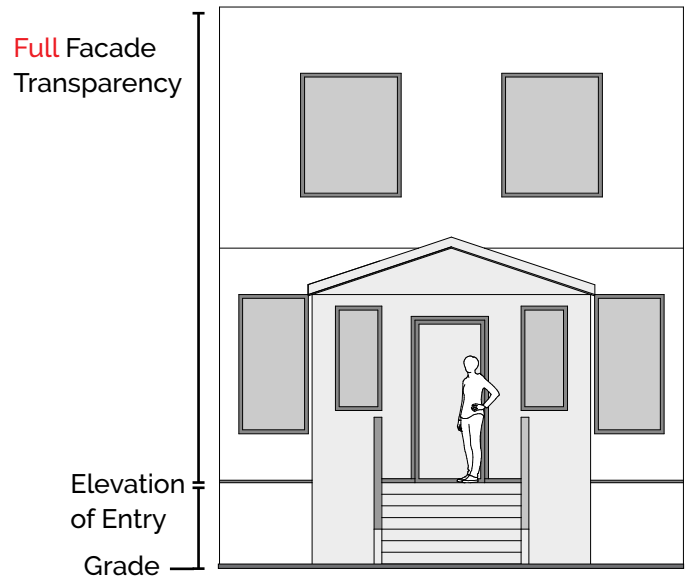


Figure 5.5-5. Porch.

(a) Height. Maximum tower height is equal to the height of one (1) upper story floor of the building onto which the tower is applied.

(b) Width. Maximum tower width along all facades is one-third ($1/3$) the width of the building or thirty (30) feet, whichever is less.

(c) **Use.** Towers may be utilized by the same uses allowed in the upper stories of the front type in which it is located.

(2) Spire. A spire is a long, tapering design element attached to a tower or the roof of a building. Refer to Figure 5.5-7 Spire.

(a) **Use.** Spire may not contain an occupied space.

50-5.6 Lot Type Standards.

A. Lot Type Descriptions. The following Lot Types are defined and detailed for use in development and redevelopment in the Node, Live-Work 1, and Live-Work 2 Districts. Refer to Table 5.6-1 Lot Types by Zoning District.

(1) Commercial Lot Type. A Lot Type with a high level of transparency on the ground floor that is located at or near the front property line of a lot. This type is ideal for active ground floor uses such as retail or a community center and a mix of uses including residential and commercial on upper stories.

(2) Flex Lot Type. A Lot Type that promotes buildings constructed in a narrow front build-to zone with a range of entrance treatments that can support a wide variety of uses including commercial, industrial, and residential.

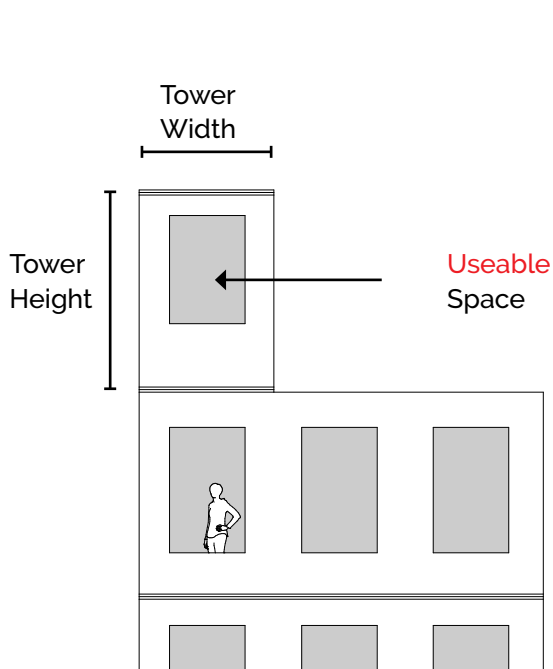


Figure 5.5-6. Tower.

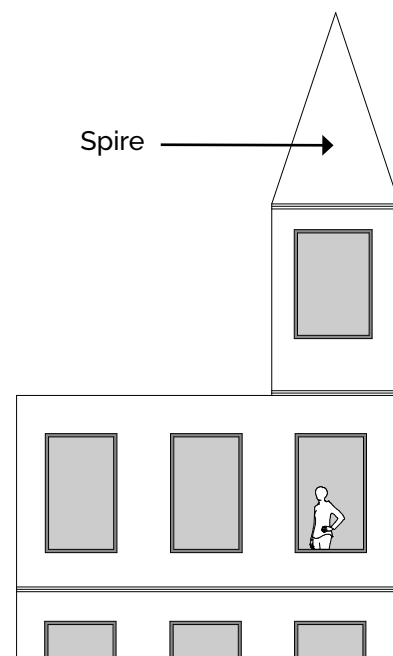


Figure 5.5-7. Spire

(3) **Cottage Commercial Lot Type.** A Lot Type that recognizes that many structures residential in character can be used for commercial purposes, at least on the ground floor. These typically have a higher transparency and impervious coverage than the Yard - Detached Lot Type. In the Districts where the Cottage Commercial Building is Permitted with Development Standards ("PD"), the lot type is only permitted in Neighborhood Nodes, as designated in the 2025 Master Plan, Future Land Development Map.

(4) **Civic Lot Type.** A Lot Type that allows for the development of unique buildings for civic and institutional uses through flexible building siting and facade treatment standards.

(5) **Warehouse Lot Type.** A Lot Type that maintains the urban character of an area while considering the needs of commercial and industrial uses. This types standards include limited entrance treatments requirements.

(5) **Yard - Attached Lot Type.** A Lot Type that **supports** the development of buildings that are slightly set back from the front property line and typically contains residential uses.

(6) **Yard - Detached Lot Type.** A residential Lot Type that allows for detached buildings that are set back from the street. Typically they support residential uses.

(7) **Outdoor Market Type.** A Lot Type that focuses on the use of outdoor spaces on a lot for such uses as gardening, seating, dining, gathering, and retail. May include limited indoor areas in non-permanent or open air structures, such as shipping containers, kiosks, or pergolas, for the sale of items or preparation of food items for sale, but with limited or no indoor seating. Permanent buildings are also permitted with this Lot Type, provided they account for a small percent of the total lot area.

Table 5.6-1 Lot Types by Zoning District

Lot Type	Zoning District					
	Node	LW1	LW2	D1	D2	D3
Commerce	P			P	P	
Flex		P	P		P	P
Cottage Commercial	PD	P	P			P
Civic		P	P		P	P
Warehouse			P			
Yard - Attached		P	P			P
Yard - Detached		P	P			P
Outdoor Market		P	P			P

B. Lot Type: Commerce

(1) Building Siting (Figure 5.6-1)

(a) Street Frontage		
Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	80% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-5'; 0-10' if for public space, such as wider sidewalks, on-street parking, or cafes ²	4
Corner Build-to Zone		
ROW Encroachment	Yes	5
(b) Lot Area		
Side Yard Setback	0'	6
Rear Yard Setback	0', 0' off alley 10' next to R district	7
(c) Lot Coverage		
Impervious Surface (max)	100%	8
Semi-Impervious Surface	n/a	9

(d) Parking, Loading, & Access

Parking Location	Rear Yard	10
Loading & Service Location	Rear, Side, Corner Side Facades ³	11
Vehicle Entrance Bay		
Driveway Location	Alley; 1 on Corner Side ⁴ , 1 on Front if on an interior lot not located in D1 or D2 ⁴	12

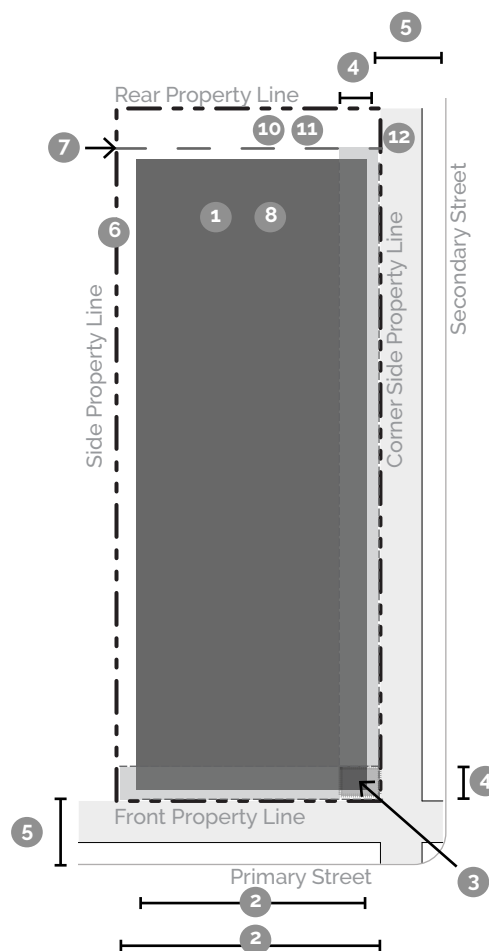


Figure 5.6-1 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%.

² Larger BTZ requires review and approval through the site plan review process. Larger BTZ is not permitted in D1.

³ Entrance bays for parking and loading not permitted on primary streets, and never on a Priority Street.

⁴ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-2)

Minimum Height	2 stories	14
Maximum Height	NODE: 3 stories' or up to height of tallest building within 330'; D1 & D2: no max, height on Priority Streets; 9 stories on Main Streets 4.5	15
Ground Floor	14'-24' ⁶	16
Upper Floor(s)	9'-14'	17
(3) Uses (Table 4.1-1)		
Ground Floor	All permitted uses per district	18
Upper Floor	All permitted uses per district	19
Occupied Space	Yes on first two floors, except Residential/Lodging is permitted per Table 4.1-1	20
Accessory Uses & Structures	See Table 4.5-1	

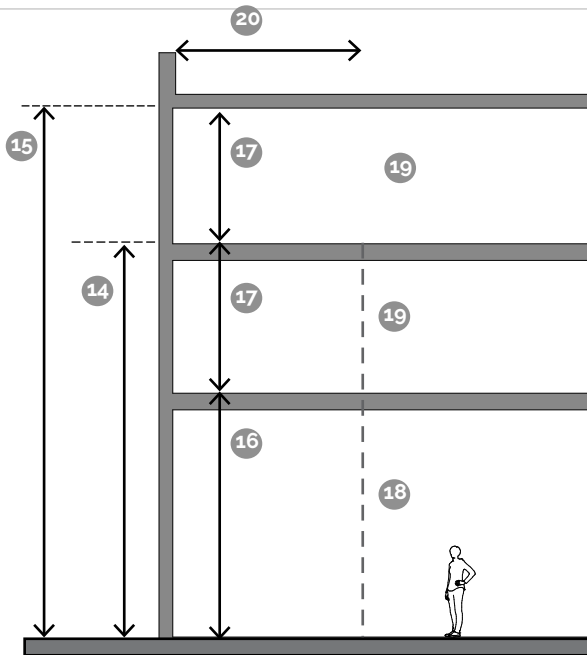


Figure 5.6-2 Height & Use

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.⁵ 330' is measured from outer lot line of the Node District. The height increase is capped at no more than two (2) stories taller than the tallest building in the Node.⁶ A Ground Floor height of 20' or greater will be counted as two (2) stories for overall building height.**(4) Street Facing Facades (Figure 5.6-3)****(a) Transparency (minimum)**

Ground Floor	Per entrance type, see 5.5.B	21
Upper Floor(s)	20% per floor	22
Blank Wall Limitations	Yes	23

(b) Entrance

Location	Front Facade, Building Corner	24
Entrance Treatment (see 5.5.B)	Storefront	25
Entrances on Street Facing Facades	1 per 60' of building length	26

Entrances on Other Facades	Yes
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(c) Roof Type

Tower	Permitted	27
Spire	Not Permitted	

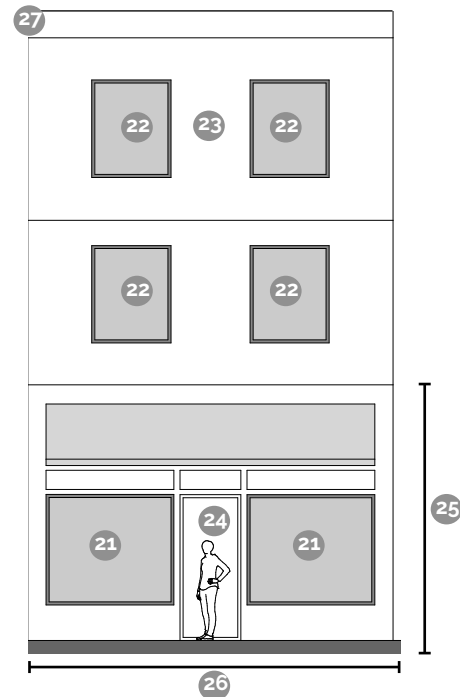


Figure 5.6-3 Street Facing Facades.

C. Lot Type: Flex

(1) Building Siting (Figure 5.6-4)

(a) Street Frontage		
Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	70% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-10'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6
(b) Lot Area		
Side Yard Setback	0'	7
Rear Yard Setback	0', 0' off alley 10' next to R district	8
(c) Lot Coverage		
	75%; 85% in Live	
Impervious Surface (max)	Work 2: 100% in D2	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear Yard	11
Loading & Service Location	Rear, Side, Corner Side Facades ²	12
Vehicle Entrance Bay	Alley; 1 on Corner Side ³ , 1 on Front if an interior lot not located in D1 or D2 ³	13
Driveway Location		

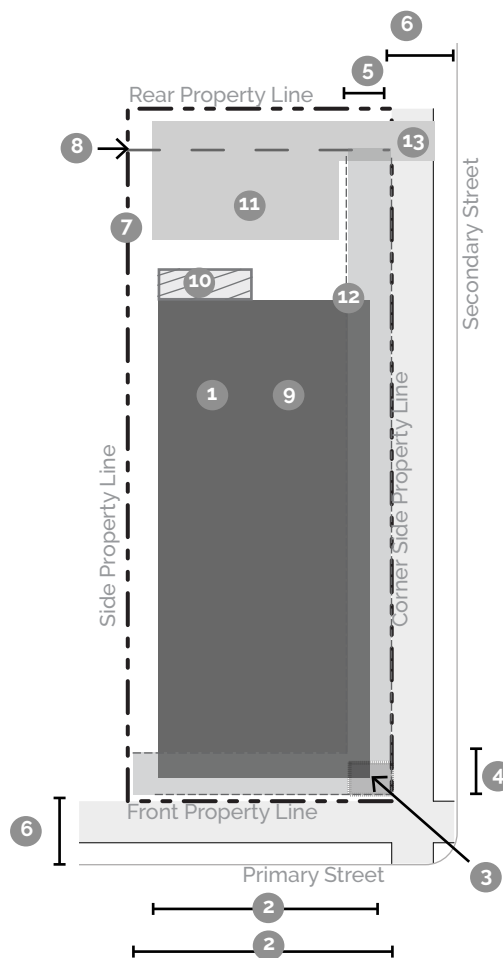


Figure 5.6-4 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage. Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%

² Entrance bays for parking and loading purposes not permitted on primary streets.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-5)

Minimum Height	1 story	14
Maximum Height	3 stories; in Live Work 2 & on a Connector Street & in D3 up to 5 stories permitted; D2: no max. height on Priority Streets; and 9 stories on Main Streets; ⁴	15 16
Ground Floor	14'-24' ⁵	17
Upper Floor(s)	9'-14'	

(3) Uses (Table 4.1-1)		
Ground Floor	All permitted uses per district	18
Upper Floor		
Occupied Space	Yes; except Residential/Lodging permitted per Table 4.1-1	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-6)**(a) Transparency (minimum)**

Ground Floor	Per entrance type, see 5.5.B	20
Upper Floor(s)	20% per floor	21
Blank Wall Limitations	Yes	22

(b) Entrance

Location	Front Facade, Building Corner	23
Entrance Treatment (see 5.5.B)	Storefront, Stoop	24
Entrances on Street Facing Facades	1 per 60' of building length	25
Other Facade Entrances	Yes	

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

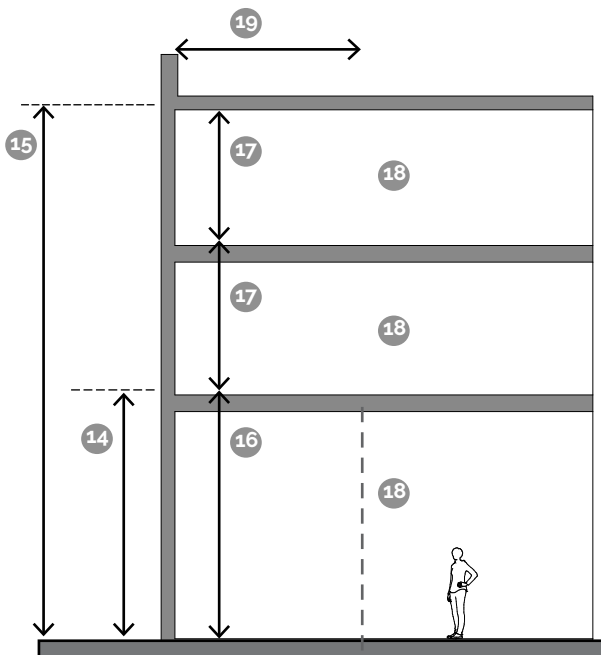


Figure 5.6-5 Height & Use

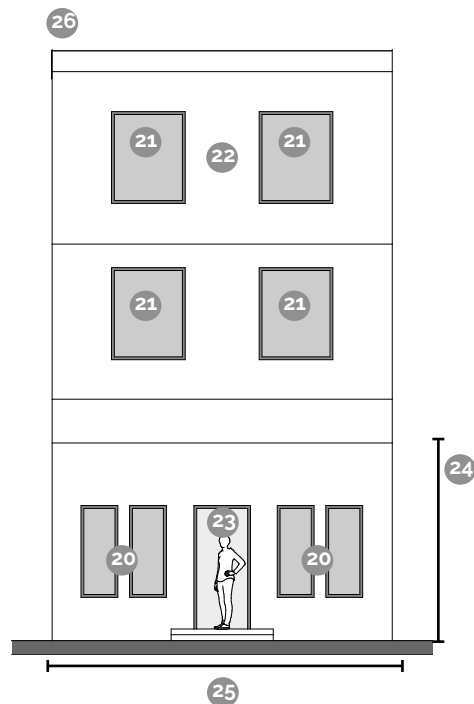


Figure 5.6-6 Street Facing Facades.

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

⁵ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

D. Lot Type: Cottage Commercial

(1) Building Siting (Figure 5.6-7)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	40%	
Occupation of Corner	Not required	2
Front Build-to Zone	5'-20'; 0-10' in Nodes ¹	3
Corner Build-to Zone	5'-20' 5-15' in Nodes ¹	4
ROW Encroachment	Yes	5
		6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	15'	8

(c) Lot Coverage

Impervious Surface (max)	65%	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ²	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

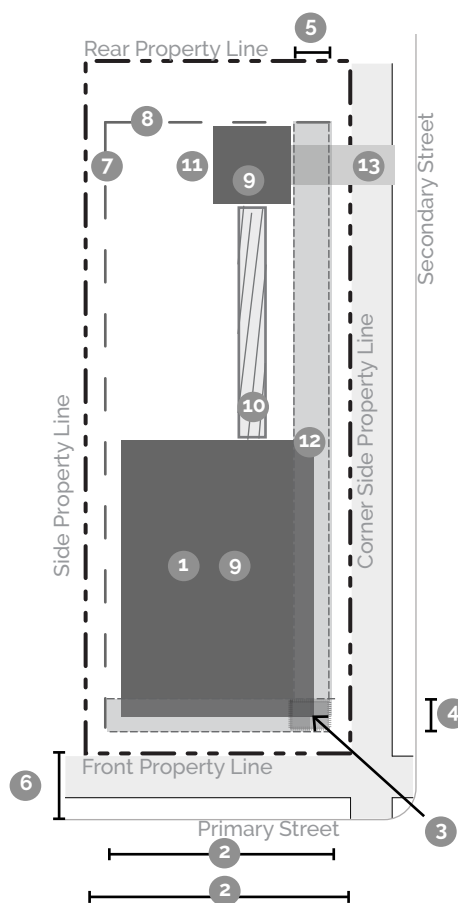


Figure 5.6-7 Building Siting Attached and Detached

Notes:

¹Stoops and porches may be located in the build-to zone.

² Parking entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-8)

Minimum Height	1 story ³	14
Maximum Height	2.5 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging, Commercial, Craftsman	17
Occupied Space	Yes	
Accessory Uses & Structures	See Table 4.5-1	18

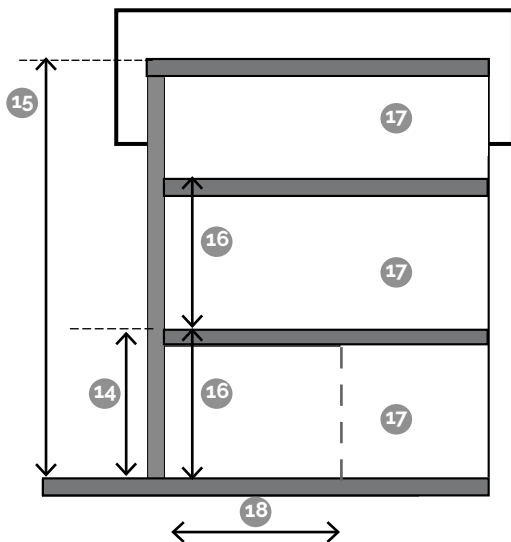


Figure 5.6-8 Height & Use

(4) Street Facing Facades (Figure 5.6-9)**(a) Transparency (minimum)**

Facade Transparency (min)	40% for Stoops and Porches; Storefronts per 5.5.B(2)(a)	19
Blank Wall Limitations	No	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch, Storefront	22
Entrances on Street Facing Facades	1 per building	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Permitted	
Spire	Not Permitted	

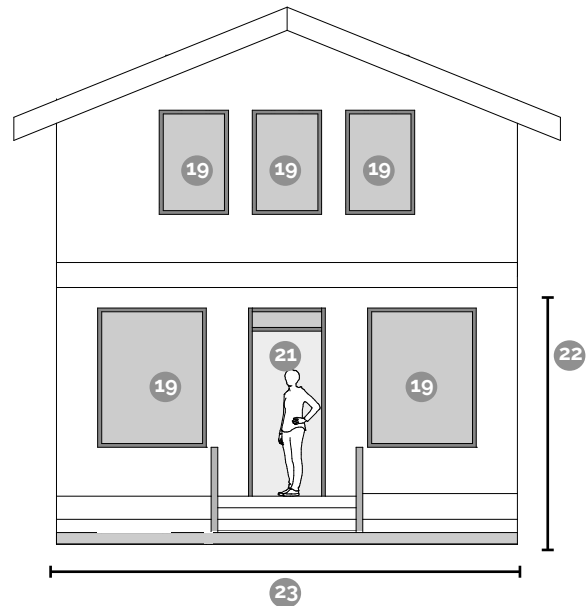


Figure 5.6-9 Street Facing Facades.

