



Project Manual & Specifications

City Hall Interior Painting
City of Portage
Portage, Michigan

IA Project No. 13009

27 November 2013

IN·FORM architecture

TABLE OF CONTENTS

Notice to Bidders

Project Information Sheet

Bid Form

Instructions to Bidders

General Scope Items

Tentative Project Schedule

Specifications:

099123 Interior Painting

Attachments:

Draft Contract Agreement

Bid Drawings

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

CITY HALL INTERIOR PAINTING

If your firm plans to bid on this project, please send an e-mail response to tom@glasassociates.com with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The InForm Architecture & Glas Associates will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to Glas Associates, you will not receive any follow-up notification of any changes to the project.

Date of Issue: November 27, 2013

NOTICE TO BIDDERS

The City of Portage will open sealed bids on December 11, 2013 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

CITY HALL INTERIOR RENOVATION

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the City of Portage, Purchasing Department, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: CITY HALL INTERIOR RENOVATION

FOR OPENING: Monday, December 11, 2013

General specifications, description and conditions upon which the bid proposal is to be based are available electronically from Glas Associates, 6339 Stadium Drive, Kalamazoo, MI 49009, phone (269) 353-7737. Hard copies of the bid packages are also available for purchase from KalBlue.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please phone the Purchasing Department at (269) 324-9284. If you have any questions regarding the specifications, please contact Tom Clark at Glas Associates, (269) 353-7737.

PROJECT INFORMATION

Project Name: Portage City Hall Interior Renovations

Owner & Project Location: City of Portage, Michigan
7900 South Westnedge
Portage, MI 49002

Architect/Interior Designer: InForm Architecture, LLC
4014 Lakeside Drive
Kalamazoo, MI 49008
Phone: 269.270.3331

Construction Manager: Glas Associates
6339 Stadium Drive
Kalamazoo, MI 49009
Phone: 269.353.7737

Documents available at: KalBlue
914 E Vine St
Kalamazoo, MI 49001
Phone: 269.349.8681

BID FORM

CITY OF PORTAGE CITY HALL INTERIOR PAINTING

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds. The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City.

The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. No contract is created until it is executed by all parties.

The undersigned affirms that he has examined the facility where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned affirms that he has examined the schedule information for the work and understands that a majority of the work will take place on weekends beginning at 5:30PM on Friday and ending at 6:00AM on Monday.

BID PACKAGE – PAINTING

Include the General Scope Items listed within the bid documents.

- Submit samples including actual paint drawdowns for final approval.
- Complete painting per the drawings and documents. Care should be taken to blend to match existing finishes.
- Care should be taken when working around existing or newly finished conditions.
- Include scaffold, means of access and cleanup behind your work.
- Coordinate your work schedule and work in harmony with the Flooring Contractor and Fabric Panel contractors selected previously with regards to the movement of furniture as it relates to your start and completion times.
- Include removal of existing fabric covered panels and replacement with trim materials and new finish as shown on drawings.

The undersigned offers a bid to provide labor, materials and equipment to complete the above work as described in the bid documents for the sum of:

_____ Dollars (\$_____)

The undersigned attaches hereto a bidder's bond in the sum of:

_____ Dollars (\$_____)

as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

Bidder Information

BIDDER FIRM: _____

BY: _____
Signature

DATE: _____

BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

I ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING ADDENDA, AND HAVE INCLUDED THE MODIFICATIONS CONTAINED IN THEM WITHIN THIS BID.

ADDENDUM # ____, DATED _____

ADDENDUM # ____, DATED _____

ADDENDUM # ____, DATED _____

INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

- 1.1. **FORM** -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
- 1.2. **EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE** -- Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the Proposal the sum to cover the cost of all items included on the proposal form.
- 1.3. **DELIVERY OF PROPOSALS** -- Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the Bidder unopened.
- 1.4. **WITHDRAWAL** -- Any Bidder may withdraw his Proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of Proposals.
- 1.5. **OPENING** -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.6. **INTERPRETATION OF DOCUMENTS** -- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.7. **ADDENDA** -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt

of each Addendum shall be acknowledged in the Proposal.