³A one-story addition is permitted on the front facade of a multiple story building.

E. Lot Type: Civic

(1) Building Siting (Figure 5.6-10)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	Not Required	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-25'; 0-15' in D2	4
Corner Build-to Zone	0'-15'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	5', 0' off alley, 10' next to R district	8

(c) Lot Coverage

Impervious Surface (max)	70%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side Corner Side Facades ¹	12
Vehicle Entrance Bay		
Driveway Location	Alley, 1 on Corner Side ² , 1 on Front if an interior lot except in D2	13

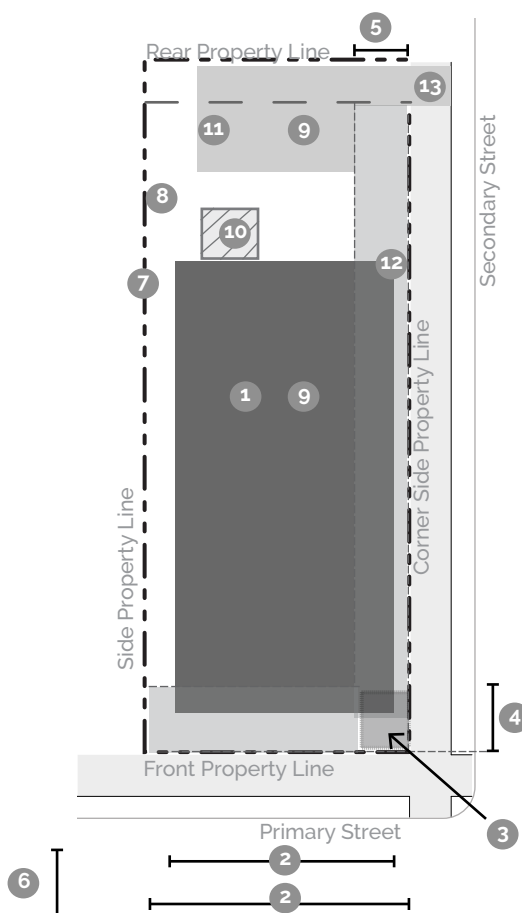


Figure 5.6-10 Building Siting.

Notes:

¹Entrance bays for parking and loading are not permitted on primary streets

²A 2nd driveway is permitted on lots wider than 200'.

³A Tower or a spire is allowed to be one (1) story taller than the overall building height; a tower and a spire can add an additional one and a half (1 1/2) stories to the overall permitted height.

(2) Height (Figure 5.6-11)

Minimum Height	1 stories	14
Maximum Height	3 stories; 5 stories in D2 & D3 ³	15 16
Ground Floor	15'-30' ⁴	17
Upper Floor	9'-14'	

(3) Uses (Table 4.1-1)

All Floors	Civic/ Institutional ⁵	18
Occupied Space	Yes ⁵	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-12)**(a) Transparency (minimum)**

Facade Transparency (min)	15% per street facing Facade	20
Blank Wall Limitations	No	21

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop	23
Entrances on Street Facing Facades	1 per 60' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Permitted	27

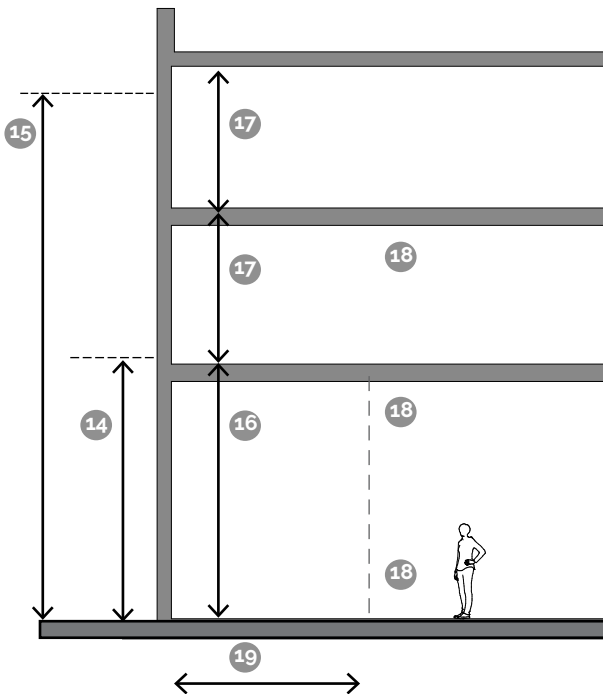


Figure 5.6-11 Height & Use

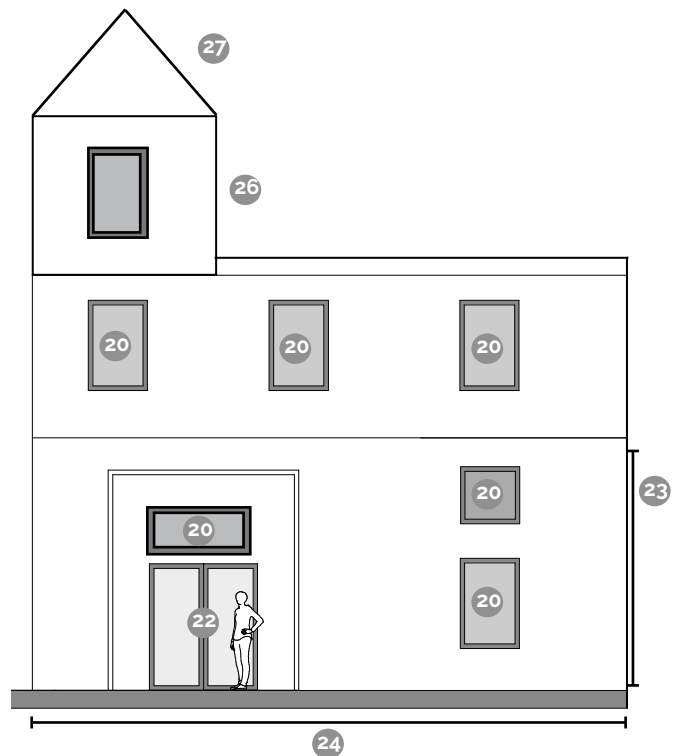


Figure 5.6-12 Street Facing Facades.

Notes:

⁴ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

⁵ Civic Lot Types existing at the time of this Ordinances' approval may contain any use permitted in the District in which it is located.

F. Lot Type: Warehouse

(1) Building Siting (Figure 5.6-13)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	65% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-15'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	15', 0' off alley,	8

(c) Lot Coverage

Impervious Surface (max)	80%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side, Corner Side Facades ² , & 1 on Front Facade ²	12
Vehicle Entrance Bay	Alley, 1 on Corner Side, 1 on Front if an interior lot ³	13
Driveway Location	Alley, 1 on Corner Side, 1 on Front if an interior lot ³	13

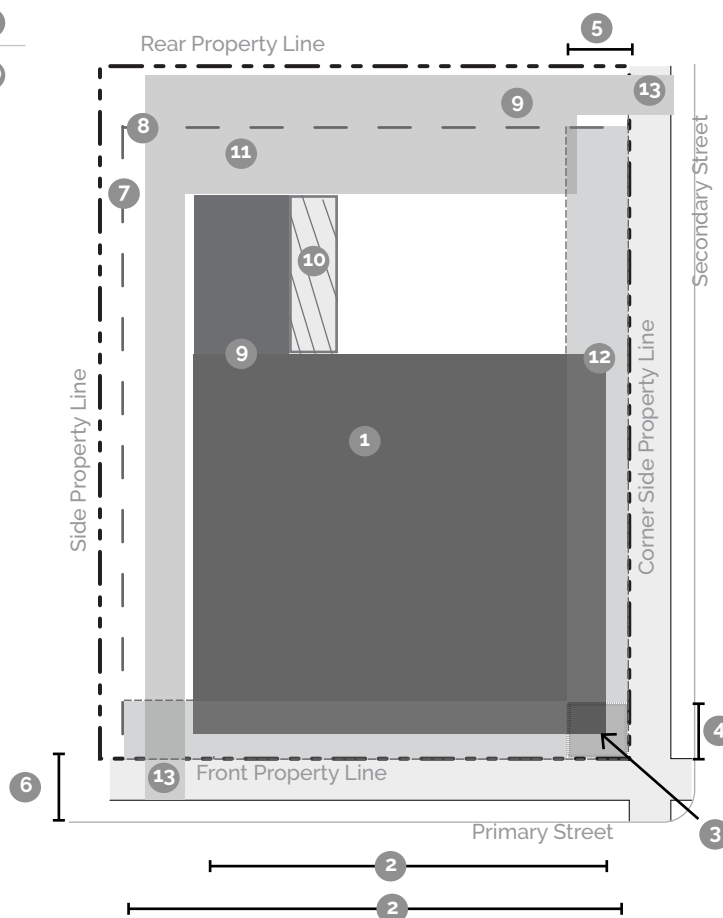


Figure 5.6-13 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

² Entrance bays for parking and loading not permitted on primary streets unless located at least fifty (50) feet behind the front facade.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-14)

Minimum Height	1 stories	
Maximum Height	3 stories ⁴	15
Ground Floor	14'-30' ⁵	16
Upper Floor	9'-15'	17

(3) Uses (Table 4.1-1)

All Floors	Industrial	18
	Not Required, except Craftsman	19
Occupied Space	Industrial retail/ showroom uses	
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-15)**(a) Transparency (minimum)**

Ground Floor (min)	40% ⁶	19
Upper Floor(s)	10%	20
Blank Wall Limitations	No	21

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop, Storefront	23
Entrances on Street Facing Facades	1 per 75' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

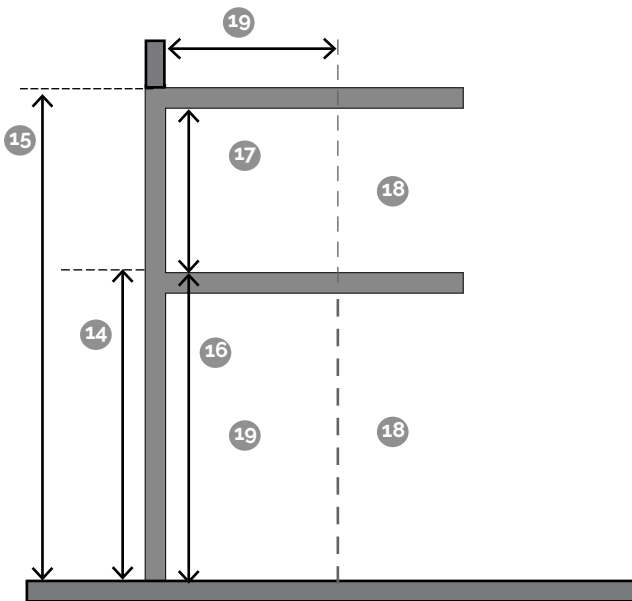


Figure 5.6-14 Height & Use

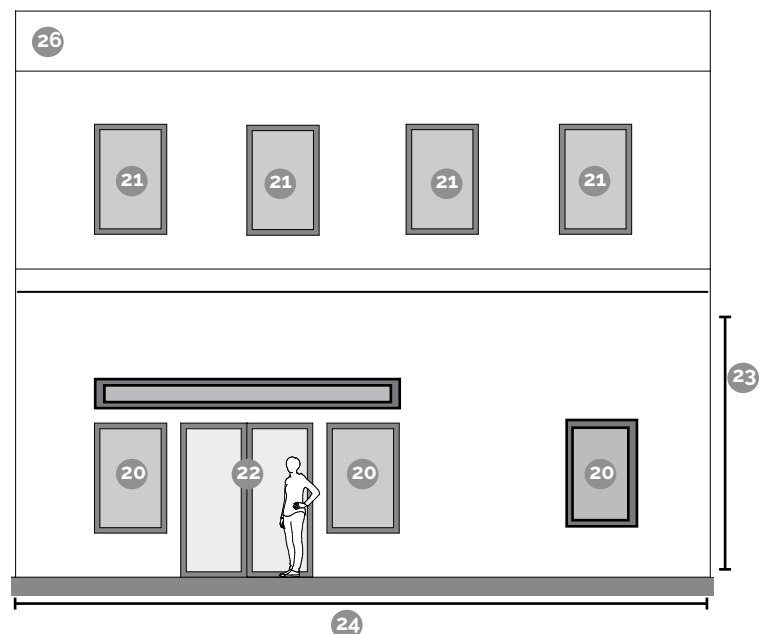


Figure 5.6-15 Street Facing Facades.

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

⁵ A ground floor height of 20' or greater will be counted as two (2) stories for overall building height.

⁶ Craftsman Industrial uses follow transparency for either the storefront or stoop entrance type. To determine transparency, the measurement can be taken in the location of the retail or showroom element and not along the entire ground floor facade.

G. Lot Type: Yard - Attached

(1) Building Siting (Figure 5.6-16)

(a) Street Frontage

Multiple Principal Buildings	Yes; Up to 5 units may be connected	1
Front Lot Line Coverage (min)	60%	2
Occupation of Corner	Not required	3
Front Build-to Zone	5'-15' ¹	4
Corner Build-to Zone	5'-15' ¹	5
ROW Encroachment	No	6

(b) Lot Area

Side Yard Setback	5' ²	7
Rear Yard Setback	15'	8

(c) Lot Coverage

Impervious Surface (max)	60%	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ³	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

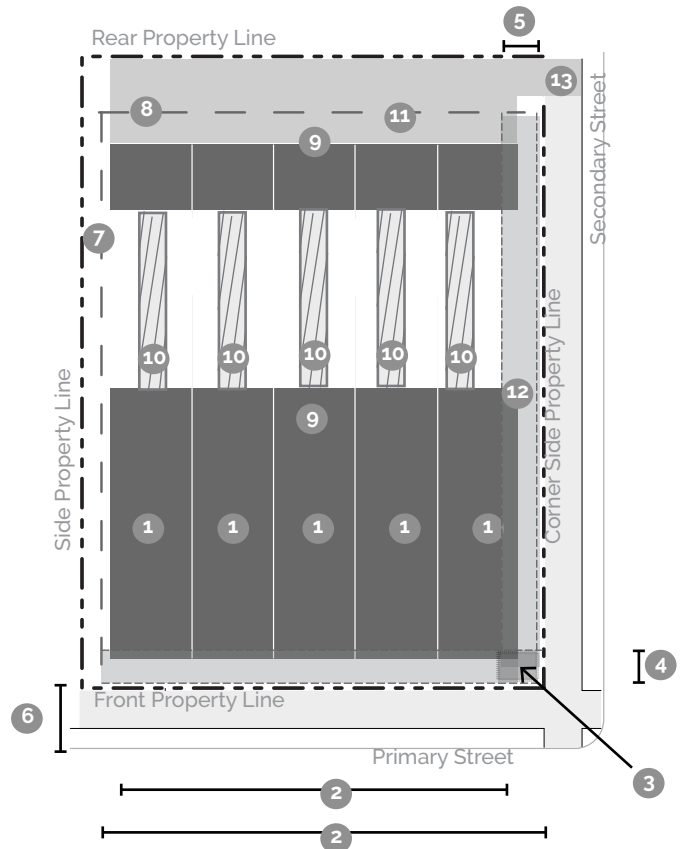


Figure 5.6-16 Building Siting

Notes:

¹ Stoops and unenclosed porches may be located in the build-to zone.

² If buildings are attached, side yard setbacks apply to the set or row of buildings, not each individual building.

³ Vehicle entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-17)

Minimum Height	1 story	14
Maximum Height	3 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging	17
Occupied Space	Not Required, except for interior parking	18
Accessory Uses & Structures	See Table 4.5-1	

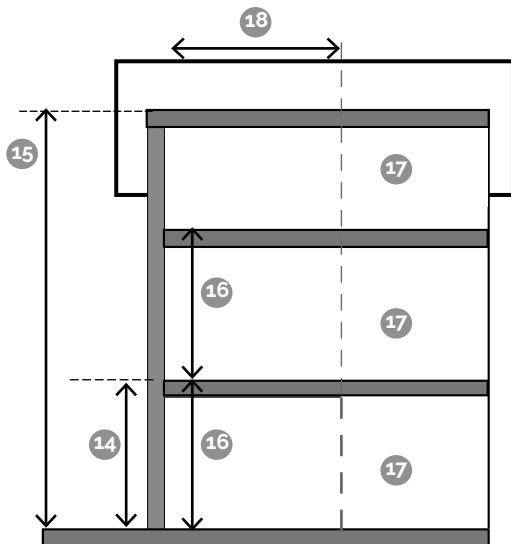


Figure 5.6-17 Height & Use

(4) Street Facing Facades (Figure 5.6-18)**(a) Transparency (minimum)**

Facade Transparency (min)	30%	19
Blank Wall Limitations	Yes	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch	22
Entrances on Street Facing Facades	1 per building ⁴	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Permitted
Spire	Not Permitted

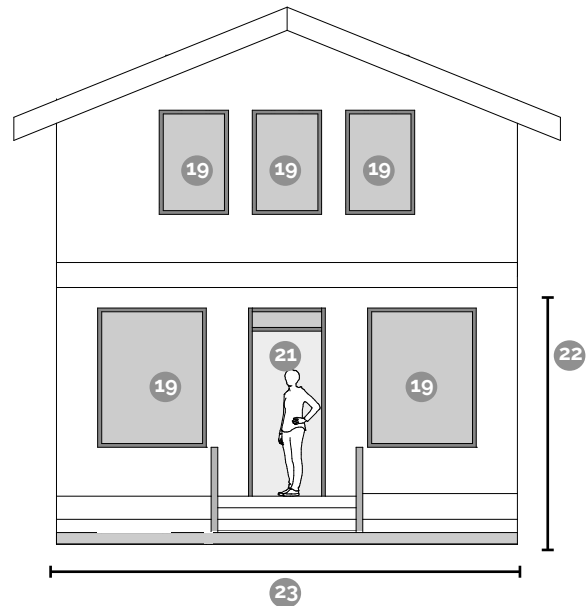


Figure 5.6-18 Street Facing Facades.

Notes:

⁴ When multiple detached or attached buildings exist on a lot, entrances on buildings behind the Front and Corner Side Facade shall be located off a shared open space or courtyard or pedestrian pathway.

H. Lot Type: Yard - Detached

(1) Building Siting (Figure 5.6-19)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	40%	2
Occupation of Corner	Not required	3
Front Build-to Zone	10'-25' ¹	4
Corner Build-to Zone	10'-20' ¹	5
ROW Encroachment	No	6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	10'	8

(c) Lot Coverage

Impervious Surface (max)	50% ²	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ³	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

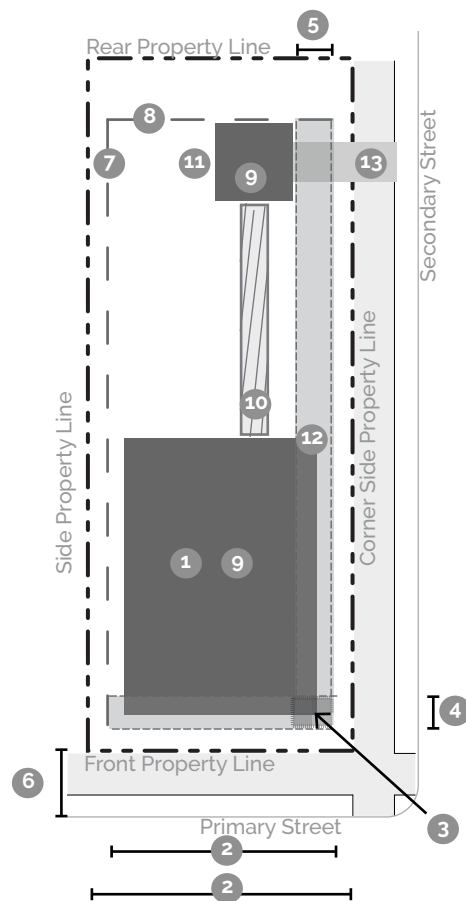


Figure 5.6-19 Building Siting Attached and Detached

Notes:

¹ Stoops and unenclosed porches may be located in the build-to zone.² 60% impervious surface permitted when two or more principal buildings are on a lot.³ Vehicle entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-20)

Minimum Height	1 story	14
Maximum Height	2.5 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging	17
Occupied Space	Not Required, except for	18
	interior parking	
Accessory Uses & Structures	See Table 4.5-1	

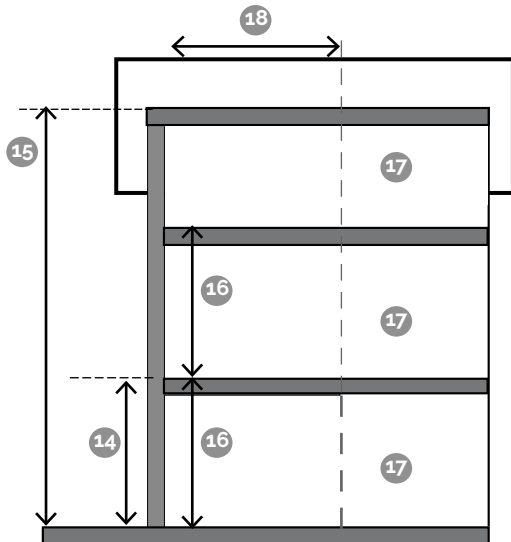


Figure 5.6-20 Height & Use

(4) Street Facing Facades (Figure 5.6-21)**(a) Transparency (minimum)**

Facade Transparency (min)	30%	19
Blank Wall Limitations	Yes	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch	22
Entrances on Street Facing Facades	1 per building ⁴	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Not Permitted
Spire	Not Permitted

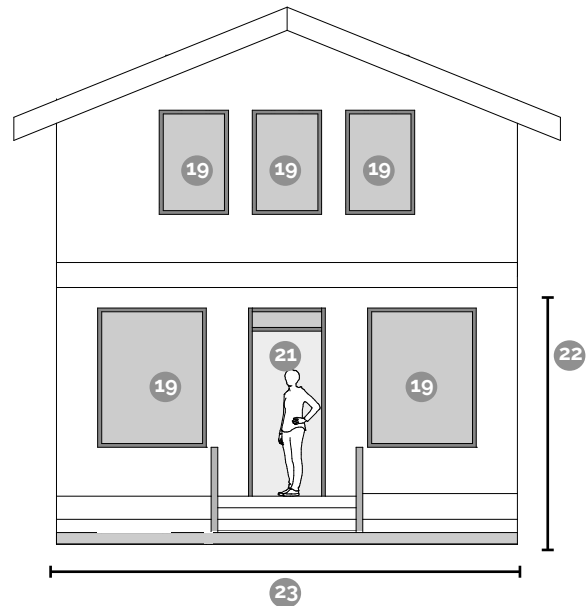


Figure 5.6-21 Street Facing Facades.

Notes:

⁴ When multiple detached or attached buildings exist on a lot, entrances on buildings behind the Front and Corner Side Facade shall be located off a shared open space or courtyard or pedestrian pathway.

I. Lot Type: Outdoor Market

(1) Building Siting (refer to Figure 5.6-22)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage	Not Required	
Occupation of Corner	Not Required	
Front Build-to Zone		
Corner Build-to Zone	Not Required ¹	2
ROW Encroachment	Yes	3

(b) Lot Area

Side Yard Setback	10'	4
Rear Yard Setback	15'	5

(c) Lot Coverage

Impervious Surface (max)	65% ²	6
Semi-Impervious Surface	15%	7

(d) Parking, Loading, & Access

Parking Location	Rear Yard	8
Loading & Service Location	Side or Rear Yard	9
Interior Parking Entrance Bay	Not Permitted	
Driveway Location	Alley; 1 on Corner Side Front if not an interior lot	10

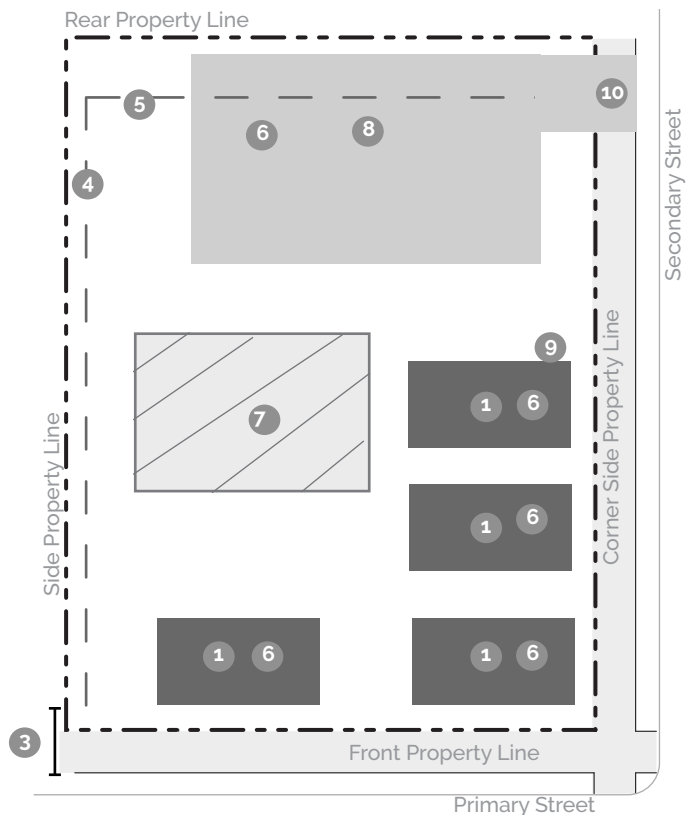
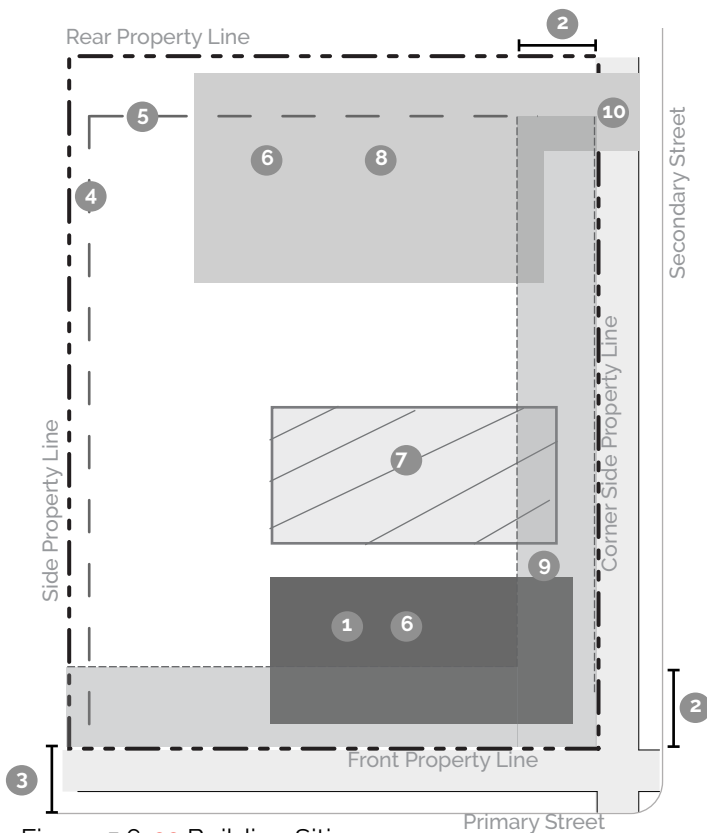


Figure 5.6-22 Building Siting.

(2) Height (Figure 5.6-23)

Minimum Height	1 Story	11
Maximum Height	1 Story	12
Ground Floor	Not Required	
Upper Floor(s)	Not Required	

(3) Uses (Table 4.1-1)

All Floors	Commercial, Park/Open Space	13
Occupied Space	Not Required	14
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-23)**(a) Transparency (minimum)**

Ground Floor	Not Required ³	15
Upper Floor(s)	Not Required	
Blank Wall Limitations	Not Required	

(b) Entrance/Counter

Location	Not Required ³	16
Entrance Treatment (see 5.5.B)	Not Required ³	
Entrances on Street Facing Facades	Not Required ³	17
Other Facade Entrances	Not Required	

(c) Roof Type

Tower	Not Permitted	
Spire	Not Permitted	

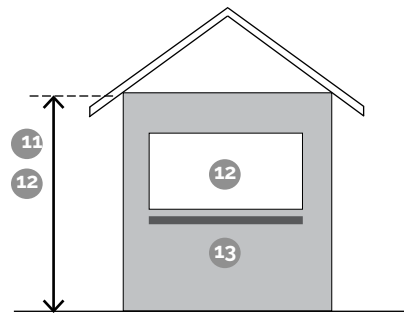


Figure 5.6-23 Street Facing Facades.

Notes:

1 Except: 0-10' BTZ is required for Outdoor Sales & Storage and Vehicle Service.

² A permanent building shall account for no more than twenty-five (25) percent of the impervious coverage allowance. This does not apply to such structures as kiosk, shipping container, greenhouse, or hoop house, which are considered not permanent for the purposes of impervious coverage.

³ When a building is located in the 0-10' Front or Corner Side Build-to Zones, it must have an entrance, windows, or service window/counter on the facade facing the adjacent street. Outdoor Sales & Storage & Vehicle Service uses must be in buildings with a stoop or storefront entrance treatment.

Article 6. Zoning Standards: Overlay District Standards

50-6.1 Overlay District Requirements.

A. Applicability. Overlay Districts are applied to parcels in addition to the base or underlying Zoning District as mapped in the Zoning Map. Unless otherwise provided, an overlay zoning district shall include and be applicable to whole parcels and any parcels subsequently joined or combined with a parcel subject to any overlay zone regulations.

B. Intent. Overlay Districts provide an additional set of requirements for the development and use of parcels with the Overlay

C. Conflict. If a conflict arises between the Overlay District regulations and those of the Base Zoning District, the Overlay District regulations control.

50-6.2 Natural Features Protection Overlay Standards

A. Intent. The NFP Overlay District is intended to protect Natural Features in the City of Kalamazoo, specifically Wetlands, Water Resources, Trees, Woodlands, Floodplains, Slopes, Natural Heritage Areas, and Habitat Corridors.

B. Applicability. The NFP Overlay District standards apply as follows.

- (1) The Natural Features Standards are divided by defined Natural Feature. When a parcel is developed, redeveloped, or the Natural Feature is impacted due to any site alterations, the standards for all applicable Natural Features are applied.
- (2) The Site Development Standards shall be applied to all parcels in the NFP Overlay District.
- (3) Overlay standards shall not eliminate the need to obtain a permit from the Michigan Department of Environmental Quality (MDEQ) or any other State, Federal, or regional permitting agency, if required.
- (4) Structures existing on the effective date of the ordinance creating the NFP Overlay District that do not meet the setbacks required in this Article are permitted and may be altered or expanded provided that they do not increase the amount of their non-conformance with the standards in this Article.

C. Natural Feature Standards: Wetlands. A Wetland is any area, regardless of parcel boundaries, that is characterized by the presence of water at a frequency and duration sufficient to support wetland vegetation or aquatic life, or otherwise defined in Part 303 of the NREPA.

(1) Wetland Determination. If any area on a parcel appears to be supporting wetland vegetation or is identified on the National Wetlands Inventory (NWI) map, one of the following is required.

- (a) The area in question shall be treated as a Wetland and the standards of this Section apply.

(b) A Wetland Determination shall be completed by a qualified professional, such as a Professional Wetland Scientist to confirm whether the area in question is a Wetland.

(2) Altering a Wetland. Alteration to a Wetland is prohibited except as allowed by the NREPA. A copy of any required permits obtained from the State to alter a Wetland must be submitted to the City.

(3) Wetland Setbacks. Setback distance is measured from the outer edge of wetland vegetation. Refer to Figure 6.2-1 Measuring Wetland and Water Resource Setbacks and Figure 6.2-2 Setbacks Across Parcel Boundaries.

(a) The size of the Wetland setback is based on the size of the parent parcel following the distances in Table 6.2-1 Wetland and Water Resources Setbacks.

(b) Prohibited Activities. The following activities are prohibited in the setback.

- [1] Development activities, such as structures, impervious surfaces, parking, driveways, etc.
- [2] New Stormwater BMPs.

(c) Permitted Activities. The follow activities are permitted in the setback.

- [1] Water and sewer lines, utility lines, bridge abutments or approaches, or semi-pervious, non-motorized trailways, may be developed and maintained within a Wetland setback with approval from all applicable local, State, and/or Federal agencies.
- [2] Restoration activities, such as planting with native vegetation with approval from all applicable local, State, and/or Federal agencies.
- [3] Mitigation activities required under the NREPA.

(4) Protection During Construction. Appropriate erosion control measures must be used according to Chapter 30 of the Kalamazoo City Code.

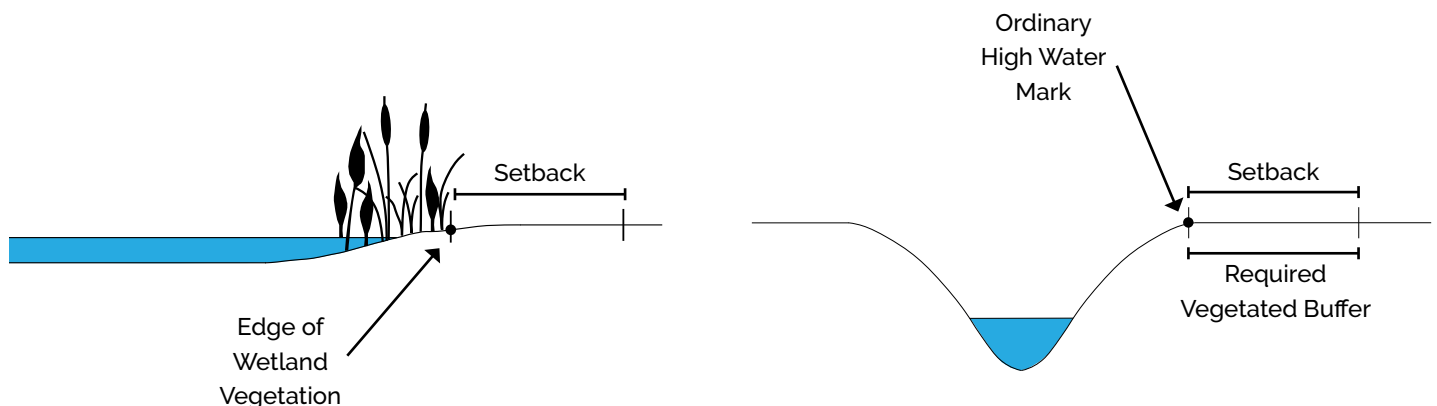


Figure 6.2-1 Measuring Wetland and Water Resource Setbacks

D. Natural Feature Standards: Water Resources. A Water Resource is any lake, pond, or impoundment; a river, stream, or creek which may or may not be serving as a drain; or any other body of water that has defined banks, a bed, and visible evidence of a continued flow or continued occurrence of water, or as otherwise defined in Part 301 of the NREPA.

(1) Altering a Water Resource. Alteration to a Water Resource is prohibited except as allowed by the NREPA. A copy of any required permits obtained from the State to alter a Water Resource must be submitted to the City.

(2) Water Resource Setbacks. Setback distance is measured from the Ordinary High Water Mark of all Water Resources, including when the Water Resource is located off the parcel but within the setback distance. Refer to Figure 6.2-1 Measuring Wetland and Water Resource Setbacks and Figure 6.2-2 Setbacks Across Parcel Boundaries.

(a) The size of the Water Resource setback is based on the size of the parent parcel following the distances in Table 6.2-1 Wetland and Water Resources Setbacks.

(b) Prohibited Activities. The following activities are prohibited in the setback.

- [1] Development activities, such as structures, impervious surfaces, parking, driveways, etc.
- [2] New Stormwater BMPs.

(c) Permitted Activities. The following activities are permitted in the setback.

- [1] Up to twenty (20) percent of the setback area may be developed with semi-pervious materials, such as paths or mowed Turf Grass.

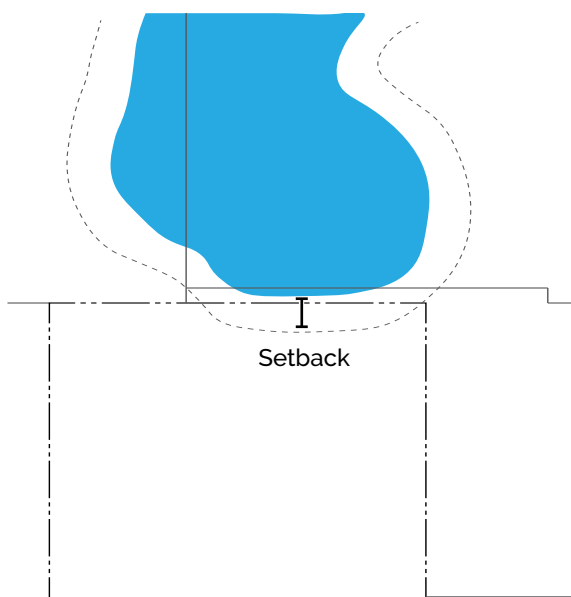


Table 6.2-1 Wetland and Water Resources Setbacks

Size of Parent Parcel	Minimum Required Setback
Greater than 1 acre	25 feet
1/2 acre - 1 acre	20 feet
Less than 1/2 acre	15 feet

Figure 6.2-2 Setbacks Across Parcel Boundaries

[2] Water and sewer lines, utility lines, bridge abutments or approaches, or semi-pervious, non-motorized trailways, may be developed and maintained within a Water Resource setback with approval from all applicable local, State, and/or Federal agencies.

[3] Disturbance to the bank or shoreline, as expressly allowed under State law, is permitted when a restoration plan is prepared by a qualified professional, such as a Michigan Certified Natural Shoreline Professional or Professional Engineer.

[4] Operation and maintenance of existing flood control facilities or Stormwater BMPs.

(3) Required Planting. The setback must contain Natural Vegetation, including a combination of trees, shrubs, grasses, and Forbs to form a Vegetated Buffer in a Riparian area. The Vegetated Buffer must meet one (1) of the following.

(a) Where the bank or shoreline contains Natural Vegetation.

[1] Existing vegetation must remain undisturbed during and after construction activities.

[2] Supplemental planting or seeding is allowed when Native Species are used. Mowed turf grass does not qualify as Natural Vegetation.

[3] Removal of invasive species and/or dead or diseased woody species are allowed, if they are replaced according to the parameters in 50-6.2D(3)(b)[3].

(b) Where the bank or shoreline is not covered in Natural Vegetation.

[1] A Vegetated Buffer must be planted and maintained in the setback.

[2] Soil preparation for planting is allowed with proper soil erosion controls.

[3] A diverse mix of appropriate native species is required, as follows.

[a] At least twelve (12) different species must be planted.

[b] At least two (2) species from each of the following plant types must be planted: shrubs, Graminoids, and Forbs. Refer to Table 6.2-2 Example Plants for Vegetated Buffers.

[c] Trees may be planted if appropriate to the site. Refer to Table 6.2-5 Replacement Tree List.

[4] Any combination of native seed mix, plant plugs, bare root trees or shrubs, and/or container plants, trees, or shrubs are permitted.

(c) Exceptions. The Vegetated Buffer is not required when a structure or parcel is being redeveloped unless the project increases the site's impervious coverage on the parcel by more than ten (10) percent or if the project is being conducted within twenty (20) feet of the Water Resource setback.

(4) Protection During Construction. Appropriate erosion control measures must be used according to Chapter 30 of the Kalamazoo City Code.

(5) Operation and Maintenance Agreement. The Vegetated Buffer must be included in the Stormwater Operation and Maintenance Agreement, if an Agreement is required for the project.

Table 6.2-2 Example Plants for Vegetated Buffers

Common Name	Scientific Name	Type
Silky Dogwood	<i>Cornus amomum</i>	Shrub
Red Osier, Red Twig Dogwood	<i>Cornus stolonifera, sericea</i>	Shrub
Common Elderberry	<i>Sambucus canadensis</i>	Shrub
Atlantic Ninebark	<i>Physocarpus opulifolius</i>	Shrub
Common Winterberry	<i>Ilex verticillata</i>	Shrub
Northern Spicebush	<i>Lindera benzoin</i>	Shrub
Highbush Blueberry	<i>Vaccinium corymbosum</i>	Shrub
Lake Sedge	<i>Carex lacustris</i>	Graminoid
Tussock Sedge	<i>Carex stricta</i>	Graminoid
Bottlebrush Sedge	<i>Carex hystericina</i>	Graminoid
Bebb's Sedge	<i>Carex bebbii</i>	Graminoid
Common Fox Sedge	<i>Carex vulpinoidea</i>	Graminoid
Prairie Cordgrass	<i>Spartina pectinata</i>	Graminoid
Dark-Green Bulrush	<i>Scirpus atrovirens</i>	Graminoid
Cottongrass Bulrush	<i>Scirpus cyperinus</i>	Graminoid
Bluejoint Grass	<i>Calamagrostis canadensis</i>	Graminoid
Common Rush	<i>Juncus effusus</i>	Graminoid
Spotted Joe-Pye-Weed	<i>Eutrochium maculatum</i>	Forb
White Turtlehead	<i>Chelone glabra</i>	Forb
New England American Aster	<i>Symphyotrichum novae-angliae</i>	Forb
Purple-Stem American Aster	<i>Symphyotrichum puniceum</i>	Forb
Flat-Topped White Aster	<i>Doellingeria umbellata</i>	Forb
Common Boneset	<i>Eupatorium perfoliatum</i>	Forb
Swamp Milkweed	<i>Asclepias incarnata</i>	Forb
Cutleaf Coneflower	<i>Rudbeckia laciniata</i>	Forb
Pin Oak	<i>Quercus palustris</i>	Tree
Swamp White Oak	<i>Quercus bicolor</i>	Tree
Black Tupelo, Black Gum	<i>Nyssa sylvatica</i>	Tree
Tamarack, American Larch	<i>Larix laricina</i>	Tree

E. Natural Feature Standards: Floodplains. Reserved.

F. Natural Feature Standards: Trees. Trees that provide special value to the community or ecosystem are protected through the NFP Overlay District.

(1) Tree Criteria. When Trees meet any of the following criteria and are not counted as part of a Woodland, the standards of this Overlay apply.

(a) Trees on the Special Status Tree List in Table 6.2-4.

(b) Any Tree larger than twenty-four (24) inches DBH.

(2) Tree Protection. Trees and their CRZ shall be protected during site development and construction.

(a) Disturbance. No disturbance is allowed within a CRZ, except as follows.

[1] Fences are permitted when they meet all other applicable zoning standards.

[2] Management of other Trees or Woodlands with a plan by a qualified professional, such as an International Society of Arboriculture (ISA) Certified Arborist.

(b) Protection During Construction. The CRZ of Trees shall be protected following the standards of 50-6.2K(8) Protection During Construction.

(3) Tree Removal. Trees may be removed in the following circumstances.

(a) Tree is located such that it impedes access to the site or prevents utility connections.

(b) A qualified professional has determined the tree is diseased, dying, or has sustained substantial damage prior to site work.

(c) Location of the Tree presents a threat to the structural integrity of an existing structure or infrastructure.

(4) Replacement. Any Tree meeting the criteria which is removed from the parcel must be replaced as follows.

(a) Except as otherwise permitted by this subsection, the replacement ratio is 1:1, where for every inch of Tree removed in total from the parcel, an equivalent number of inches must be replaced by newly planted Trees as follows.

[1] Inches of Tree removed shall be measured at DBH.

[2] Replacement Trees shall be selected from the Replacement Tree List in Table 6.2-5. Site context should be taken into consideration when selecting a replacement Tree.

[3] Replacement Trees must be two (2) inch caliper or greater, unless otherwise stated in Table 6.2-5.

(b) A replacement ratio of 3:1 is applicable in the following circumstances (where for every three (3) inches of Tree DBH removed, one (1) inch of new replacement Tree DBH must be planted).

[1] Replacement Tree is four (4) inch caliper or greater.

[2] Replacement Tree has a special value in terms of long-term survival rate, habitat quality, or climate resiliency, as indicated by the ratios in Table 6.2-5 Replacement Tree List.

(c) Location. Replacement Trees shall be located as follows.

- [1] Replacement Trees shall be located on the site from which they are removed.
- [2] The NFP Review Board can approve alternative locations, if on-site replacement is not possible provided that the alternative is within the City of Kalamazoo.
- [3] Replacement Trees cannot be located within a parking lot.

G. Natural Feature Standards: Woodlands. Woodlands provide important ecosystem services and habitat corridors and are protected by the NFP Overlay District.

(1) Woodland Criteria. When trees located on a parcel meet the following criteria, the area shall be considered a Woodland and the standards of this Overlay apply.

- (a) Minimum Area. Trees cover a minimum area of 21,780 square feet or a half (1/2) acre, regardless of parcel boundaries. Refer to Figure 6.2-3 Defining and Delineating a Woodland.
- (b) Tree Count. The area contains the equivalent of at least forty (40) trees per acre of at least two (2) inches DBH and reach or at maturity will reach at least fifty (50) feet in height.
- (c) Natural Ground Cover. No more than twenty-five (25) percent of the ground area is mowed.