- 1.8. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

- 1.9. NONDISCRIMINATION 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-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

- 1.10. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of

Proposals.

- 1.11. PERFORMANCE AND LABOR & MATERIAL BONDS -- The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.
- 1.12. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.
- 1.13. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment in the following manner.

1.13.1. Transmittal page must be plainly marked:

“Sealed Bid City Hall Interior Painting for opening December 11, 2013
Bid Name Date

- 1.13.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.
- 1.13.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.
- 1.13.4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

1.14. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained from the Purchasing Department. The set will be provided electronically to the Firm at no cost and hard copies may be purchased from KalBlue.

1.15. LAWS AND MUNICIPAL ORDINANCES

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

1.16. INSURANCE REQUIREMENTS

Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Architect from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement: The City of Portage, its agents, elected officials, and employees; and InForm Architecture LLC, its members and agents are included as additionally insured parties. This insurance must consist of:

1.16.1. Workers Compensation

Workers Compensation insurance, including Employer’s Liability to cover employee injuries or disease compensable under the Workers Compensation statues of the states in which work is conducted under this contract.

1.16.2. Comprehensive General Liability

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.

- A) All premises and operations.
- B) Explosion, collapse and underground damage.
- C) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.
- D) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.
- E) Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1.16.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.16.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

1.16.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

- | | | |
|----|--|------------------------|
| A. | Workers Compensation | Statutory |
| B. | Comprehensive General Liability
Combined Single Limit (including sub-contractors) | \$1,000,000/occurrence |
| C. | Comprehensive Automobile Liability
Combined Single Limit (Injury and Property Damage) | \$1,000,000 |
| D. | Umbrella or Excess Liability | \$1,000,000 |

1.16.6. Notice of Cancellation or Intent not to Renew

The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.

1.16.7. Evidence of Coverage

The Insurance Certificates referenced above must be submitted within ten (10) working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

1.17. Payments

The Contractor will submit requests for payment on AIA form *G702 – Application and Certificate for Payment*. Application to be submitted to Construction Manager by the 5th of the month for work completed the previous month. Payments will be made by the City within 30 days after receipt of the application by the Construction Manager.

1.18. Retainage Requirement

In accordance with the State of Michigan Public Act 524 of 1980, retainage will be withheld for any construction contract in excess of \$30,000. Ten percent (10%)

retainage will be withheld from the first fifty percent (50%) of the contracted amount.

1.19. Basis of Award

Contracts will be awarded by bid packages. Award will be made to a responsive and responsible bidder whose lowest bid for each bid package is determined by the City to be in the best interest of the City. In case of a discrepancy between the bid amount in words and in numbers on the Bid Form, the amount in words will dictate. No contract is created until it is executed by all parties.

1.20. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or

other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

GENERAL SCOPE ITEMS

The following information and requirements apply for this project:

- *There is a no tobacco policy on this site at all times.*
- *No boom boxes will be allowed.*
- Availability of storage space is limited. Coordinate deliveries for each weekend or segment of work. Do not expect there to be on-site storage available.
- It is required that you have competent on-site personnel at all times during the performance of your work.
- Any scaffold or lifts and means of access for your own work should be included in your bid.
- Any cutting and patching of existing surfaces to install your work should include patching with matching and appropriate materials, including, if required, fire caulk or fire patching materials.
- All punch list and project closeout documentation shall be completed prior to submission of final invoicing. This includes O&M manuals and any Owner training type items.
- Warranties shall be based on the date of Substantial Completion for the entire project. Substantial Completion shall be defined as the stage in the progress of the Work where all Work is sufficiently complete in accordance with the bid documents so that the Owner can occupy all portions of the renovated facility for its intended use.

Documents

Documents will be available in PDF format for contractor use. Any printing will be the responsibility of the bidding contractor. There is a pre-bid meeting and site visit described elsewhere in this bid document. Additional site visits need to be coordinated through Mr. Terry Novak in the Community Development Department, 269-329-4466.

Access

Building access on evening and weekend schedules will be coordinated with Mr. Terry Novak in the Community Development Department.

Temporary Electric & Light

The Owner will allow the use of existing power & light locations. Temporary or work lighting will be by contractor as required. Take care to avoid circuit overload as the owner is using the facility at all time.

Dumpsters

Recycling of materials is encouraged. Each contractor is responsible for the removal of materials at the end of each shift. Should the contractor decide to set a dumpster for the weekend, coordinate the location with Mr. Terry Novak. **Any dumpster needs to be removed by 7:30AM Monday morning.**

Toilets

The Owner will allow the use of existing toilet facilities during the work.

Cleanup

The site is to remain clean and orderly throughout the construction process. Each trade is to keep dust and debris to a minimum and under control at all times. The work areas are to be clean at the end of each day as the Owner may be using these same areas from time to time.

Temporary Protection

Each trade is to take care and have a plan of action before starting a task. Care to avoid dust and debris to be spread further than the affected area is required. The areas must be left safe and protected at the end of each day.

Damages

Each contractor is responsible for the actions of their crew and sub-contractors. Contractors are to inspect each department (fixed finishes and building) and notify the Construction Manager of any pre-existing conditions prior to beginning work. If damage does occur to city or personal property, the responsible contractor is to notify the Construction Manager immediately. The Owner will repair or replace the item or items, and back-charge the responsible contractor for the cost.

Execution

- All work shall be in accordance with the drawings and specifications. All work shall comply with all applicable national, state and local codes. All trades are required to bring forth any code concerns upon discovery.
- Contractors shall check dimensions and field measure to verify conditions before proceeding with the order or final placement of any work.
- Workmanship shall conform to the best and highest standard of quality related to each trade including fabrication, construction and installation. Installation of specific manufacturer's equipment and materials shall be in accordance with the manufacturer's recommendations.

Permits

The City of Portage will be responsible for issuance of and pay for construction permits as required by Code, and for completion of necessary construction inspections.”

Safety

All parties agree to strive to make this jobsite safe and compliant. MIOSHA rules and regulations will be strictly followed for both the safety of the workers and the safety of the others that are in and use the building daily. Should any worker encounter a situation that feels unsafe, bring it to the attention of Mr. Tom Clark, Glass Associates, and/or Mr. Terry Novak at once.

TENTATIVE PROJECT SCHEDULE

Refer to Sheet G1 of the drawing set for descriptions of the areas of work. Please note that this schedule may vary based on the final schedule of the flooring contractor.

11 Dec. 2013	Bids due
17 Dec. 2013	Contracts awarded
Weekend of 21 Feb. 2014	Community Development 1
Weekend of 28 Feb. 2014	Community Development 2
Weekend of 7 March 2014	Treasury
Weekend of 14 March 2014	Employee Development
Weekend of 21 March 2014	Benefit Services
March 26 – 28 Bus. Hours	Council Chambers
Weekend of 28 March 2014	Lobby
Weekend of 4 April 2014	Clerk + Conf. Room 1 + Upper Level Restrooms
Weekend of 11 April 2014	City Manager
April 14 – 18 Bus. Hours	Former Benefits + Conf. Room 2 & 3
Weekend of 25 April 2014	Purchasing
Weekend of 2 May 2014	Comm. Services + Break Room + Lower Level Restrooms
Weekend of 9 May 2014	Assessor + Corridors

TENTATIVE TYPICAL WEEKEND SCHEDULE

Friday End of the Day

- 4:00 PM Portage Facilities removes any items from the walls.
- 5:00 PM Department goes off-line.**
- 5:00 PM Portage IT makes safe and disconnects any phone or computer items.
- 5:00 PM Portage Staff makes safe and locks any files or personal items at their station.