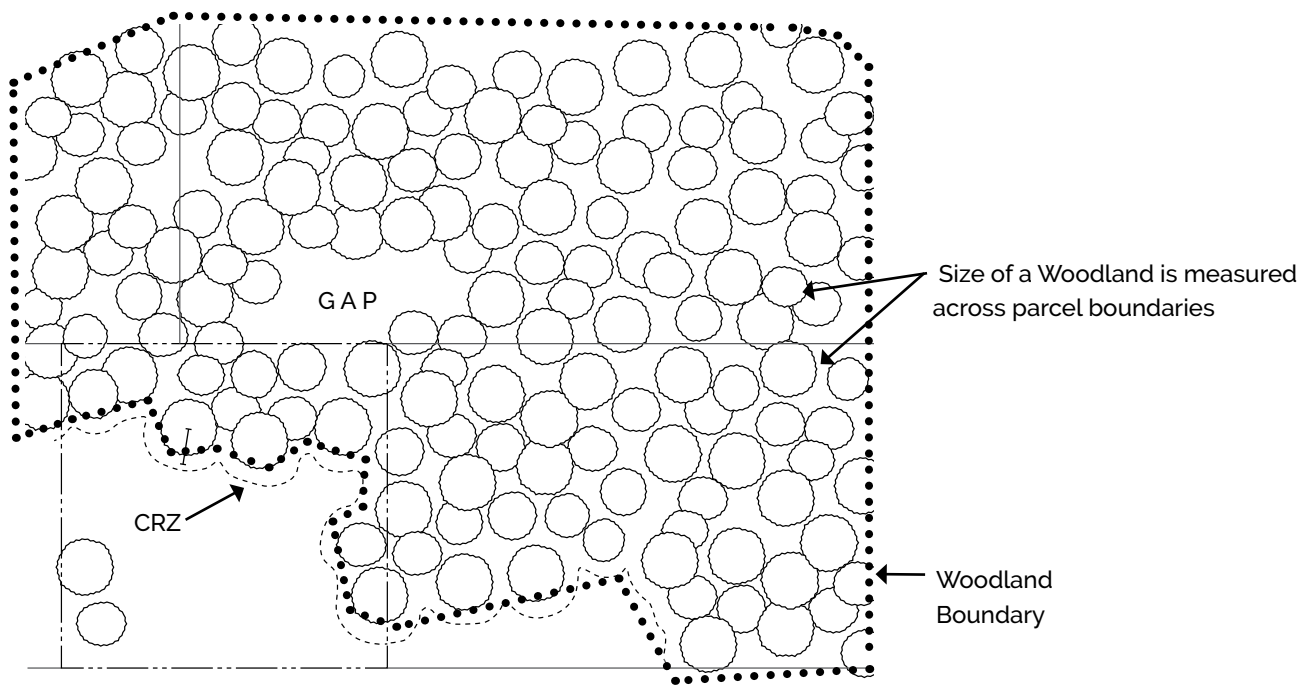


Figure 6.2-3 Defining and Delineating a Woodland

(d) Understory. The area contains a layering of shorter understory trees and/or shrubs and Forbs.

(2) Woodland Delineation and Assessment. Refer to Figure 6.2-3 Defining and Delineating a Woodland. Existing Woodland coverage on the parcel shall be delineated and assessed as follows.

(a) Gaps. Areas without trees or that have sparse trees are common within a Woodland and should be included in area and density measurements except when the gap is larger than 8,000 square feet.

(b) Woodland Assessment Tools. A Woodland must be assessed using a Basal Area, Woodland Ecosystem Assessment, or tree survey conducted by a qualified professional, such as an ISA Certified Arborist.

(3) Woodland Protection. For areas meeting the definition of a Woodland, a portion of the Woodland on the parcel must be preserved as follows.

(a) Woodland Preservation Minimums. Woodlands shall be preserved following the coverage requirements in Table 6.2-3 Woodland Preservation.

(b) Criteria for Woodland Preservation. In determining which areas of a Woodland are to be preserved, the following priorities shall be applied.

[1] Woodlands contiguous to Woodlands on adjacent parcels or areas serving as Habitat Corridors.

[2] Woodlands on or adjacent to another Natural Feature(s), floodplain, or a publicly accessible open space.

[3] Woodlands in the best condition as determined by a qualified professional, such as an ISA Certified Arborist, and based upon the Basal Area score or another Woodland Ecosystem Assessment.

[4] Woodlands with older growth, higher DBH trees, or trees noted in 6.2-4 Special Status Tree List and 6.2-5 Replacement Trees List.

(4) Prohibited Activities.

(a) Disturbance. No disturbance is allowed within a Woodland preserved area, the boundary of which is defined by the CRZ of trees along its edges, except for the following activities.

[1] Fences are permitted when they meet all other applicable zoning standards.

[2] Management of the Woodland vegetation with a plan by a qualified professional, such as an ISA Certified Arborist.

Table 6.2-3 Woodland Preservation

Woodland Coverage of Parent Parcel	Minimum Required Woodland Coverage to be Preserved
75% to 100%	25%
50% up to 75%	50%
25% up to 50%	75%
Less than 25%	90%

Table 6.2-4 Special Status Tree List

Common Name	Scientific Name	DBH (inches)*
Ash	<i>Fraxinus spp. (not cultivars)</i>	18"
Basswood, Linden	<i>Tilia americana</i>	18"
Beech	<i>Fagus spp.</i>	18"
Buckeye (Horsechestnut)	<i>Aesculus spp.</i>	18"
Cherry, Black	<i>Prunus serotina</i>	18"
Elm, American	<i>Ulmus americana</i>	18"
Elm, Slippery	<i>Ulmus rubra</i>	18"
Elm, Winged	<i>Ulmus alata</i>	18"
Fir	<i>Abies spp.</i>	18"
Fir, Douglas	<i>Pseudotsuga menziesii</i>	18"
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>	18"
Maple, Red	<i>Acer rubrum</i>	18"
Maple, Silver	<i>Acer saccharinum</i>	18"
Maple, Sugar	<i>Acer saccharum</i>	18"
Pine, Red	<i>Pinus resinosa</i>	18"
Pine, White	<i>Pinus strobus</i>	18"
Spruce	<i>Picea spp.</i>	18"
Sycamore, American	<i>Plantanus occidentalis</i>	18"
Tuliptree	<i>Liriodendron tuliperifera</i>	18"
Walnut, Black	<i>Juglans nigra</i>	18"
Honey Locust	<i>Gleditsia triacanthos</i>	16"
Oak, Black	<i>Quercus velutina</i>	16"
Oak, Bur	<i>Quercus macrocarpa</i>	16"
Oak, Northern Red	<i>Quercus rubra</i>	16"
Oak, White	<i>Quercus alba</i>	16"
Arbor-vitae, Eastern White Cedar	<i>Thuja occidentalis</i>	12"
Birch	<i>Betula spp.</i>	12"
Birch, River	<i>Betula nigra</i>	12"
Cherry, Flowering	<i>Prunus spp.</i>	12"
Crabapple	<i>Malus spp.</i>	12"
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	12"
Eastern Hemlock	<i>Tsuga canadensis</i>	12"
Ginkgo	<i>Ginkgo biloba</i>	12"

Common Name	Scientific Name	DBH (inches)*
Hickory, Bitternut	<i>Carya cordiformis</i>	12"
Hickory, Pignut	<i>Carya glabra</i>	12"
Hickory, Shagbark	<i>Carya ovata</i>	12"
Hickory, Shellbark	<i>Carya laciniata</i>	12"
Oak, Chinkapin	<i>Quercus muehlenbergii</i>	12"
Oak, Northern Pin	<i>Quercus ellipsoidalis</i>	12"
Oak, Swamp White	<i>Quercus bicolor</i>	12"
Pear	<i>Pyrus spp.</i>	12"
Persimmon	<i>Diospyros virginiana</i>	12"
Poplar	<i>Populus spp.</i>	12"
Sassafras	<i>Sassafras albidum</i>	12"
Sweet Gum	<i>Liquidambar styraciflua</i>	12"
Willow, Black	<i>Salix nigra</i>	12"
Yellowwood	<i>Cladrastis lutea</i>	12"
American Chestnut	<i>Castanea dentata</i>	8"
Black Tupelo, Black Gum	<i>Nyssa sylvatica</i>	8"
Butternut	<i>Juglans cinerea</i>	8"
Cedar, Eastern Red	<i>Juniperus virginiana</i>	8"
Hackberry	<i>Celtis occidentalis</i>	8"
Hawthorn	<i>Crataegus crus-galli and other spp.</i>	8"
Larch/Tamarack	<i>Larix laricina</i>	8"
Maple, Mountain/Striped	<i>Acer spicatum/pensylvanicum</i>	8"
American Hophornbeam	<i>Ostrya virginiana</i>	4"
American Hornbeam, Blue Beech	<i>Carpinus caroliniana</i>	4"
Dogwood, Flowering	<i>Cornus florida (native only)</i>	4"
Dwarf Hackberry	<i>Celtis tenuifolia</i>	4"
Eastern Redbud	<i>Cercis canadensis</i>	4"
Pawpaw	<i>Asimina triloba</i>	4"
Serviceberry	<i>Amelanchier spp.</i>	4"

*Tree species with DBH greater than or equal to the values in this column of the table require replacement with any species on the Replacement Tree List if removed for construction/development.

Gray Highlight = Tree species must be replaced with a different species from the Replacement Tree List.

Table 6.2-5 Replacement Tree List

Common Name	Scientific Name	Replacement Ratio	Condition Code
Basswood, Linden*	<i>Tilia americana</i>	1:1	Cs
American Chestnut	<i>Castanea dentata</i>	3:1, (hybrid)	Cr, F, Cul
American Hophornbeam*	<i>Ostrya virginiana</i>	1:1	P, Cr
American Hornbeam, Blue Beech*	<i>Carpinus caroliniana</i>	3:1	Cr, P
Arborvitae, Eastern White Cedar	<i>Thuja occidentalis</i>	1:1	Cv, Cs
Birch	<i>Betula spp.</i>	1:1	Cv
Birch, River	<i>Betula nigra</i>	1:1	P, Ri
Black Tupelo, Black Gum*	<i>Nyssa sylvatica</i>	3:1	Cr, Ri
Cedar, Eastern Red*	<i>Juniperus virginiana</i>	3:1	Cr, P
Cherry, Wild Black*	<i>Prunus serotina</i>	1:1	
Cherry, Flowering	<i>Prunus spp.</i>	1:1	
Crabapple	<i>Malus spp.</i>	1:1	P
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	1:1	
Dogwood, Flowering*	<i>Cornus florida (native only)</i>	2:1	Cr
Eastern Redbud	<i>Cercis canadensis</i>	3:1	Cr, P
Elm, American	<i>Ulmus americana</i>	3:1	Cul, Cs
Elm, Slippery	<i>Ulmus rubra</i>	1:1	
Hackberry*	<i>Celtis occidentalis</i>	3:1	Cr
Hawthorn*	<i>Crataegus crus-galli and other spp.</i>	3:1	Cr, P
Hickory, Bitternut*	<i>Carya cordiformis</i>	3:1	Cr, F, Ri, Cs
Hickory, Pignut*	<i>Carya glabra</i>	3:1	Cr, F, Cs
Hickory, Shagbark*	<i>Carya ovata</i>	3:1	Cr, F, Cs
Hickory, Shellbark*	<i>Carya laciniosa</i>	3:1	F, Ri, Sc
Honey Locust	<i>Gleditsia triacanthos</i>	3:1	Cr
Kentucky Coffeetree*	<i>Gymnocladus dioicus</i>	3:1	Cr
Larch/Tamarack*	<i>Larix laricina</i>	3:1	Ri, Cs
Maple, Red	<i>Acer rubrum</i>	1:1	Cv, Cs
Maple, Silver*	<i>Acer saccharinum</i>	3:1	Cr, Ri, Cs
Maple, Sugar	<i>Acer saccharum</i>	1:1	Cv, Cul
Oak, Black*	<i>Quercus velutina</i>	3:1	Cr, Cs
Oak, Bur*	<i>Quercus macrocarpa</i>	3:1	Cr, Cul, Cs
Oak, Chinquapin*	<i>Quercus muehlenbergii</i>	3:1	Cr, Cs
Oak, Pin*	<i>Quercus palustris</i>	3:1	Cr, Ri, Cs

Common Name	Scientific Name	Replacement Ratio	Condition Code
Oak, Northern Red*	<i>Quercus rubra</i>	3:1	Cr, Sc
Oak, Swamp White*	<i>Quercus bicolor</i>	3:1	Cr, Ri, Cs
Oak, White*	<i>Quercus alba</i>	3:1	Cr, Cul, Cs
Pawpaw	<i>Asimina triloba</i>	3:1	Cr, F
Persimmon	<i>Diospyros virginiana</i>	3:1	Cr, F
Pine, Red	<i>Pinus resinosa</i>	1:1	
Pine, White	<i>Pinus strobus</i>	1:1	
Populus	<i>Populus spp. (except deltoides, alba)</i>	1:1	Cv
Sassafras	<i>Sassafras albidum</i>	1:1	
Serviceberry*	<i>Amelanchier spp.</i>	1:1	P, F
Spruce	<i>Picea spp.</i>	1:1	
Sycamore, American*	<i>Plantanus occidentalis</i>	3:1	Cr
Tuliptree*	<i>Liriodendron tuliperifera</i>	1:1	Cr, Cs
Walnut, Black	<i>Juglans nigra</i>	3:1	F, Cs
Willow, Black	<i>Salix nigra</i>	1:1	Ri
Ash	<i>Fraxinus spp.</i>	PROHIBITED	
Beech	<i>Fagus spp.</i>	PROHIBITED	
Fir	<i>Abies spp.</i>	PROHIBITED	
Fir, Douglas	<i>Pseudotsuga menziesii</i>	PROHIBITED	
Ginkgo	<i>Ginkgo biloba</i>	PROHIBITED	
Pear	<i>Pyrus spp.</i>	PROHIBITED	
Maple, Mountain/Striped	<i>Acer spicatum/pensylvanicum</i>	PROHIBITED	
Yellowwood	<i>Cladrastis lutea</i>	PROHIBITED	

Condition Codes:

PROHIBITED = Species not to be used as replacement tree

*denotes species where 1" caliper tree may be substituted when Wild-Type is planted (full credit for 2" caliper applies)

Cr = Climate Resilient

Cs = Carbon sequestration

Cul = Culturally significant

F = Food source

P = Suitable for parking lots and roadways

Ri = Suitable for riparian/wet plantings

Cv = Climate vulnerable

(b) Stormwater. No new Stormwater BMPs within the CRZ.

(5) Permitted Activities. Operation and maintenance of public utilities is permitted within the CRZ. Directional boring shall be used whenever possible.

(6) Construction Protection. Woodlands trees and their CRZ shall be protected during site construction following the standards of 50-6.2K(8) Protection During Construction.

H. Natural Feature Standards: Slopes. Slopes associated with Water Resources and other Natural Features are protected by the NFP Overlay District.

(1) Slope Criteria. Slopes protected by the NFP Overlay District are those with a grade of twenty (20) percent or greater and meet at least one (1) of the following.

(a) Slope Face contains a Woodland, refer to 50-6.2G.

(b) Slope Face contains Natural Heritage Area, refer to 50-6.2I.

(c) Any portion of the Slope Face is within five-hundred (500) feet of a Wetland or Water Resource, refer to 50-6.2C and 50-6.2D.

(d) Any portion of the Slope Face extends onto adjacent parcels.

(2) Slope Determination. If any area on a parcel appears to meet the Slope Criteria, one (1) of the following is required.

(a) A Slope Analysis by a professional is not completed and the area is assumed to meet the slope criteria; the standards of this Overlay are applied.

(b) A Slope Analysis shall be completed by a licensed surveyor, licensed professional engineer, or a geologist certified by the American Institute of Professional Geoscientists (AIPG) following all acceptable practices to determine whether any part of the Slope Face meets the Slope Criteria.

(3) Slope Protection. Slopes shall be maintained and protected as follows.

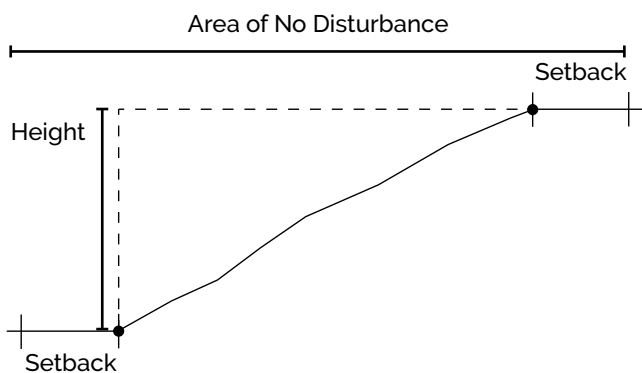


Figure 6.2-4 Protected Slope Setbacks

(a) Setbacks. A setback is required from the Top of Slope and the Toe of Slope equal to half (1/2) the height of the Slope, regardless of whether or not the entire Slope is contained within the parcel, or ten (10) feet, whichever is greater. Refer to Figure 6.2-4 Slope Setbacks.

(b) Permitted Activities in the Setbacks. Setback areas from the Top or Toe of Slope shall remain undisturbed except as follows.

- [1] Any work necessary to maintain the stability of the Slope.
- [2] Restoration and management of other Natural Features provided that they meet the requirements of this Overlay.
- [3] Fences are permitted when they meet all other applicable zoning standards.
- [4] Normal maintenance that does not disturb existing terrain.
- [5] Maintenance of existing impervious surfaces and structures.
- [6] In addition to the requirements in 50-6.2B(4), existing structures located in the setback may be expanded up to twenty-five (25) percent of the existing building footprint as follows.
 - [a] The expansion does not disturb the Slope Face.
 - [b] Ground disturbance is the minimum needed for the expansion.

(c) Permitted Activities in the Slope Face. The Slope Face shall remain undisturbed except as follows.

- [1] Any work necessary to maintain the stability of the Slope Face, including the Top and Toe of Slope.
- [2] Restoration and management of other Natural Features provided that they meet the requirements of this Overlay.
- [3] Normal maintenance that does not disturb existing terrain.
- [4] Maintenance of existing impervious surfaces and structures.
- [5] In addition to the requirements in 50-6.2B(4), existing structures where a portion of the structure is in the Slope Face may be expanded up to twenty-five (25) percent of the existing building footprint as follows.
 - [a] The expansion can only occur on Slopes with a grade of thirty (30) percent or less.
 - [b] Expansion in the Slope Face is limited to no more than fifteen (15) percent of the existing building footprint.
 - [c] Ground disturbance is the minimum needed for expansion.

(d) Prohibited Activities. The following activities are prohibited.

- [1] Surface water shall not be directed toward any Slope regulated by this Overlay.
- [2] Stormwater BMPs are not permitted within the Slope Face or the setbacks, including storm sewer outlets.
- [3] No new underground utilities may be placed within the Slope Face or setbacks.

(e) Construction Protection. The Slope Face and setbacks shall be protected during site development and construction following the standards of 50-6.2K(8) Protection During Construction.

I. Natural Feature Standards: Natural Heritage Areas. Rare species and remnants of historically and culturally significant ecosystems are protected by the NFP Overlay District.

(1) Natural Heritage Area Criteria. A Natural Heritage Area is defined by the presence of either of the following.

(a) Any species considered to be rare, threatened, or endangered by the State of Michigan, Federal government, or listed on the Michigan Natural Features Inventory (MNFI) Database.

(b) Any remnant of a Natural Community listed on the MNFI Michigan's Natural Communities List.

(2) Determination of Natural Heritage Area. The MNFI Natural Heritage Database shall be used to determine if any rare species have been located within a two (2) mile radius of the parcel.

(3) On-Site Survey. When a database search indicates a rare species has been identified within two (2) miles of the parcel, an on-site survey shall be conducted. The survey must be conducted by a consultant with a Michigan Endangered Species Permit or another qualified professional approved by the City Planner.

(4) Natural Heritage Area Protection. If the on-site survey confirms that a Natural Heritage Area exists on the parcel, all State and Federal protections and/or mitigation activities must be followed. A copy of any required permit obtained from a State or Federal agency must be submitted to the City.

J. Natural Feature Standards: Habitat Corridors. Reserved.

K. Site Development Standards. The following standards apply to all properties within the NFP Overlay District.

(1) Building Setbacks. When a conflict exists between meeting the 50-6.2C-J NFP Standards and the required placement of structures, the setbacks or built-to zones or lines may be adjusted to eliminate or reduce the conflict provided that the adjustment is the minimum required to meet the NFP standards.

(2) Use. In addition to the uses permitted in the Base Zoning District, the following apply.

(a) Appendix A 3.5 Wellhead Protection Overlay 10-year use restrictions.

(b) Outdoor storage of loose materials is prohibited within five hundred (500) feet of a Water Resource or Wetland.

(c) Appendix A 3.5 Wellhead Protection Overlay 1-year use restrictions apply within five hundred (500) feet of a Water Resource or Wetland.

(3) Lot Coverage. Areas designated to meet the pervious surface requirement of a the Base Zoning District shall meet the following requirements.

(a) Natural Features. Areas left undisturbed per the standards in 50-6.2C-J can be applied to a parcel's pervious lot coverage requirement, except that Stormwater BMPs shall count at a ratio of two (2) square feet of BMP to one (1) square foot of pervious coverage ratio or at a rate of fifty (50) percent.

(b) Undisturbed Areas. All areas designated to meet a parcel's overall pervious lot coverage requirement must remain undisturbed except in the following circumstances.

[1] Restoration or maintenance of the pervious area when guided by a plan developed by a qualified professional.

[2] Planting or restoration of plants or trees per 50-6.2 Natural Features Standards.

[3] Installation of stormwater BMPs from the Michigan Low Impact Development (LID) Manual BMP Matrix Table in the Runoff Volumes and Infiltration categories.

(c) Location. Areas designated to meet a parcel's overall pervious lot coverage requirement shall be located as follows.

[1] Contiguous. Pervious areas shall be located in one (1) contiguous area or clustered into areas that each equal at least twenty (20) percent of the total pervious area.

[2] Adjacent to Natural Features. Pervious areas shall be located adjacent to defined Natural Features.

(d) Construction. Pervious areas shall be protected during construction and site development through barrier fencing as described in 50-6.2K(8).

(e) Semi-Pervious Allowance. A semi-pervious allowance of up to fifteen (15) percent may be utilized to meet the lot coverage requirement.

(4) Landscape and Screening. Additional landscape and screening activities apply within the NFP Overlay District.

(a) Relief. A reduction in a parcel's required building perimeter, parking lot, loading zone, perimeter screening, or interior landscaping requirements (refer to Appendix A. 6.2 Landscaping and Open Space) may be permitted to eliminate conflicts with meeting the requirements of 50.6-2 Natural Features Standards.

[1] Relief shall be the minimum required to meet the NFP standards.

[2] Landscaping serving as a buffer between residential and non-residential uses and between a vehicular parking lot and a street shall not be reduced.

(b) Plant Selection. Native species must be used for all site landscaping, which includes the use of both Wild-type and Nativar plants. Plants in Table 6.2-6 Prohibited Planting List shall not be planted on any portion of a parcel.

(c) Existing Vegetation. When a parcel's existing vegetation is being preserved and utilized to meet landscaping requirements in Appendix A 6.2 Landscaping and Open Space the following applies.

[1] Existing nonnative plants must be contained within the planting areas.

[2] Existing invasive plants must be removed. Refer to *Meeting the Challenge of Invasive Plants* by MNFI or Table 6.2-6 Prohibited Planting List.

(5) Lighted Signs. Internally illuminated, automatic changeable copy, and blinking and/or flashing lighted signs are not permitted within three hundred (300) feet of a Preserve.

(6) Stormwater Management Criteria. Refer to the City of Kalamazoo Performance Standards for Groundwater Protection within Wellhead Protection Capture Zones for additional information and definitions.

Table 6.2-6 Prohibited Planting List

Common Name	Scientific Name
Trees	
Norway Maple	<i>Acer platanoides</i>
Tree-of-Heaven	<i>Ailanthus altissima</i>
Silktree	<i>Albizia julibrissin</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Black Locust	<i>Robinia pseudoacacia</i>
Siberian Elm	<i>Ulmus pumila</i>
Callery Pear	<i>Pyrus calleryana</i>
Shrubs	
Japanese Barberry	<i>Berberis thunbergii</i>
Common Barberry	<i>Berberis vulgaris</i>
Autumn Olive	<i>Elaeagnus umbellata</i>
Glossy Buckthorn	<i>Frangula alnus</i>
Common or European Privet	<i>Ligustrum vulgare</i>
Showy Fly Honeysuckle (or hybrid)	<i>Lonicera x.bella</i>
Amur Honeysuckle	<i>Lonicera maackii</i>
Morrow Honeysuckle	<i>Lonicera morrowii</i>
Tatarian Honeysuckle	<i>Lonicera tatarica</i>
Common Buckthorn	<i>Rhamnus cathartica</i>
Multiflora Rose	<i>Rosa multiflora</i>
Japanese Meadowsweet	<i>Spiraea japonica</i>
European Cranberrybush	<i>Viburnum opulus</i>
Vines	
Asian Bittersweet	<i>Celastrus orbiculatus</i>
Black Swallow-wort	<i>Cynanchum louiseae</i>
European Swallow-wort	<i>Cynanchum rossicum</i>
English Ivy	<i>Hedera helix</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Grasses	
Reed Canary Grass	<i>Phalaris arundinacea</i>
Common Reed	<i>Phragmites australis</i>

Common Name	Scientific Name
Herbs	
Garlic Mustard	<i>Alliaria petiolata</i>
Spotted Knotweed	<i>Centaurea biebersteinii</i> or <i>C. maculata</i>
Canada Thistle	<i>Cirsium arvense</i>
Bull Thistle	<i>Cirsium vulgare</i>
Leafy Spurge	<i>Euphorbia esula</i>
Dame's Rocket	<i>Hesperis matronalis</i>
Creeping Jenny or Moneywort	<i>Lysimachia nummularia</i>
Purple Loosestrife	<i>Lythrum salicaria</i>
Japanese Knotweed	<i>Polygonum cuspidatum</i>
Giant Knotweed	<i>Polygonum sachalinense</i>
Crown Vetch	<i>Securigera varia</i>

(a) Channel Protection Performance Standard. Parcels half (1/2) acre or greater shall maintain the post-development project site runoff volume and peak flow rate at or below pre-development levels for all storms up to the ten (10) year, twenty-four (24) hour event.

(b) Water Quality Treatment Runoff Volume Standard. The first one (1) inch of runoff generated from the entire parcel must be treated using one of the following.

[1] Multiple Methods. Two or more BMPs shall be utilized with at least twenty-five (25) percent of the required runoff volume treated by BMPs from the Low Impact Development Manual for Michigan, Table 7.1 BMP Matrix Table from "Runoff Volume/Infiltration" and "Runoff Volume/Non-infiltration" categories.

[2] Underground Methods. All required runoff shall be treated by underground detention or infiltration BMPs.

[3] Non-Infiltration Methods. Sites requiring non-infiltration BMPs, such as those with contamination or within A3.5 Wellhead Protection Overlay, use BMPs from Low Impact Development Manual for Michigan, Table 7.1 BMP Matrix Table, "Runoff Quality/Non-infiltration" category.

(c) Maintenance Agreement. A Stormwater Operation and Maintenance Agreement is required by and between the City of Kalamazoo and the owner of the property when Stormwater BMPs are used.

(d) Exceptions. Development or redevelopment of a single family home or duplex is exempt from these Stormwater standards.

(7) Fill Materials. Use of fill material containing regulated substances above any State and/or Federal cleanup criteria for soils is prohibited. Fill material shall be sourced as follows.

(a) Fill material shall not be sourced from industrial or commercial sites where hazardous materials were used, handled, or stored or from unpaved parking areas.

(b) Fill material shall not be sourced from sites that contain species that are legally designated by the State of Michigan as prohibited or restricted.

(8) Protection During Construction. A temporary construction fence is required to protect Natural Features and not-to-be disturbed areas, such as those designated to meet pervious lot coverage requirements, during the duration of any site work or construction,

(a) Fence Construction. Construction fences shall be erected as follows.

[1] Fencing must be built using posts six (6) feet in height, spaced no more than eight (8) feet apart on center and buried at least two (2) feet below grade.

[2] Fence must have two (2) cross beams placed approximately at two (2) and six (6) feet above grade.

[3] Plastic mesh barrier fence shall be affixed to the front of the posts.

(b) Fence Placement. Refer to Figure 6.2-5 Placement of Construction Fencing. Fencing shall be located no closer than the required setback or edge of a not-to-be disturbed area.

[1] Where a tree is located in the setback or not-to-be disturbed area, the fencing shall be placed to protect the

CRZ. Refer to Figure 6.2-5 Placement of Construction Fencing.

[2] Trees and Woodlands protected through 50-6.2F and 50-6.2G shall have construction fencing placed outside of the CRZ.

(c) Prohibited Activities. The following activities are prohibited within the construction fencing.

[1] Spreading of soil spoils.

[2] Heavy equipment and vehicle traffic.

[3] Storage of construction materials and debris.

[4] Site grading changes that increase or decrease the moisture conditions within a CRZ on a temporary or permanent basis.

L. NFP Review Bodies and Processes. Projects located in the NFP Overlay District require special review.

(1) Project Review. Review of projects in the NFP Overlay District shall occur as follows.

(a) Where Site Plan is not required. Administrative review of the site development or construction permit request shall be completed by the City Planner or designee.

(b) Where Site Plan is required. The NFP Review Board shall review the NFP Plan in conjunction with the Site Plan Review process. NFP Review Board approval is required for a project to achieve Site Plan approval.

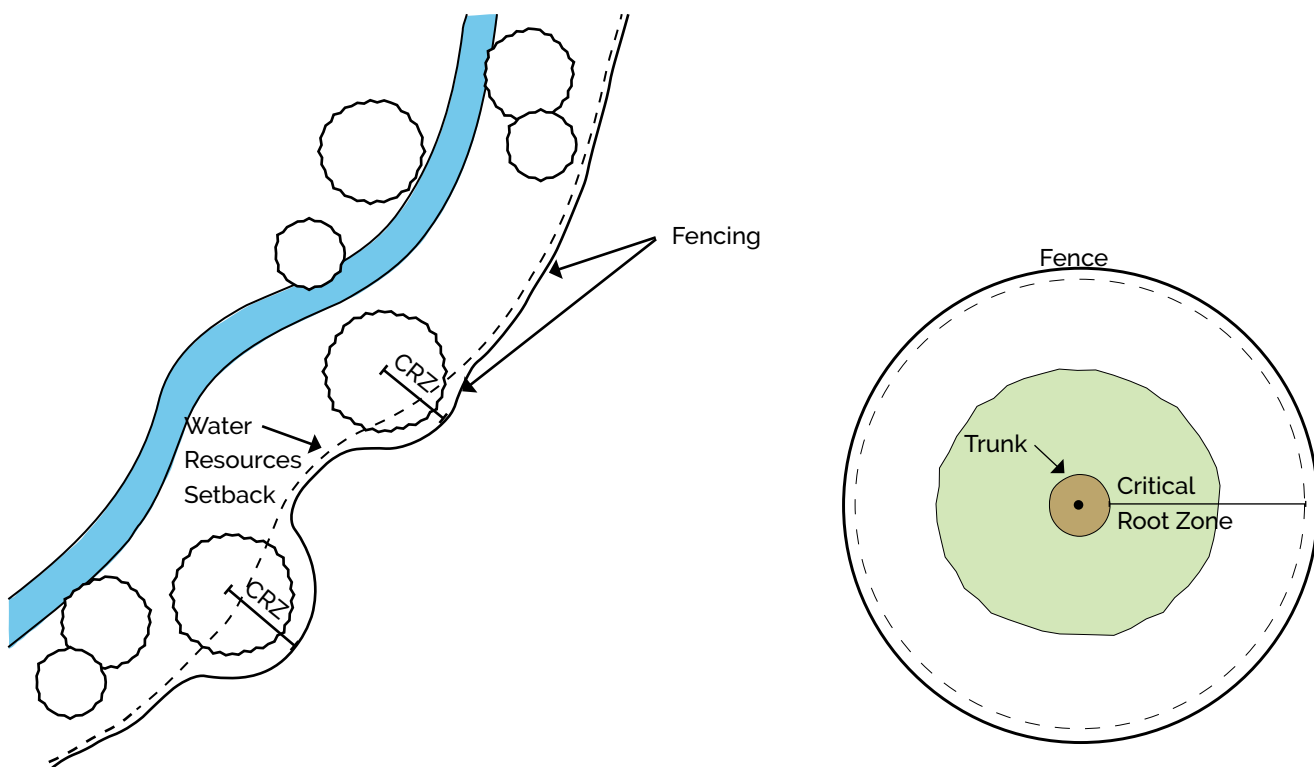


Figure 6.2-5 Placement of Construction Fencing

(c) Where Site Plan is required and a zoning review from the Planning Commission is requested and/or Zoning Board of Appeals is requested or the site is located within one hundred (100) feet of a Wetland or Water Resource or adjacent to land publicly used for open space or recreation, the following shall occur prior to review by the NFP Review Board.

[1] Owner or developer shall send notice by first class postage paid of a project in the NFP Overlay District to all property owners and occupants within three hundred (300) feet of the parcel and the neighborhood association or contact.

[2] Notice shall at a minimum include information on the proposed project, a location (physical or digital) where plans can be reviewed, instructions on how to provide comments, and a timeline for project review and construction.

[3] Notice shall be postmarked a minimum of fourteen (14) days before application is made for review by the NFP Review Board.

(2) NFP Review Board. A board will be formed to review projects in the NFP Overlay District.

(a) Intent. The NFP Review Board will review projects to ensure the standards of the NFP Overlay District are met and assist the City with regular review of the NFP standards, map, outreach, and City-wide education.

(b) NFP Review Board Members.

[1] Board will be comprised of seven (7) members.

[2] Members will be those who live or work in the greater Kalamazoo community.

[3] At a minimum, the Board must have at least one (1) member with education or experience in each of the following features in this Chapter: 1) water resources/wetlands, 2) plants/trees, 3) slopes, and 4) site development/building construction.

[4] Board members are to be appointed by the Mayor and approved by the City Commission.

[5] A City staff will be appointed by the City Planner to be the Board's liaison.

(c) The NFP Review Board is subject to the Open Meetings Act, MCL 15.261 et seq. and shall establish its own by-laws and meeting procedures.

(3) Relief from NFP Overlay District Standards. Relief from the NFP Overlay District Standards may be sought from the Zoning Board of Appeals.

(a) Criteria. Relief from the NFP Overlay District Standards in 50-6.2 may be granted when all the following conditions are met.

[1] The parcel cannot be reasonably utilized for its zoned use without the requested relief.

[2] The extent of relief requested is the minimum needed to permit reasonable utilization of the site.

[3] It is demonstrated that the relief can be granted without substantial detriment to the public good and will not substantially impair the intent and the purpose of the NFP Overlay District.

[4] The requested relief is balanced by the use of conservation and/or green development tools and actions, such as utilizing Stormwater BMPs from the Michigan Low Impact Development Manual that promote infiltration, restoration or expansion of a Natural Feature on the site, or use of Wild-type native plants or desired trees as detailed in Table 6.2-5 Replacement Trees.

(b) Process. The following process shall be followed when relief is sought from 50.6-2 NFP Overlay District.

[1] NFP Review Board shall review the request using the NFP Site Plan documentation and make a recommendation on the requested relief to the Zoning Board of Appeals.

[2] Application for relief from the Zoning Board of Appeals must include the NFP Review Board's recommendation.

M. Bonding of Projects.

(1) Intent. To ensure the protection of Natural Features, a financial assurance will be required when seeking site development permits for a lot or structure from the City of Kalamazoo.

(2) Applicability. The following financial assurances shall be required for NFP projects that require Site Plan approval.

(a) A bond is required for projects in the NFP Overlay District valued at \$100,000 or more.

(b) A lien shall be applied to parcels for projects in the NFP Overlay District valued under \$100,000.

(3) Financial Assurance Amount. The amount of the assurance shall be in an amount satisfactory to the City to restore and/or stabilize a Natural Features that has been disturbed, not properly managed during site work or construction, or has been abandoned for more than six (6) months.

(4) Release of Financial Assurance. The assurance shall be released when a Certificate of Occupancy is granted. Except when a project includes a vegetated buffer or required tree planting where the assurance may be reduced by sixty (60) percent at the time of the Certificate of Occupancy is granted with the remaining percentage released no sooner than three (3) years after the granting of the Certificate of Occupancy.

N. Penalty. A violation of the provisions of this Chapter is a municipal civil infraction punishable as follows.

(1) Any person, firm, or corporation violating any provision of this Chapter is responsible for a municipal civil infraction and shall be fined up to \$2,500 for each violation. A civil infraction citation for a violation of this Chapter may be issued by the Building Official, or by such person as the City Commission or City Manager may designate.

(2) Each day a violation exists or continues shall be deemed as a separate offense.

(3) Any person, firm, or corporation found responsible for a subsequent violation of this Chapter within two years of having been found or admitted responsible for a violation of this Chapter shall be responsible for a civil fine of up to \$5,000.

(4) Imposition of court-imposed costs.

(5) Issuance of an order by the court to replace, mitigate, or restore a Natural Feature damaged or destroyed by a violation.

Article 7. Parking & Loading Regulations

50-7.1 General Requirements.

A. Applicability. Unless otherwise stated, parking and loading shall be provided as is outlined in this Chapter.

B. General Provisions.

(1) Accessible Parking. Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state and federal building or accessibility requirements, including quantity, size, location, and accessibility.

(2) Requirements for Unlisted Uses. Parking spaces will be provided as detailed in Table 7.2-1. If a use is not listed, the City Planner is authorized to apply standards for a use deemed as similar. In the instance where an equivalent may not be clearly determined, the City Planner may require a parking study, transportation management plan, or other evidence that will help determine the appropriate requirements.

C. Exempt Areas.

(1) Downtown. Lots located in the Downtown Exempt Parking Area (refer to Figure 7.1-1) are exempt from the requirement to provide off-street parking spaces. Spaces that are provided must adhere to all applicable requirements including design, layout, and landscaping.

(2) Nodes. Lots in the Node Districts are subject to a twenty-five (25) percent reduction of the required off-street parking. Spaces that are provided must adhere to all applicable requirements, including design, layout and landscaping.

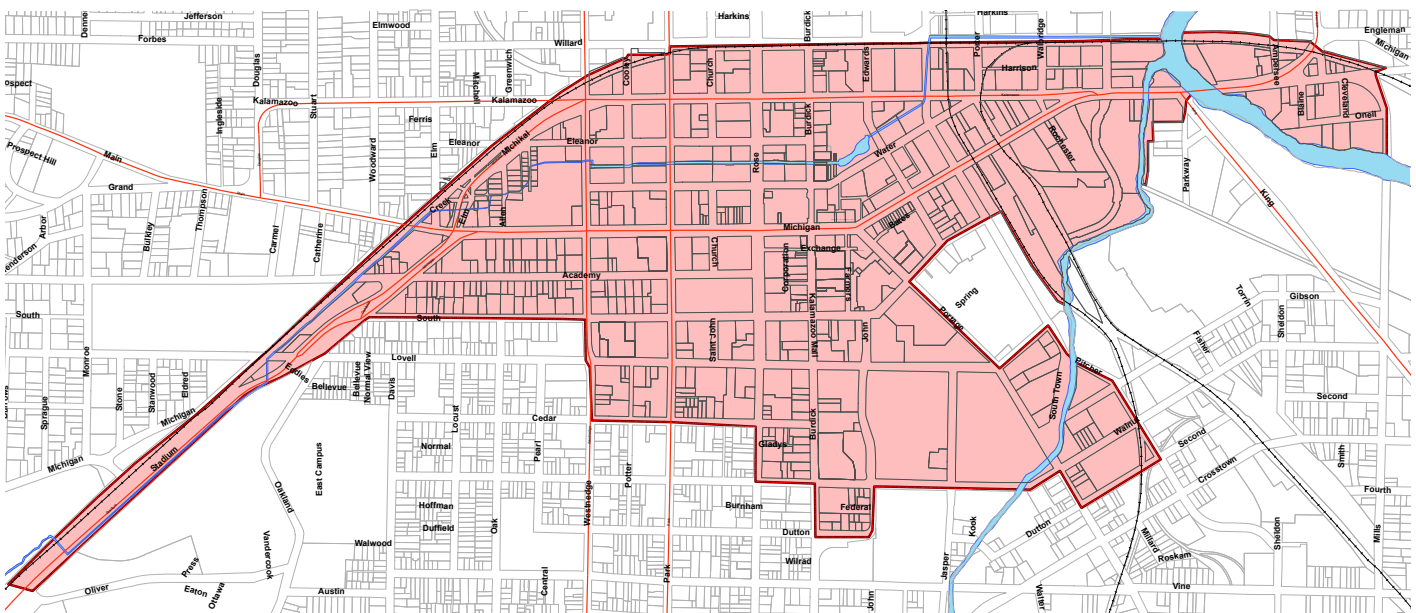


Figure 7.1-1 Downtown Exempt Parking Map

(3) Small Commercial Establishments. A commercial establishment, including the non-manufacturing element of craftsman industrial, containing up to 2,000 square feet of floor area, located in a building constructed on or before October 18, 2005, and not located in the Community Commercial zoning district, shall be exempt from all requirements to provide off-street parking spaces.

50-7.2 Required Vehicular Off-Street Parking Spaces.

A. Required Parking Table. Table 7.2-1 outlines the required off-street parking spaces. Total required vehicular parking spaces should be determined using the following parameters in addition to Table 7.2-1.

(1) Fractions. In determining the number of spaces required, any fraction of spaces required under $1/2$ shall be disregarded; a fraction **equal to or** greater than $1/2$ shall be rounded up to count as one (1) space.

(2) Maximum Parking Spaces Provided. Off-street parking may not be provided in an amount greater than 110% of the minimum parking requirement.

(3) On-Street Parking Credit.

(a) Up to twenty (20) percent of the parking requirement for commercial and industrial-craftsman uses can be met with on-street parking located within 660' of the site.

(b) Up to twenty (20) percent of the parking requirement for residential uses can be met with on-street parking located within 660' of the site where overnight parking is permitted.

(4) Shared Parking. Credit for shared off-street parking is calculated as follows.

(a) Off-Site Location. Spaces in **off-site** parking facilities within 660' can be applied to the parking requirements for a lot.

(b) Multiple Uses Credit. When multiple uses share parking facilities, the quantity of spaces provided should be calculated as follows.

[1] Shared Peak Demand Times. Businesses with the same peak parking demand times that share parking facilities **shall** reduce the quantity provided by five (5) percent.

[2] Different Peak Demand Times. Business with different peak parking demand times, can reduce their required parking spaces using Table 7.2-2 Parking Times Per Use Category.

[a] Determine the required number of spaces per use, following Table 7.2-1 Required Parking Table.

[b] Applying the percentages in Table 7.2.2, determine the number of spaces needed per use in each of the six (6) time periods.

[c] For each time period, add the number of spaces needed for all applicable use categories to obtain a total for each of the six (6) time periods.

[d] The time period with the highest total of parking spaces, is the number of spaces required for the site.

Table 7.2-1 Required Parking Table

Use	Required Spaces
Residential/Lodging	
Hotel/Motel	.75 spaces/1 guest room plus 1 space/employee on largest shift; CC District: 1 space/1 guest room plus 1 space/employee on largest shift
Bed & Breakfast	1 space/guest room, 1 space for innkeeper/home occupant
Dormitory	1 space/3 beds or per City Approved Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/employee on largest shift, 1 space/facility vehicle, 1 space/5 beds
Residential	1 space/dwelling unit ¹
Residential: Senior Housing	.5 space/dwelling unit
Residential: Off-Campus Student Housing/RM-15C	2 spaces/dwelling unit
Rooming House	1 space/unit or bedroom
Transitional Residence	1 space/2 employees on largest shift
Civic/Institutional Uses	
Assembly/Theatre	1 space/3 persons permitted at maximum occupancy
Assembly, Religious	1 space/6 seats in worship area or 1 space/40 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/3 beds or per City Approved Campus Master Plan
Library & Museum	1 space/3 persons permitted at maximum occupancy
Police & Fire Station/Utilities & Public Services	1 space/employee on largest shift
School	2 spaces/3 employees as largest shift, plus 1 space/10 students enrolled in grades 10-12

¹ For detached and attached dwelling units, up to 2 spaces per unit are permitted.

Use	Required Spaces
Commercial	
Agriculture	1 space/employee on largest shift
Day Care	1 space/employee on largest shift, in addition commercial facilities: 1 space/5 children permitted at maximum occupancy
Eating & Drinking Establishments	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Participant)	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Spectator)	1 space/6 fixed seats or 1 space/40 square feet without seats
Retail/Services	1 space/330 square feet
Kennels	1 space/employee on largest shift, 1 space/3 animals permitted at maximum occupancy
Office	1 space/300 square feet
Outdoor Sales & Storage	1 space/employee at largest shift, 1 space/2,500 square feet outdoor sales area
Vehicle Service	1 space/200 square feet floor area; in addition vehicle repair 2 spaces/repair bay or area
Vehicle Service: Car Wash	1 space/employee on largest shift
Industrial	
Craftsman Industrial	1 space/employees on largest production shift, 1 space/500 square feet retail
Industrial	1 space/2 employees on largest shift

Table 7.2-2 Parking Times Per Use Category

Uses Category	Weekdays			Weekends		
	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight
Residential	100%	50%	80%	100%	80%	80%
Hotel/Motel/Bed & Breakfast	100%	65%	100%	100%	65%	100%
Assembly- Religious	0%	30%	50%	0%	100%	75%
Retail & Services	5%	100%	80%	5%	100%	60%
Eating & Driving Establishments	50%	70%	100%	70%	60%	100%
Entertainment (Spectator, Participant) & Assembly	5%	30%	100%	5%	80%	100%
Office	5%	100%	5%	5%	5%	5%

(5) Bicycle Facilities. For every ten (10) required bicycle parking spaces, the required number of vehicular spaces may be reduced by one (1). Refer to 50-7.3 Required Bicycle Parking.