- 5:30 PM Flooring contractor moves Furniture & equipment from department.
- 5:30 PM Flooring contractor removes existing flooring & vinyl base.
- 5:30 PM Painting contractor begins paint & prep work.

Saturday

- 7:00 AM *Painting contractor continues with finish work.
- 8:00 AM *Flooring contractor begins floor prep and installation.

Sunday

- 8:00 AM Flooring contractor completes flooring and vinyl base.
- 5:00 PM **Flooring contractor moves furniture & equipment back into department.

Monday

- 6:00AM Deadline for all contractor cleanup and move-in tasks
- 7:00 AM Portage IT puts phones & computers back on line.
- 7:30 AM Portage Staff arranges their workspace.
- 8:00 AM Department back on line.**

- * Painting & flooring contractor can coordinate times as needed depending upon the department involved.
- ** Furniture can be moved back anytime on Sunday as determined by the Flooring contractor depending upon the department involved.

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on **the following interior substrates:**
 - 1. Gypsum drywall
 - 2. Gypsum drywall with existing vinyl wallcovering.
 - 3. Metal. (interior h.m. frames, elevator door & surround, stair railings).

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, **from the same product run**, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.1. Paint: **5** percent, but not less than **1 gal. (3.8 L)** of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Architect will designate items or areas required.

PART 2 - PRODUCTS2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, **provide product** listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: **As indicated on Room Finish Schedule Key - Sheet F4.1.**

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: **MPI #50.**
- B. Primer Sealer, Interior, Institutional Low Odor/VOC: **MPI #149.**

2.4 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: **MPI #107.**

2.5 WATER-BASED PAINTS

- A. Latex, Interior, (Gloss Level 3): Satin Finish - **MPI #52.**
 - 1. Provide Acrylic Latex Enamel with **Ceramic Coat** for paint selections
P-1, P-3, P-4 & P-5 in a **Satin Finish**. Approved Ceramic Coat paint products include **O'Leary Paint - Ceramic Coat & Benjamin Moore - Regal or approved equivalents.**
- B. Latex, Interior, Gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees): **MPI #114.**
 - 1. Provide Acrylic Latex Enamel with **Ceramic Coat** for paint selections: **P-6. Contractor to verify suitability and required durability of Ceramic Coat Finish for all H.M Frames, Metal Stair Railings & Elevator Doors and Exterior Surrounds. Approved Ceramic Coat paint products include O'Leary Paint - Ceramic Coat & Benjamin Moore - Regal or approved equivalent.**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULEA. **MDF** Substrates: Including new recessed ceiling MDF boards as designated on Architectural Dwgs.

1. Latex System:
 - a. Prime Coat: Primer, latex, suitable for interior MDF product, **MPI #39**.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, (Gloss Level 3)[, **MPI #52**].

B. **Gypsum Board** Substrates:

1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior, **MPI #50**.
 - b. Prime Coat: Latex, interior, matching topcoat.
 - c. Intermediate Coat: Latex, interior, matching topcoat.
 - d. Topcoat: Latex, interior, (Gloss Level 3)[, **MPI #52**].

C. **Metal Substrates:**

1. Latex System:

- a. Prime Coat: Primer sealer, latex, interior, **MPI #50**.
- b. Prime Coat: Latex, interior, matching topcoat.c. Intermediate Coat: Latex, interior, matching topcoat.
- d. Topcoat: Latex, interior, (Gloss Level 5)[, **MPI #52**].

END OF SECTION 099123

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE

CONTRACT

THIS CONTRACT made the _____ day of _____, 2013, by and between _____, hereinafter called the “Contractor,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the “City.”