(6) Administrative Reduction. City Planner may reduce the number of required parking spaces by up to ten (10) percent if the applicant can document that the required number of parking spaces will not be fully utilized.

B. Vehicular Parking Design and Location. Vehicular parking facilities shall be provided using the following standards.

(1) Design. Vehicular parking shall be designed as follows.

(a) Space Dimension. Parking space design shall follow the dimensions in Table 7.2-3 Parking Space and Aisle Dimensions and Figure 7.2-1 Parking Space and Drive Aisle Dimensions

(b) Wheel Stops. Wheel stops or bumper guards are required for spaces adjacent to property lines, landscape buffers, and pedestrian pathways, internal to site or in public right-of-way.

(c) Tandem Spaces. Tandem spaces are permitted as follows.

[1] Two (2) spaces may be placed in tandem provided one (1) space is accessible by an aisle, driveway, or alley.

[2] Tandem spaces are permitted for use by residential units only and must be utilized by the occupants of the same dwelling unit.

(d) Slope. All parking areas, driveways, and sidewalk access to parking areas shall meet the requirements of the American Disabilities Act.

(e) Materials. Parking areas may be designed with impervious or semi-pervious materials, such as concrete, asphalt, macadam, brick, and stone.

[1] Gravel and crushed stone are permitted for parking lots for residential parking areas up to ten (10) spaces and for all parks and open space uses. Additional application of these types of material may be permitted with approval of the City Planner.

(f) Landscape Areas.

[1] Areas not used for sidewalks, parking spaces, drive aisles, loading, or refuse shall be constructed and maintained as landscaped areas.

[2] The perimeter of a parking lot shall be treated with fencing and/or landscaping along all property lines following Appendix A 6.2 Landscaping and Open Spaces

(g) Lighting. Parking areas with fifty (50) or more spaces must be lit per Appendix A 6.4 Lighting.

(h) Pedestrian Access. Parking lots with more than two (2) double-loaded aisles will provide internal pedestrian access both through the lot, and if directly adjacent to right-of-way, from the adjacent right-of-way to the structure(s).

[1] Dimension. The pedestrian access pathway shall be at least six (6) feet in width.

[2] Location. The pathway(s) shall be centrally located.

Table 7.2-3 Parking Space & Aisle Dimensions

Angle of Parking	Stall Dimensions			Drive Aisle Width	
	Curb Length	Stall Width	Stall Depth	One-Way	Two-Way
0 Degrees (Parallel)	18'	8'	18'	12'	20'
45 Degrees	12'	8.5'	18'	12'	20'
60 Degrees	10'	8.5'	18'	18'	20'
90 Degrees	8.5'	8.5'	18'	20'	20'

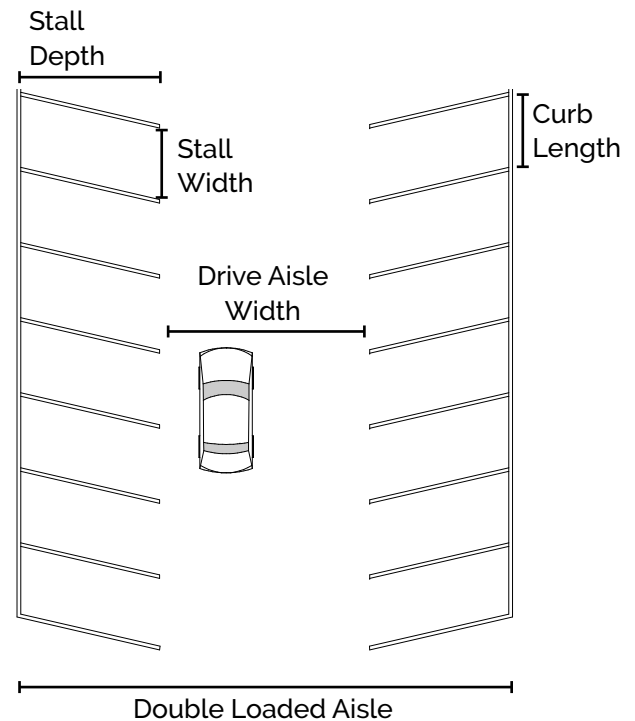


Figure 7.2-1 Parking Space and Drive Aisle Dimensions.

[3] Buffer. The pathway shall be buffered from drive aisles with landscaping or designated parking stalls and delineated with paint where it crosses drive aisles.

(2) Vehicular Parking Location. **If located in a district with lot type standards, refer to these standards for parking lot location.** In addition the following applies.

(a) Access. All spaces, unless otherwise noted, shall front an drive aisle, driveway, or right-of-way, providing direct access the parking space.

(b) Parking in Yards. Parking of motorcycles and personal vehicles are not allowed in front yards except on driveways, permitted parking area, or within structures.

(c) Recreational Vehicles. Trailers, motor homes, recreational vehicles, boats, or other similar vehicles may be parked as follows.

[1] Recreational Vehicles shall not be stored in a front yard or front or corner build-to zone unless in a garage or carport; except vehicles may be parked for up to seventy-two (72) hours for loading and unloading purposes.

[2] Recreational Vehicles can be stored in the side or rear yards.

[3] Recreational Vehicles must be kept in good repair and carry a current license and registration.

[4] A maximum of two (2) recreational vehicles can be stored out of doors on a lot at a time; there is no limit as it relates to vehicles within fully enclosed structures.

Table 7.3-1 Required Bicycle Parking Table

Use	Required Spaces
Residential/Lodging	
Bed & Breakfast/Hotel/Motel	1 space/7 employees
Dormitory	1 space/5 beds or per City Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/7 employees
Residential	1 space/5 dwelling units
Civic/Institutional Uses	
Assembly/Theatre	1 space/50 persons permitted at maximum occupancy
Assembly, Religious	1 space/50 seats in worship area or 100 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/15 employees or per City Approved Campus Master Plan
Library & Museum	1 space/7 employees
Parks & Open Space	1 space/5,000 square feet of land area or per City Parks & Recreation Plan
School	2 spaces/classroom
Commercial & Industrial	
Agriculture	1 space/5 employees or gardeners
Eating & Drinking Establishments & Entertainment Sports (Participant)	1 space/15 persons permitted at maximum occupancy
Office/Employment Uses/Other	1 space/7 employees
Parking, Stand Alone Surface Lot or Garage/Ramp	1 space/15 parking spaces
Retail/Services	1 space/7 employees

50-7.3 Required Bicycle Parking.

A. Required Bicycle Parking Table. Table 7.3-1 outlines the required spaces for bicycle parking. Total required bicycle parking spaces should be determined using the following parameters in addition to Table 7.3-1.

(1) Calculation. At least one (1) space is required. Beyond the first space, in determining the number of spaces required, any fraction of spaces required under 1/2 shall be disregarded; a fraction greater than 1/2 shall be rounded up to count as one (1) space.

(2) Public Bicycle Parking Spaces. Parking facilities within public spaces, such as street rights-of-way, can count toward the requirement for non-residential uses. All facilities located within a public right-of-way, require review and approval of an encroachment agreement with the City.

B. Bicycle Parking Design and Location. Bicycle parking facilities shall be provided using the following standards.

(1) Design. Bicycle parking shall be designed as follows.

(a) Space Size. Each bicycle parking space must be at least six (6) feet long and two (2) feet wide with a five (5) foot access aisle.

(b) Bicycle Racks. Bicycle racks must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Provide at least two (2) points of contact to allow locking of frame and at least one (1) wheel.

[3] Be constructed of materials that resist cutting, rusting, bending, or deformation.

(c) Lockers. Lockers must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Be secured by means of a lockable door or configured internally to allow locking of the frame and at least one (1) wheel.

(2) Location. Bicycle parking shall be located as follows.

(a) Visible Location. If not visible from the street or public entrance, a directional sign must be posted indicating location. Adherence to the Manual On Uniform Traffic Control Devices for signage is recommended.

(b) Structured Parking. If more than fifty (50) percent of a site's vehicular parking is in a covered area or structure, the required spaces shall also be located in the covered area or structure or otherwise protected from the weather.

50-7.4 Off-Street Loading Requirements.

A. Off-Street Loading. Construction of new buildings that are expected to have deliveries by vehicles rated as heavy duty must provide off-street loading facilities as follows.

(1) Design. Each loading space shall be a minimum of ten (10 feet) in width, twenty-five (25) feet in length, and fourteen (14) feet in height.

(2) Location. Loading areas shall be located as follows.

(a). All off-street loading areas. **Regardless of truck type, loading areas** shall not be located **in the front build-to zone** and may not occupy any part of a required front or **corner** yard.

(b) Loading areas shall not be located closer than fifty (50) from a residentially zoned lot unless it is wholly enclosed within the building or by walls.

(c) Loading areas must be separate from pedestrian facilities and pathways.

50- 7.5 Driveway Access Design.

A. Driveways. Driveways will be designed as follows.

- (1) Driveway Width. Driveway width is measured at the front property line and shall adhere to the following.
 - (a) Single-lane Driveways. Single-lane driveways shall be between eight (8) feet and twelve (12) feet.
 - (b) Double-lane Driveway. Double-lane driveways shall be between twenty (20) feet and twenty-four (24) feet, unless the driveway serves the off-street loading area, where a larger driveway may be required based on site plan review.
- (2) Double Track Driveways. Double-track, wheel strip, or ribbon driveways are permitted as follows.
 - (a) The first two (2) feet of the entire driveway width, measured from the property line, must paved or covered with a permitted material..
 - (b) Wheel strip shall be at least eighteen (18) inches in width
 - (c) Area between the wheel strips must be landscaped with living ground cover.
- (3) Materials. Driveways may be designed with impervious or semi-pervious materials. such as concrete, asphalt, macadam, brick, and stone.
 - (a) Gravel and crushed stone are permitted for residential driveways accessing parking areas up to ten (10) spaces. Additional application of these types of material may be permitted with approval of the City Planner.
- (4) Maximum Coverage of Front Yard. Driveways cannot account for more than thirty (30) percent of the front yard of a lot.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.11.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Eric T. Sajtar, PE, Senior Civil Engineer

DATE: April 20, 2020

SUBJECT: Texas Township Utility Easement

RECOMMENDATION:

It is recommended that the City Commission approve and accept the easement with Texas Township for water main and an access road planned to be installed as part of the 6th Street South Tank and Water Main Extension Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

Construction of new water main is planned for the 6th Street South Tank and Water Main Extension Project. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, Texas Township in collaboration with the City of Kalamazoo Attorney have drafted this agreement for approval.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Water Distribution System Operation and Maintenance

Strategic Goal Impact:

Safe Community- Creating a safe environment for living, working, and playing

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform

Discussion:

Engagement/Communication Tools

Water Resources has been working with EGLE and Texas Township on this project.

FISCAL IMPACT:

The funding for the \$30 fee for to the Kalamazoo County Register of Deeds is available in the City's 2020 Water Capital Improvement Budgets in Project #wat0200080.

PUBLIC UTILITY EASEMENT

THIS AGREEMENT dated _____, 2020 between Texas Charter Township, a Michigan municipal corporation, whose address is 7110 West Q Avenue, Kalamazoo, Michigan 49009 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at 6321 South 6th Street in the Township of Texas and County of Kalamazoo, which is more specifically described on the attached Exhibit A, Sheet 1 ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with 6th Street South Water Tower Project.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibit A, Sheets 1 and 2. ("Easement Area")
- 2. Purpose of the Easement. The City shall use the Easement Area for the purpose of access, constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the City's water supply system and other public utilities systems placed within the Easement Area. ("Utility Activities")
- 3. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary

through the Property, in order to carry out the Utility Activities, subject to the following conditions:

- a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
 5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
 6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
 7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
 8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
 9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a). *[If consideration is actually paid, transfer taxes will be assessed based on the amount paid under both MCL 207.505 & 526]*

Texas Charter Township

By: Julie VanderWiere
Julie VanderWiere
Its: Superintendent

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on March 10,
2020 by Jennie L Miller, on behalf of the Grantor.

Jennie L Miller
Jennie L Miller, Notary Public
Kalamazoo County, Michigan
My commission expires: 01/12/2025

CITY OF KALAMAZOO

By: _____
James K. Ritsema
Its: City Manager

JENNIE L MILLER
Notary Public, Van Buren County, MI
My Commission Expires 1/12/2025
Acting in Kalamazoo County, MI

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____,
20__ by James K. Ritsema for and on behalf of the Grantee, the City of Kalamazoo, its
City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By & After Recording Return To:
The Office of City Attorney
241 W. South St.
Kalamazoo, MI 49007
(269) 337-8185

EXHIBIT A: PROPERTY AND EASEMENTS DESCRIPTIONS

LEGAL DESCRIPTION (39-09-10-176-010)

(BASED ON TITLE POLICY ISSUED BY: ATA NATIONAL TITLE GROUP, FILE No.: 39-19637190-SSP)

The lands referred to herein below are situated in the Texas Township, Kalamazoo County, State of Michigan, described as follows:

The North 1/2 of the SW 1/4 of the NW 1/4 of Section 10, Town 3 South, Range 12 West. Also, the SE 1/4 of the NW 1/4 of Section 10, Town 3 South, Range 12 West, excepting therefrom the East 190 feet thereof.

AND

Beginning at the NW corner of Section 10, Town 3 South, Range 12 West; thence East on the North line of Section 10, 661.90 feet; thence South 1327.25 feet; thence West 666.30 feet to the West line of Section 10; thence North on the West line of Section 10, 1326.0 feet to the Point of Beginning. Excepting the North 480 feet thereof. Subject to all easements and restrictions of record, if any.

WATER MAIN AND ACCESS DRIVE EASEMENT

A 40 foot easement for water main and access drive being part of land situated in the NW 1/4 of Section 10, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan, described as follows:

Commencing at the NW corner of said Section 10; thence S 00°53'00" W 1325.18 feet along the West line of said Section 10; thence S 88°49'58" E 33.0 feet to the Point of Beginning; thence continuing S 88°49'58" E 442.09 feet; thence S 66°20'12" E 188.05 feet; thence S 88°49'43" E 665.57 feet; thence S 88°49'58" E 724.74 feet; thence S 00°48'40" W 40.0 feet; thence N 88°49'58" W 724.99 feet; thence N 88°49'43" W 478.28 feet; thence S 01°10'16" W 28.0 feet; thence N 88°49'44" W 20.0 feet; thence N 01°10'16" E 28.0 feet; thence N 88°49'43" W 175.24 feet; thence N 66°20'12" W 188.05 feet; thence N 88°49'58" W 433.94 feet; thence N 00°53'00" E 40.0 feet along the East right of way line of S 6th Street to the Point of Beginning.

Contains 81,377 square feet or 1.868 acres of land, more or less. Subject to all easements and restrictions of record, if any.

WATER MAIN EASEMENT

A 20 foot easement for water main being part of land situated in the NW 1/4 of Section 10, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan, described as follows:

Commencing at the NW corner of said Section 10; thence S 00°53'00" W 1325.18 feet along the West line of said Section 10; thence S 88°49'58" E 2348.69 feet to the Point of Beginning; thence continuing S 88°49'58" E 20.0 feet; thence S 00°48'40" W 30.0 feet; thence N 88°49'58" W 20.0 feet; thence N 00°48'40" E 30.0 feet to the Point of Beginning.

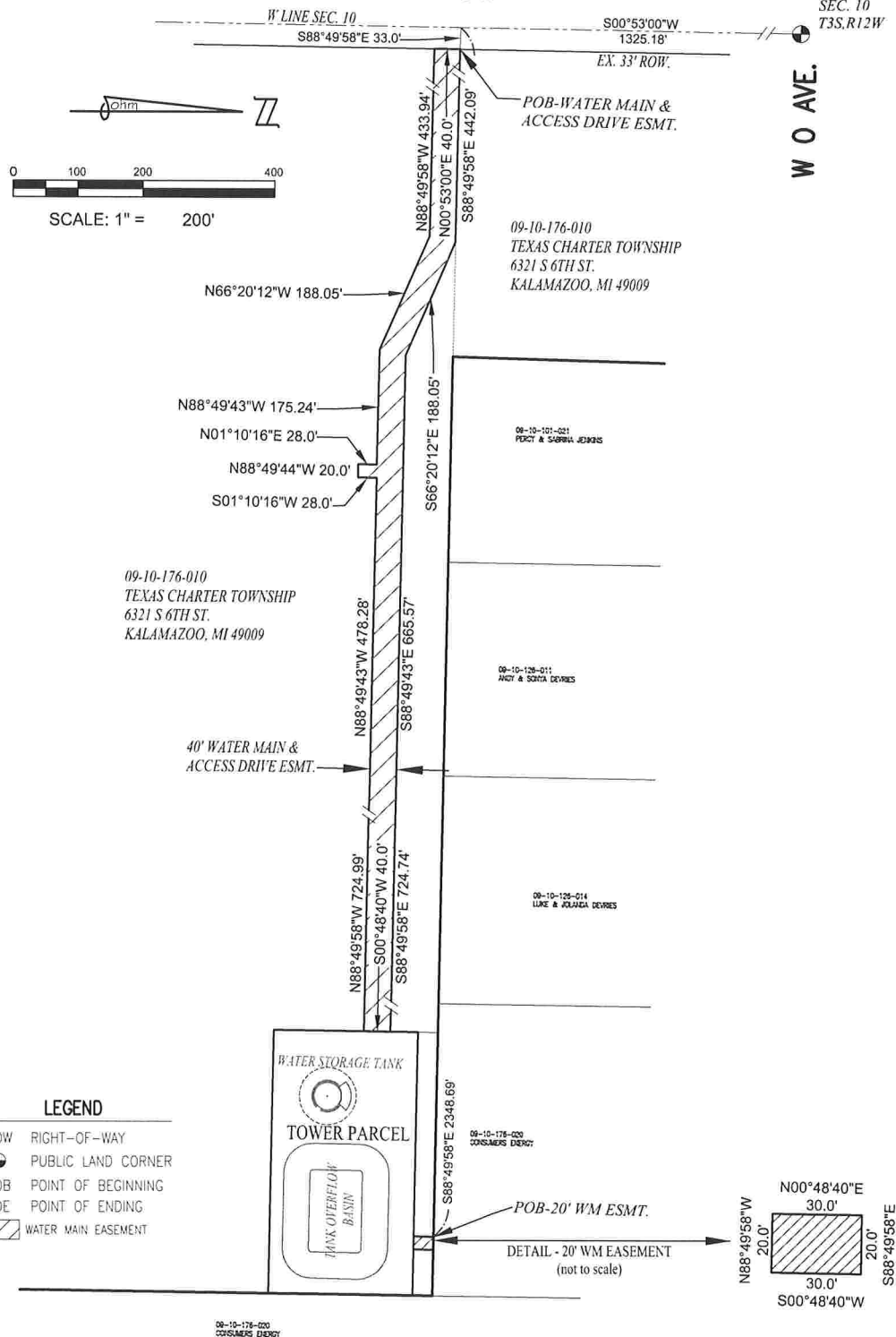
Contains 600 square feet or 0.014 acres of land, more or less. Subject to all easements and restrictions of record, if any.

EASEMENTS DESCRIPTION		SCALE 1"=200'
PART OF THE NW 1/4 OF SECTION 10 T.3S., R.12W., TEXAS TOWNSHIP, KALAMAZOO COUNTY		SHEET 1
PARCEL ID# 09-10-176-010		OF 2
DATE: 11-22-19	CLIENT: CITY OF KALAMAZOO	JOB # 0039-18-0020
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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S 6TH ST.

W O AVE.



SCA
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OS

DATE:	CURT:	JOB #
11-22-19	CITY OF KALAMAZOO	0039-18-0020
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		





City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.12.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Anna C. Crandall, EIT, Senior Civil Engineer - Water Resources

DATE: April 20, 2020

SUBJECT: Bronson Primary Care – Richland Utility Easement

RECOMMENDATION:

It is recommended that the City Commission approve and accept the easement with Bronson Methodist Hospital for water main installed as part of the Bronson Primary Care – Richland Construction Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

Construction of new water main was recently completed for the Bronson Primary Care – Richland Construction Project. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, Bronson Methodist Hospital in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Records Management Tracking, review, and oversight of department records.

Strategic Goal Impact:

Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register for the grant of the easement as this project was solely contribution in aid.

PUBLIC UTILITY EASEMENT

THIS AGREEMENT dated _____, 2020 between Bronson Methodist Hospital, a Michigan non-profit corporation, whose address is 601 John St, Kalamazoo, MI 49007 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at E. C. Ave., Richland Township in the County of Kalamazoo, which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the City of Kalamazoo for public water utilities.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibit B. ("Easement Area")
- 2. Purpose of the Easement. The City shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the city's water supply system and other public utilities systems placed within the Easement Area. ("Utility Activities")
- 3. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary through the Property, in order to carry out the Utility Activities, subject to the following conditions:

- a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
 5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
 6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
 7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
 8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
 9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a). *[If consideration is actually paid, transfer taxes will be assessed based on the amount paid under both MCL 207.505 & 526]*

Bronson Methodist Hospital

By: _____

Its: SUP

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on March 18, 2020 by Michael S. Way, on behalf of the Grantor.

Lisa B. Currie

Lisa B. Currie Notary Public
Kalamazoo County, Michigan
My commission expires: 12-29-2020

CITY OF KALAMAZOO

By: _____

James K. Ritsema

Its: City Manager

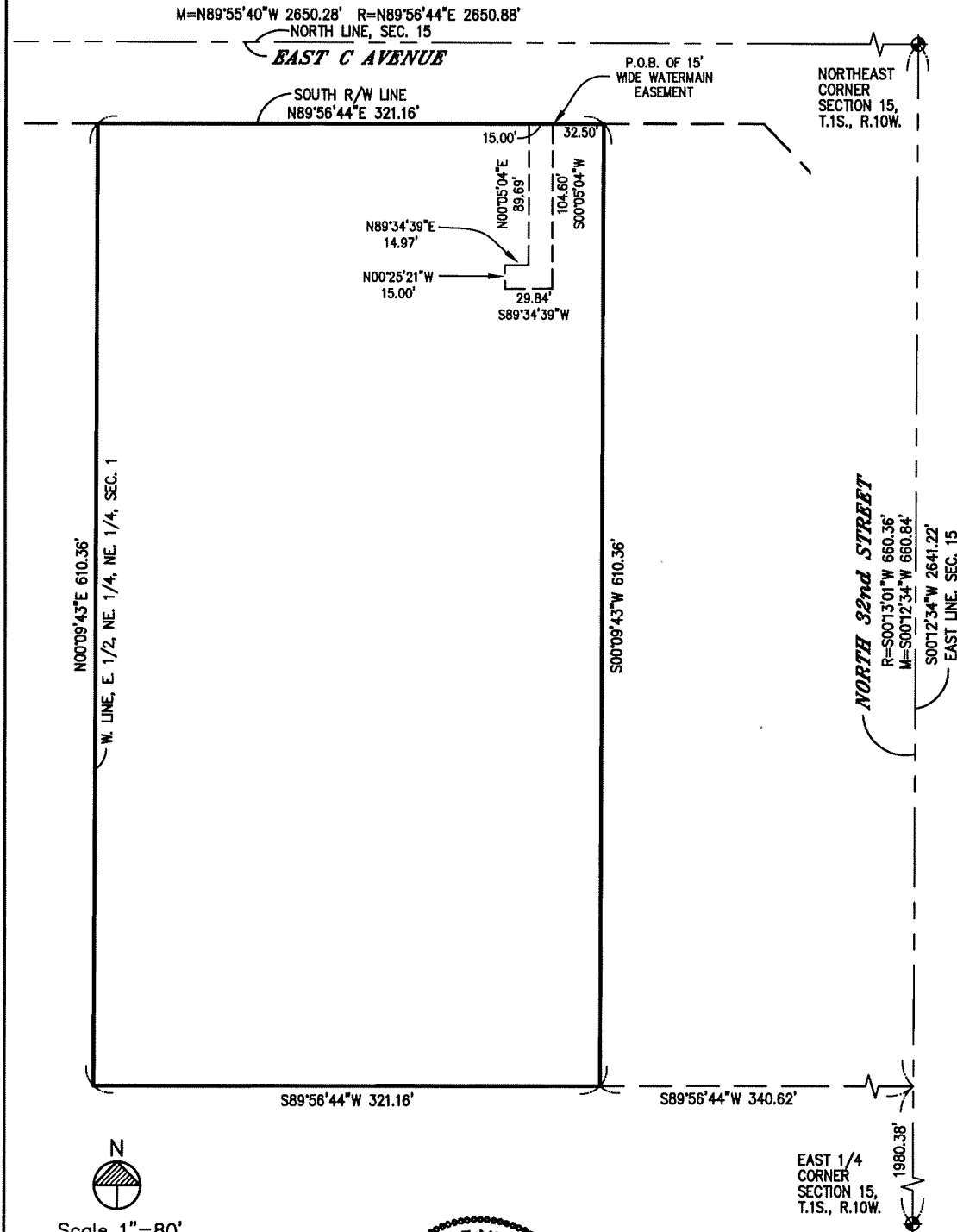
STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 20__ by James K. Ritsema for and on behalf of the Grantee, the City of Kalamazoo, its City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By & After Recording Return To:
The Office of City Attorney
241 W. South St.
Kalamazoo, MI 49007
(269) 337-8185

EXHIBIT A – WATERMAIN EASEMENT



NOTE:
BOUNDARY INFORMATION AND
BOUNDARY LEGAL DESCRIPTION ARE
FROM A BOUNDARY SURVEY
PREPARED BY WIGHTMAN, JOB
NUMBER 194063, DATED 5-13-2019.



Brian A. Ford
Brian A. Ford Professional Surveyor No. 47199

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- SET CON. MON
- FOUND CONC. MON
- SET CAPPED IRON
- △ SET MAG NAIL
- FOUND IRON
- *X* SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- C. CALCULATED

Milanowski and Englert
Engineering and Surveying
403 Oak Street – Spring Lake, Michigan 49456
Phone(616)847-4070 Fax(616)847-6626

FOR AR Engineering – Bronson Healthcare Group
East C Avenue Primary Care Site

Sec. 15, T1S, R10W, Richland Twp., Kalamazoo Co.

DATE August 23, 2019 DRAWN BY TV/DRB

SHEET 1 of 2 JOB NO. 15982-wm

EXHIBIT A – WATERMAIN EASEMENT

PROPERTY DESCRIPTION:

That part of the Northeast quarter of Section 15, Township 1 South, Range 10 West, Richland Township, Kalamazoo County, Michigan, described as: Commencing at the Northeast corner of said Section 15; thence South 00° 12' 34" West (recorded South 00° 13' 01" West) on the East line of said Section 15 a distance of 660.84 feet (recorded 660.36 feet); thence South 89° 56' 44" West (previously recorded as parallel with the North line of said Section 15) 340.62 feet to the point of beginning of the land herein described; thence continuing South 89° 56' 44" West 321.16 feet to the West line of the East half of the Northeast quarter of the Northeast quarter of said Section 15; thence North 00° 09' 43" East (previously recorded as North 00° 09' 43" West) on said West line 610.36 feet to the South right of way line of East C Avenue; thence North 89° 56' 44" East on said South right of way line 321.16 feet; thence South 00° 09' 43" West 610.36 feet to the point of beginning. Containing 4.50 acres more or less.

WATERMAIN EASEMENT DESCRIPTION:

A 15' wide public and/or private easement for watermain over that part of the Northeast quarter of Section 15, Township 1 South, Range 10 West, Richland Township, Kalamazoo County, Michigan, described as: Commencing at the Northeast corner of said Section 15; thence South 00 degrees 12 minutes 34 seconds West (recorded South 00 degrees 13 minutes 01 seconds West) on the East line of said Section 15 a distance of 660.84 feet (recorded 660.36 feet); thence South 89 degrees 56 minutes 44 seconds West (previously recorded as parallel with the North line of said Section 15) 340.62 feet; thence North 00 degrees 09 minutes 43 seconds East 610.36 feet to the South right of way line of East C Avenue; thence along said South right of way line South 89 degrees 56 minutes 44 seconds West 32.5 feet to the POINT OF BEGINNING of this easement description; thence South 00 degrees 05 minutes 04 seconds West 104.60 feet; thence South 89 degrees 34 minutes 39 seconds West 29.84 feet; thence North 00 degrees 25 minutes 21 seconds West 15.00 feet; thence North 89 degrees 34 minutes 39 seconds East 14.97 feet; thence North 00 degrees 05 minutes 04 seconds East 89.69 feet to the South right of way line of East C Avenue; thence along said South right of way line North 89 degrees 56 minutes 44 seconds East 15.00 feet to the point of beginning.



NOTE:
BOUNDARY INFORMATION AND
BOUNDARY LEGAL DESCRIPTION ARE
FROM A BOUNDARY SURVEY
PREPARED BY WIGHTMAN, JOB
NUMBER 194063, DATED 5-13-2019.

Brian A. Ford
Brian A. Ford Professional Surveyor No. 47199

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- ☐ SET CON. MON
- ☒ FOUND CONC. MON
- ☐ SET CAPPED IRON
- ☐ SET MAG NAIL
- ☒ FOUND IRON
- ☐ SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- C. CALCULATED

Milanowski and Englert
Engineering and Surveying

403 Oak Street – Spring Lake, Michigan 49456
Phone(616)847-4070 Fax(616)847-6626

FOR AR Engineering – Bronson Healthcare Group
East C Avenue Primary Care Site

Sec. 15, T1S, R10W, Richland Twp., Kalamazoo Co.

DATE August 23, 2019 DRAWN BY TV/DRB

SHEET 2 of 2 JOB NO. 15982-wm



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.13.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: April 20, 2020

SUBJECT: Friendship Village/Persianwood Utility Easement

RECOMMENDATION:

It is recommended that the City Commission approve and accept the easement with Friendship Village – Kalamazoo for water main installed as part of the Persianwood Construction Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

As part of the Village Clubhouse project, it was discovered that an easement was never obtained for the water main installed for the Persianwood Construction Project. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, Friendship Village in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

New Water Distribution, Supply, and Treatment Construction Engineering - Reviews plans for water system expansion. Designs and oversees the construction of new water distribution system

New Water Main & Service Inspection - Inspection of new water mains and service connections.

Strategic Goal Impact:
Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register for the grant of the easement as this project was solely contribution in aid.

PUBLIC UTILITY EASEMENT

THIS AGREEMENT dated March 9, 2020, between Lifecare Inc. dba Friendship Village-Kalamazoo, a non-profit corporation, whose address is 1400 N. Drake Rd, Kalamazoo, MI 49006 and (Grantor) the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007

Recitals:

- A. Grantor owns a certain parcel of real estate at 1400 N. Drake Rd, Kalamazoo, MI 49006 in the City and County of Kalamazoo, which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the Village Clubhouse project.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

- 1. Grant of Easement. In consideration of less than One Hundred Dollars \$100.00 plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in Exhibit B. ("Easement Area")
- 2. Purpose of the Easement. The City shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the city's water supply system and other public utilities systems placed within the Easement Area. ("Utility Activities")
- 3. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary through the Property, in order to carry out the Utility Activities, subject to the following conditions:

- a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore the Easement Area without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
 5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
 6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
 7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
 8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
 9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a). *[If consideration is actually paid, transfer taxes will be assessed based on the amount paid under both MCL 207.505 & 526]*

[Insert name(s) of Grantor]

By: Betsy Dale
 Its: Executive Director

STATE OF MICHIGAN }
) ss.
COUNTY OF KALAMAZOO)

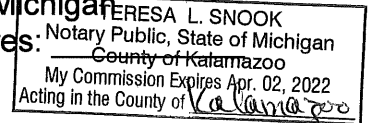


The foregoing instrument was acknowledged before me on March 9,
2020, by Betsy Bale, on behalf of the Grantor.

Notary Public

Kalamazoo County, Michigan

My commission expires:



CITY OF KALAMAZOO

By: _____

James K. Ritsema

Its: City Manager

STATE OF MICHIGAN }
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____,
20__ by James K. Ritsema for and on behalf of the Grantee, the City of Kalamazoo, its
City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By & After Recording Return To:
The Office of City Attorney
241 W. South St.
Kalamazoo, MI 49007
(269) 337-8185

PARCEL DESCRIPTION OF SURVEYED PROPERTY (AS FURNISHED) - COMMITMENT No. FA-51046

Land located in the City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the West 1/4 post of Section 7, Town 2 South, Range 11 West; thence South 89° 27' 30" East along the East and West 1/4 line of said Section 7, 1,257.11 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 7; thence South 00° 07' 15" West along the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 7, 589.0 feet for the place of beginning of the land hereinafter described; thence South 89° 24' 30" East, 353.0 feet; thence South 00° 07' 15" West, 40.0 feet; thence South 89° 24' 30" East, 118.0 feet; thence North 84° 19' 38" East, 17.0 feet; thence South 04° 13' 40" East, 211.92 feet; thence North 57° 45' 25" East, 144.45 feet; thence North 00° 07' 15" East, 60.0 feet; thence South 89° 24' 30" East, 206.0 feet; thence South 00° 07' 15" West, 57.71 feet; thence along a curve to the right with a radius and central angle of 116.0 feet: and 20° 42' 19" respectively, and a chord bearing and length of South 10° 28' 22" West and 41.69 feet respectively, a distance of 41.92 feet; thence south 89° 24' 30" East, 217.49 feet; thence South 00° 07' 15" West, 250.0 feet; thence South 89° 24' 30" East, 107.0 feet; thence South 00° 07' 15" West, 16.59 feet; thence South 89° 52' 45" East, 66.0 feet; thence North 00° 07' 15" East, 22.05 feet; thence South 89° 24' 30" East, 110.48 feet to the North and South 1/4 line of said Section 7; thence South 00° 05' 36" West thereon, 269.00 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 7 thence North 89° 24' 30" West thereon, 1,325.61 feet to the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 7; thence North 00° 07' 15" East thereon, 722.78 feet to the place of beginning.

PARCEL DESCRIPTION FOR WESTERLY PARCEL OF FRIENDSHIP VILLAGE GARDEN REDIDENTIAL UNITS
BASED ON PREVIOUS SURVEY

A parcel of land situated in the Southwest fractional quarter of Section 7, T. 2 S., R. 11 W., City of Kalamazoo, County of Kalamazoo, Michigan being more particularly described as follows:

Commencing at the West quarter corner of Section 7, T. 2 S., R. 11 W.; thence S. 00°21'42" W. 1092.68 feet (measured at 1092.21 feet) along the West line of the Southwest fractional quarter of said Section 7 to the North line of the South 218.7 feet of the Northwest fractional quarter of said Southwest fractional quarter; thence S. 89°25'20" E. 486.00 feet along said North line parallel with the South line of said Northwest fractional quarter of the Southwest fractional quarter to the Place of Beginning; thence S. 01°33'54" W. 105.00 feet; thence S. 88°26'06" E. 193.95 feet; thence S. 01°33'54" W. 163.95 feet; thence S. 46°55'22" W. 250.90 feet; thence S. 37°34'38" E. 46.61 feet; thence S. 02°25'45" E. 46.51 feet to the South line of the North 309.83 feet of the Southwest fractional quarter of said Southwest fractional quarter; thence S 89°25'20" E 740.95 feet along said South line to East line of the West fractional half of said Southwest fractional quarter; thence N 00°05'56" E 528.56 feet along said East line to said North line of the South 218.7 feet of the Northwest fractional quarter of the Southwest fractional quarter; thence N 89°25'20" W 775.56 feet along said North line parallel with said South line of the Northwest fractional quarter of the Southwest fractional quarter to the Place of Beginning, containing 8.26 acres of land.



Civil Engineers & Surveying
MICHIGAN | INDIANA | ILLINOIS | OHIO
269.217.8125 PHONE | 866.569.0604 FAX
www.arengineeringllc.com

PROJECT
WATERMAIN EXHIBIT

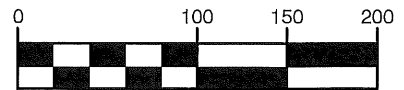
SHEET TITLE
DESCRIPTION

JOB NUMBER
2065001

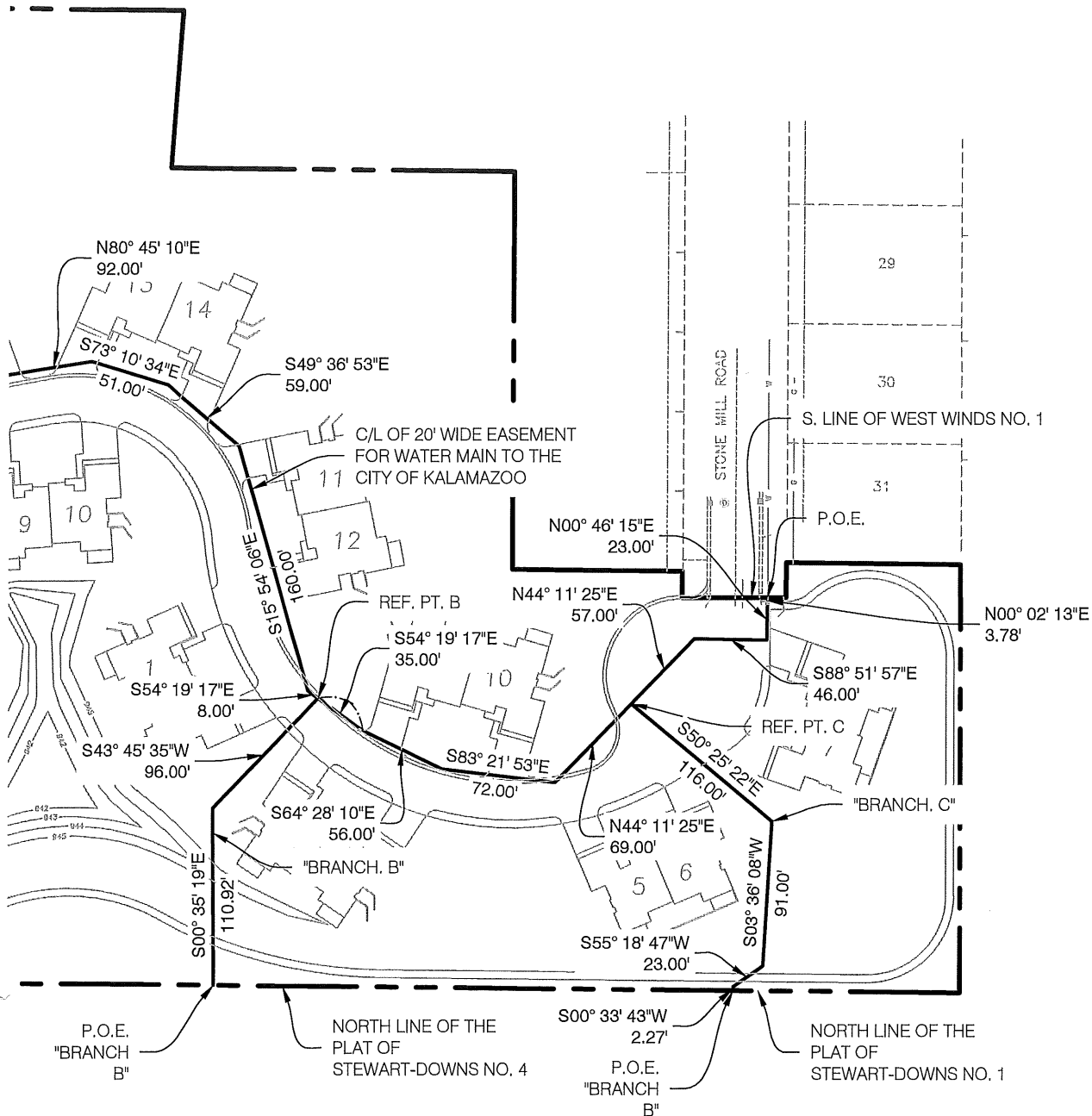
DATE
03/30/2020

EXHIBIT

A



1 inch = 100 ft.



Civil Engineers & Surveying
MICHIGAN | INDIANA | ILLINOIS | OHIO
269.217.8725 PHONE | 866.569.0604 FAX
www.arengineeringllc.com

PROJECT
WATERMAIN EXHIBIT

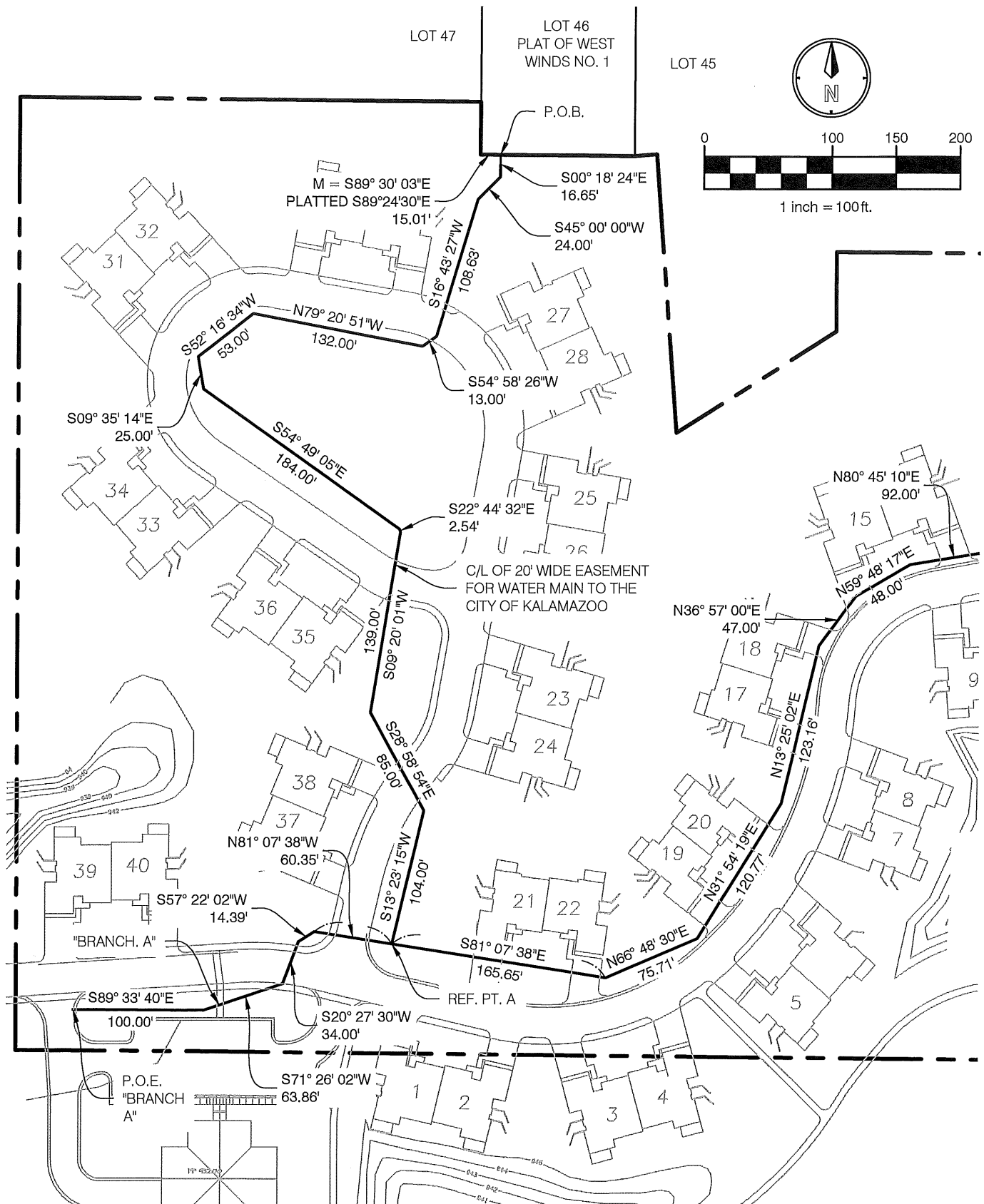
SHEET TITLE
EAST HALF OF EASEMENT

JOB NUMBER
2065001

DATE
03/30/2020

EXHIBIT

B



Civil Engineers & Surveying
MICHIGAN | INDIANA | ILLINOIS | OHIO
269.217.8725 PHONE | 888.569.0894 FAX
www.arengineeringllc.com

PROJECT
WATERMAIN EXHIBIT

SHEET TITLE
WEST HALF OF EASEMENT

JOB NUMBER
2065001

DATE
03/30/2020

EXHIBIT
B

WATERMAIN EASEMENT FOR GARDEN RESIDENTIAL UNITS CONDOMINIUM

A 20' WIDE EASEMENT, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, FOR WATERMAIN PURPOSES TO THE CITY OF KALAMAZOO OVER THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 46, PLAT OF WEST WINDS NO. 1 AS RECORDED IN KALAMAZOO COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF LOT 46 SOUTH 89 DEGREES 30 MINUTES 03 SECONDS EAST (PLATTED AS SOUTH 89 DEGREES 24 MINUTES 30 SECONDS EAST) 15.01 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT CENTERLINE; THENCE SOUTH 00 DEGREES 18 MINUTES 24 SECONDS EAST 16.65 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 24.00 FEET; THENCE SOUTH 16 DEGREES 43 MINUTES 27 SECONDS WEST 108.63 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 26 SECONDS WEST 13.00 FEET; THENCE NORTH 79 DEGREES 20 MINUTES 51 SECONDS WEST 132.00 FEET; THENCE SOUTH 52 DEGREES 16 MINUTES 34 SECONDS WEST 53.00 FEET; THENCE SOUTH 09 DEGREES 35 MINUTES 14 SECONDS EAST 25.00 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 05 SECONDS EAST 184.00 FEET; THENCE SOUTH 22 DEGREES 44 MINUTES 32 SECONDS EAST 2.54 FEET; THENCE SOUTH 09 DEGREES 20 MINUTES 01 SECONDS WEST 139.00 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 54 SECONDS EAST 85.00 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 15 SECONDS WEST 104.00 FEET TO A POINT HEREIN CALLED "REFERENCE POINT A" AND THE BEGINNING OF "BRANCH A" OF THIS EASEMENT; THENCE NORTH 81 DEGREES 07 MINUTES 38 SECONDS WEST 60.35 FEET; THENCE SOUTH 57 DEGREES 22 MINUTES 02 SECONDS WEST 14.39 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 30 SECONDS WEST 34.00 FEET; THENCE SOUTH 71 DEGREES 26 MINUTES 02 SECONDS WEST 63.86 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 40 SECONDS WEST 100.00 FEET TO THE POINT OF ENDING OF "BRANCH A"; THENCE RECOMMENCING AT "REFERENCE POINT A" AND PROCEEDING SOUTH 81 DEGREES 07 MINUTES 38 SECONDS EAST 165.65 FEET; THENCE NORTH 66 DEGREES 48 MINUTES 30 SECONDS EAST 75.71 FEET; THENCE NORTH 31 DEGREES 54 MINUTES 19 SECONDS EAST 120.77 FEET; THENCE NORTH 13 DEGREES 25 MINUTES 02 SECONDS EAST 123.16 FEET; THENCE NORTH 36 DEGREES 57 MINUTES 00 SECONDS EAST 47.00 FEET; THENCE NORTH 59 DEGREES 48 MINUTES 17 SECONDS EAST 48.00 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 10 SECONDS EAST 92.00 FEET; THENCE SOUTH 73 DEGREES 10 MINUTES 34 SECONDS EAST 51.00 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 53 SECONDS EAST 59.00 FEET; THENCE SOUTH 15 DEGREES 54 MINUTES 06 SECONDS EAST 160.00 FEET; THENCE SOUTH 54 DEGREES 19 MINUTES 17 SECONDS EAST 8.00 FEET TO A POINT HEREIN CALLED "REFERENCE POINT B" AND THE BEGINNING OF "BRANCH B" OF THIS EASEMENT; THENCE SOUTH 43 DEGREES 45 MINUTES 35 SECONDS WEST 96.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 19 SECONDS EAST 110.92 FEET TO THE NORTH LINE OF THE PLAT OF STEWART-DOWNS NO. 4 AS RECORDED IN KALAMAZOO COUNTY RECORDS AND THE POINT OF ENDING OF "BRANCH B" OF THIS EASEMENT; THENCE RECOMMENCING AT "REFERENCE POINT B" AND PROCEEDING SOUTH 54 DEGREES 19 MINUTES 17 SECONDS EAST 35.00 FEET; THENCE SOUTH 64 DEGREES 28 MINUTES 10 SECONDS EAST 56.00 FEET; THENCE SOUTH 83 DEGREES 21 MINUTES 53 SECONDS EAST 72.00 FEET; THENCE NORTH 44 DEGREES 11 MINUTES 25 SECONDS EAST 69.00 FEET TO A POINT HEREIN CALLED "REFERENCE POINT C" AND THE BEGINNING OF "BRANCH C" OF THIS EASEMENT; THENCE SOUTH 50 DEGREES 25 MINUTES 22 SECONDS EAST 116.00 FEET; THENCE SOUTH 03 DEGREES 36 MINUTES 08 SECONDS WEST 91.00 FEET; THENCE SOUTH 55 DEGREES 18 MINUTES 47 SECONDS WEST 23.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 43 SECONDS WEST 2.27 FEET TO THE NORTH LINE OF THE PLAT OF STEWART-DOWNS NO. 1 AS RECORDED IN KALAMAZOO COUNTY RECORDS AND THE POINT OF ENDING OF "BRANCH C" OF THIS EASEMENT; THENCE RECOMMENCING AT "REFERENCE POINT C" AND PROCEEDING NORTH 44 DEGREES 11 MINUTES 25 SECONDS EAST 57.00 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 57 SECONDS EAST 46.00 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 15 SECONDS EAST 23.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS EAST 3.78 FEET TO THE SOUTH LINE OF SAID PLAT OF WEST WINDS NO. 1 AND THE POINT OF ENDING OF THIS EASEMENT CENTERLINE DESCRIPTION.



PROJECT
WATERMAIN EXHIBIT
SHEET TITLE
DESCRIPTION

JOB NUMBER
2065001
DATE
03/03/2020

EXHIBIT
B



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.14.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: April 20, 2020

SUBJECT: Reappointments to the Planning Commission

RECOMMENDATION:

It is requested that the City Commission approve the Mayor's reappointment of Alfonso Espinosa and Sakhi Vyas to the Planning Commission for terms expiring on March 31, 2023.

BACKGROUND:

City ordinance and state law establish that the Mayor appoints and reappoints members to the Planning Commission. After reviewing the Nomination Report for Alfonso Espinosa and Sakhi Vyas, the Mayor has reappointed them to the Planning Commission. He is now requesting City Commission approval of these reappointments as required by ordinance. The attached Nomination Report describes the nominees' qualifications.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Board and Commission Support - The City Clerk's Office maintains the official meeting minutes, organizational documents, and membership records of the citizen boards, committees and commissions established by the City Commission. the Clerk's Office coordinates the process for appointing members to these boards.

This program/project has a high degree of impact on the following Strategic Goal(s):



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

Discussion

Ensuring that City boards and commissions have qualified members who are duly appointed has a significant impact on the "Insights and Analysis" and "Organizational Principles" subgoals under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Consult (two-way conversation) – the community will have a chance to react to the project/recommendation through two-way conversation.

Discussion: applicants for appointment to City boards and commissions are nominated by the respective boards and commissions, with the approval of those nominations taking place at open meetings where the public has a chance to give input.

FISCAL IMPACT:

There is no fiscal impact associated with these reappointments.



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Planning Commission recommends the City Commission approve the following reappointments:

- Reappointment of Alfonso Espinosa to a second full term expiring on March 31, 2023
- Reappointment of Sakhi Vyas to a second full term expiring on March 31, 2023

SELECTION PROCESS

Planning Commission members must be residents of the City of Kalamazoo and should have knowledge of the City as well as familiarity with the zoning ordinance and future land use plan, and an understanding of current issues in the community.

The Planning Commission members listed above are strong contributors to the evaluation and discussion of each request before the Planning Commission and have both served on the Commission since 2017.

NOMINEE QUALIFICATIONS

Residency

Mr. Espinosa is currently a resident in the Oakwood Neighborhood.

Ms. Vyas is currently a resident in the West Douglas Neighborhood.

Term Limits

This will be Mr. Espinosa's second full term. Mr. Espinosa will not be eligible for any additional terms

This will be Ms. Vyas's second full term. Ms. Vyas will not be eligible for any additional terms.

Training, Experience, Education, & Skills

Both Mr. Espinosa and Ms. Vyas have served on the Planning Commission since 2017. Mr. Espinosa has also served on the Oakwood Neighborhood Board.

Contribution To Diversity

The nominees expand the diversity of the Planning Commission membership in multiple ways, including gender, race, background, and neighborhood.

NOMINATION RATIONALE

Mr. Espinosa is seeking reappointment after serving three years on the Planning Commission. He is knowledgeable in many of the topics which are brought before the boards and has experience serving on a neighborhood board. Mr. Espinosa works as a translator and interpreter. Mr. Espinosa also contributes to the ethnic diversity of the Commission.

Ms. Vyas is seeking reappointment after serving three years on the Planning Commission. She is very knowledgeable about the community and currently works WMU's radio station WMUK. Ms. Vyas also contributes to the ethnic diversity of the Commission.

CITY CLERK'S CERTIFICATION

The nominees' qualifications regarding dual board membership, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.15.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: April 20, 2020

SUBJECT: Reappointments to the Zoning Board of Appeals

RECOMMENDATION:

It is recommended that the City Commission approve the reappointments of **Chris Flach** and **Matt Lager** to the Zoning Board of Appeals for terms expiring on March 31, 2023.

BACKGROUND:

The City Commission appoints and reappoints members to the Zoning Board of Appeals (ZBA). The ZBA has recommended the reappointments of Chris Flach and Matt Lager, and it is recommended that the City Commission approve these reappointments. The attached Nomination Report describes the nominees' qualifications.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Board and Commission Support - The City Clerk's Office maintains the official meeting minutes, organizational documents, and membership records of the citizen boards, committees and commissions established by the City Commission. the Clerk's Office coordinates the process for appointing members to these boards.

This program/project has a high degree of impact on the following Strategic Goal(s):



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

Discussion

Ensuring that City boards and commissions have qualified members who are duly appointed has a significant impact on the "Insights and Analysis" and "Organizational Principles" subgoals under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Consult (two-way conversation) – the community will have a chance to react to the project/recommendation through two-way conversation.

Discussion: applicants for appointment to City boards and commissions are nominated by the respective boards and commissions, with the approval of those nominations taking place at open meetings where the public has a chance to give input.

FISCAL IMPACT:

There is no fiscal impact associated with these reappointments.



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Zoning Board of Appeals (ZBA) recommends the City Commission approve the following reappointments:

- The reappointment of **Matt Lager** for a full term expiring on March 31, 2023
- The reappointment of **Chris Flach** for a full term expiring on March 31, 2023

SPECIAL REQUIREMENTS FOR THIS POSITION

Zoning Board of Appeals members must be residents of the City of Kalamazoo and should have knowledge of the City, including some familiarity with the Zoning Ordinance, as well as knowledge of the current issues in the community.

SELECTION PROCESS

Applicants Considered

These are reappointments of two existing Board members.

Interview Process and Final Recommendation

No interviews were necessary

NOMINEE QUALIFICATIONS

Dual Board Memberships

Matt Lager and Chris Flach are not presently serving on any other City boards.

Residency

Matt Lager currently resides in the Westnedge Hill Neighborhood

Chris Flach currently resides in the South Westnedge Neighborhood

Term Limits

This will be Mr. Lager's second full term on the ZBA. Mr. Lager will not be eligible to serve additional terms.

This will be Mr. Flach's first full term on the ZBA. Mr. Flach will be eligible to serve one additional term.

Training, Experience, Education and Skills

Matt Lager is a licensed attorney. He is presently the director of Kalamazoo Neighborhood Housing Services. Mr. Lager has served on the board of the Edison Neighborhood Association, Building Blocks, Vine Ventures and Open Doors.

Chris Flach is a realtor with a local real estate company. Mr. Flach has background in residential and commercial property sales. Mr. Flach also served in the United States Army prior to beginning his real estate career.

Contribution to Diversity

Mr. Lager is from the Westnedge Hill Neighborhood which further diversifies the number of neighborhoods represented on the Zoning Board of Appeals.

Mr. Flach is from the South Westnedge Neighborhood and will further diversify the number of neighborhoods represented by the ZBA membership.

NOMINATION RATIONALE

Mr. Lager possesses significant board experience with a number of local nonprofit organizations. Mr. Lager is extremely familiar with the core neighborhoods and around the City through his work at K.N.H.S. Mr. Lager is presently the Chair of the Zoning Board of Appeals.

Mr. Flach possesses real estate experience which benefits the Zoning Board of Appeals in reviewing monthly applications dealing with land use issues. Mr. Flach has demonstrated good judgement and decision making since late 2017 when he joined the Zoning Board of Appeals.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **G.16.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Sean Fletcher
Prepared by: Sean Fletcher

DATE: April 20, 2020

SUBJECT: Approve the purchase of 447 East Stockbridge.

RECOMMENDATION:

It is recommended that the City Commission approve the purchase of 447 East Stockbridge in the amount \$9,882 to construct a segment of the Kalamazoo River Valley Trail that extends south from the Farmers' Market.

BACKGROUND:

The parcel #06-22-453-059 is located where the southern end of trail segment that will take people from the Farmers' Market south toward Stockbridge. The lot is owned by the County Land Bank and is required to construct the segment of trail.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Inviting Public Places - Placemaking, Invest in Parks and Recreation
Shared Prosperity - Community Partnerships, Family, Entrepreneurial Opportunities
Complete Neighborhood - Access to Daily Needs

Strategic Goal Impact:

COMMUNITY ENGAGEMENT:

The Parks and Recreation Department has worked closely with the People's Food Co-Op and Farmers' Market vendors to refine the plans for the market. A meeting with market vendors was held in November to obtain input about some of the finer details of

the market based on the current plan. The meeting was attended by 26 vendors.

The concept rendering of the market site was on display at the final Farmers' Market held Saturday, November 23rd. Approximately forty people stopped to comment on the concept rendering and ask questions. Each person that stopped to view the rendering was very excited about the improvements. This direct form of engagement with Farmers' Market visitors was very beneficial for staff and the visitors themselves.

Engagement/Communication Tools

FISCAL IMPACT:

Funding for the purchase of the property is available in the Farmers' Market project #cip0300057 Farmers Market Redevelopment 2019 Capital Improvement budget.

**Kalamazoo County Land Bank (KCLB)
Property Transfer Application**



To purchase a Kalamazoo County Land Bank owned property AS IS, with or without a structure, complete this form and return to the Kalamazoo County Land Bank. Complete a separate application for each parcel. To purchase a property adjacent to your property as a side-lot, fill out a side-lot application located at www.kalamazoolandbank.org. The following requirements must be met to purchase a property from the Kalamazoo County Land Bank:

Check All That Apply

- ☒ The applicant does not own any property that is tax delinquent.
- ☒ The applicant does not own any property that is subject to any un-remediated citation of violation of state and local ordinance.
- ☒ The applicant has not lost property through tax foreclosure within the past three years.
- ☒ The applicant must reside in Michigan or designate a local agent authorized to accept notice on behalf of the purchaser.

Property and Contact Information

Name of Applicant:	CITY OF KALAMAZOO
Mailing Address:	241 W. SOUTH ST
City, State, Zip:	KALAMAZOO MI 49007
Daytime Phone #:	269-337-8191
Email:	FLETCHERS@KALAMAZOOCITY.ORG
Fax (optional):	
List all properties you own:	CITY FACILITIES AND PARKS
How many are currently complete and occupied?	N/A
For those not complete, please provide an attachment documenting the timeline for completion and secured funding.	
Have you ever lost property through tax foreclosure? If yes, please provide details.	NO

Property Information

KCLB Property Address and Parcel ID requested:	447 EAST STOCKBRIDGE
	06-22-453-059
Description of Property in its existing condition:	VACANT LOT / SIDE LOT IN USE BY NEIGHBOR
State Equalized Value:	Appraised Value: \$9,882
Purchase Offer Amount:	\$9,882 2

***You must submit proof of funding with this application. Your application will not be processed without proof of adequate funds.**

It is the responsibility of the prospective purchaser to do their own research as to the use of the land for the purpose and to make a personal inspection of the property on the ground to determine if it will be suitable for the purposes for which it is being purchased. The Land Bank makes neither representations nor claims as to fitness for purpose, ingress/egress, conditions, covenants, or restrictions.

Have you contacted the local planning department about this property/project? Yes No

Proposed Property Reuse/Redevelopment

Property will be used for: Residential Commercial Industrial Other
Property will be occupied by: Owner Family Member Renter Business

Description of planned improvements/renovations:

SEGMENT OF KRV T TRAIL WILL PASS
THROUGH THIS LOT

Timeline for renovation/improvements: TRAIL SHOULD BE INSTALLED
FALL 2020

Total projected cost of the renovation: PART OF FARMERS' MKT PROJECT

Description of how the project improvements/renovations will be financed: \$7.5M
CAPITAL IMPROVEMENT PROJECT & DNR GRANT

Have you owned properties in forfeiture? N/A

At time of purchase, property with structure will be sold by warranty deed with standard title policy. All property will be sold as is, where is.

The information provided in this application is true to the best of my knowledge. I understand that the Land Bank staff will review this request and determine if it is in compliance with Land Bank policies and procedures and existing Land Bank and neighborhood plans. If this application is approved, I will care for and maintain the property requested, comply with all fair housing and market regulations, and use the property consistent with current zoning requirements of the respective municipality.

Signature: [Signature]

Date: 4-6-2020

Please allow at least 30 days for your application to be processed, however, incomplete forms will not be processed. This form is a statement of interest only. By receiving it, the Kalamazoo County Land Bank does not commit to transfer property.

Return Form to: Kalamazoo County Land Bank, 1523 Riverview Drive, Suite A, Kalamazoo, MI 49004

Phone: 269-762-6191 Fax: 269-216-6345

Website: www.KalamazooLandBank.org

PROPERTY PURCHASE AGREEMENT
447 East Stockbridge Avenue, Kalamazoo, MI 49001
KALAMAZOO COUNTY LAND BANK AUTHORITY

1. The Parties.

The parties to this agreement are the **KALAMAZOO COUNTY LAND BANK AUTHORITY**, (Land Bank), a Michigan municipal corporation, whose address is 1523 Riverview Drive, Kalamazoo, Michigan 49004, and the **CITY OF KALAMAZOO**, (Buyer), a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, MI 49007.

2. Property to be Conveyed.

The Land Bank hereby agrees to convey title by quit claim deed to 447 East Stockbridge Avenue, Kalamazoo, MI 49001, which is described as follows:

Legal Description:

41836 ASSESSORS PLAT OF SOUTH SIDE ANNEX, Liber 9 of Plats, Page 3; Part of Lot 59 Beginning on the north line of East Stockbridge Avenue 400ft West of the west line of Bank Street; thence North 163.25ft; thence West 20ft; thence South 33.25ft parallel with the Easterly line of the NYC Railroad right-of-way to the center line of a driveway; thence South 130ft more-or-less to the north line of East Stockbridge Avenue at a point 35.5ft West of the point of beginning; thence East 35.5ft along the north line of East Stockbridge Avenue to the point of beginning.

Parcel Id: 06-22-453-059

3. Purchase Price.

The Buyer will pay to the Land Bank as consideration for conveyance of the property the sum of NINE THOUSAND EIGHT HUNDRED EIGHTY TWO (\$9,882) DOLLARS.

4. As Is Condition.

The Buyer acknowledges that it has been afforded the opportunity to inspect the condition and all aspects of the property, including but not limited to its physical condition, its environmental condition, including the existence of any contamination and the condition of title and boundary lines. The Buyer also acknowledges that this property may have been transferred to the Land Bank as a result of tax forfeiture proceedings, and the Land Bank makes no warranties as to the condition of title to the property. Buyer acknowledges that the Land Bank has made no representations as to the condition of the property that have

induced Buyer to purchase the property; rather, Buyer is purchasing the property in reliance of its opportunity to conduct due diligence for its own benefit. Buyer's closing on and purchase of the property is an acknowledgement that all conditions and contingencies concerning its purchase of the property have been met or waived, and Buyer acknowledges that it is obtaining the property in its "as is, where is" condition, as of the date of closing, with no warranties regarding the property.

5. Contingency

The Land Bank's obligation to sell this property for \$9,882 is contingent upon MHA agreeing to release their lien.

The Buyer understands that the Land Bank will utilize Hardest Hit Grant Funds to perform demolition of the house located on this property. That as a result of utilizing the funds, MHA will place a lien on the property in the amount of all demolition costs, (yet to be determined). The Land Bank shall request release of this lien from MHA. MHA has released liens on other parcels for sales to governmental units, however the Land Bank has no control over the decision to release the lien. In the event that MHA fails to release the lien, the only way to purchase the property would be for the Buyer to pay the full lien amount.

6. Closing.

The date of the closing on this matter shall be on such date as mutually agreeable by the parties. There will be no property taxes to prorate.

The Kalamazoo County Land Bank
Authority by Executive Director Kelly
Clarke

_____, 2018

4-6, 2018 2020

The City of Kalamazoo by

Sean [Signature]

PARKS & RECREATION DIRECTOR



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2020**

Item: **H.1.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: Clyde J. Robinson, City Attorney

DATE: April 20, 2020

SUBJECT: Needle Exchange Program Resolution

RECOMMENDATION:

It is recommended that the City Commission adopt a Resolution authorizing the Community Outreach Prevention and Education (COPE) Network to engage in a Needle Exchange Program for a period of two years.

BACKGROUND:

In general, it is unlawful for a private agency to knowingly provide needles or paraphernalia which will be used in connection with the illicit use of controlled substances. However, since the reuse of needles and other drug paraphernalia leads to the spread of disease, under Michigan's Public Health Code, local communities are empowered to enact ordinances authorizing the existence of local needle exchange programs by qualifying agencies.

Pursuant to State law, the City Commission adopted an ordinance permitting the authorization for non-profit agencies to engage in a needle exchange program so as to prevent the transmission of infectious disease through the use of paraphernalia associated with the use of controlled substances. The COPE Network request is the first under the ordinance which adopted last year.

The COPE Network satisfies the requirements set forth at State law and City ordinance to engage in a needle exchange program for a period of two years which may be renewed for additional periods of two years upon the authorized agency providing a report outlining statistics and aggregate data collected over the previous two-year period.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Strategic Goal Impact:

COMMUNITY ENGAGEMENT:

None. Approval of this Resolution is consistent with several City Strategic Goals.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE COMMUNITY OUTREACH PREVENTION AND
EDUCATION NETWORK TO ENGAGE IN A NEEDLE EXCHANGE PROGRAM**

Minutes of a regular meeting of the City Commission of the City held on _____, 2020, at 7:00 o'clock p.m., local time, at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Community Outreach Prevention and Education (COPE) Network, 2705 Virginia Avenue, Kalamazoo, MI 49004 has applied for authorization to engage in a Needle Exchange Program located at 628 Pioneer Street, Kalamazoo, Michigan; and

As the application by the COPE Network filed with the City Clerk to provide a needle exchange service satisfies the requirements of City Ordinance §22-41;

NOW, THEREFORE, IT IS RESOLVED that the City Commission authorizes the Community Outreach Prevention and Education Network for a period of 2 years to distribute, collect, and dispose of a hypodermic syringes and needles, and other drug paraphernalia so as to prevent transmission of infectious agents through the use of controlled substances.

The above resolution was offered by _____

and supported by _____.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2020. Public notice was given, and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

Scott Borling, City Clerk