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the (Carpeting) (Painting) division of the City Hall Interior Renovation Project all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor’s proposal (or bid) as filed with the City on the _____ day of _____, 2013, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Notice to Bidders
3. Instructions to Bidders
4. Specifications
5. Plans
6. Contractor's Proposal (or bid)
7. City of Portage Contract Conditions and Specifications

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Maurice S. Evans, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF POTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation
in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify
that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its
governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good standing
in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify
that the contract between the City of Portage and _____ LLC
print or type name of LLC
was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual agreements
and that such contract is within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

CITY OF PORTAGE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and _____, hereinafter called the Surety,
are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage,
Michigan 49002, in the sum of _____ Dollars (\$_____)
lawful money of the United States of America, to the Payment whereof, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF
PORTAGE dated the _____ day of _____, _____ (hereinafter called the "Contract")
for _____ (**name of project**), which contract and specifications for said work
shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of Act No.
213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by
the Principal to any Subcontractor or by him or any Subcontracts as the same may become due and
payable of all indebtedness which may arise from him to a Subcontractor or a party performing labor
or furnishing materials or supplies, or any Subcontractor to any person, firm, or corporation on account
of any labor performed or materials or supplies furnished in the performance of said contract, then this
obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in
the work to be done under it, or the giving by the party of the first part to said contract any extension
of

Labor and Material Bond

Page 2

time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, _____.

Signed, sealed, and delivered in
the presence of:

:

PRINCIPAL:

Its: _____

SURETY:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____ Contractors,
as principal and _____, as surety,
are held and firmly bound unto the _____
in the sum of _____

Dollars (\$ _____) to be paid to the City for which payment well and truly to be made
we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the
presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said
_____ did, on the _____ day of _____, 20____
enter into contract with the City for
the _____.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public
liability and damages of every description in connection therewith, shall well and faithfully in all
things fulfill the said contract according to all the conditions and stipulations therein contained in all
respects, and shall save and hold harmless the said CITY from and against all liens and claims of every
description in connection therewith, then this obligation shall be void and of no effect; but otherwise it
shall remain in full force and virtue, and, in the event that said CITY shall extend the time for
completion of said work or otherwise modify elements of the contract in accordance with provisions
thereof, such extension of item or modification of the contract shall not in any way release the sureties
of this bond.

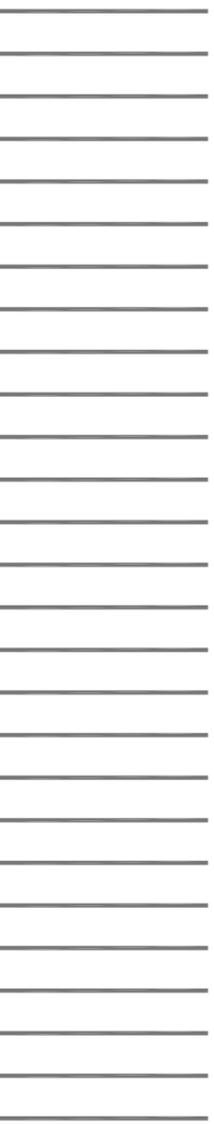
WITNESS our hands and seal this _____ day of _____, 20____.

WITNESSES:

Principal (Seal)

Surety (Seal)

Interior Painting for:
Portage City Hall
7900 South Westnedge Avenue
Portage, Michigan 49002



project team

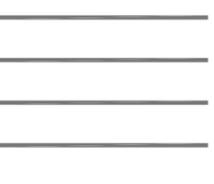
IN·FORMarchitecture

architecture - interior design
4014 lakeside drive
kalamazoo, mi 49008
269.270.3111
www.informarchitect.com

Glas Associates
construction management
kalamazoo, michigan

drawing index

- G1.1 PHASING PLAN
- F2.1 MAIN LEVEL WALL FINISH PLAN
- F2.2 LOWER LEVEL WALL FINISH PLAN
- F4.1 FINISH SCHEDULE KEY AND NOTES

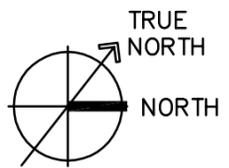
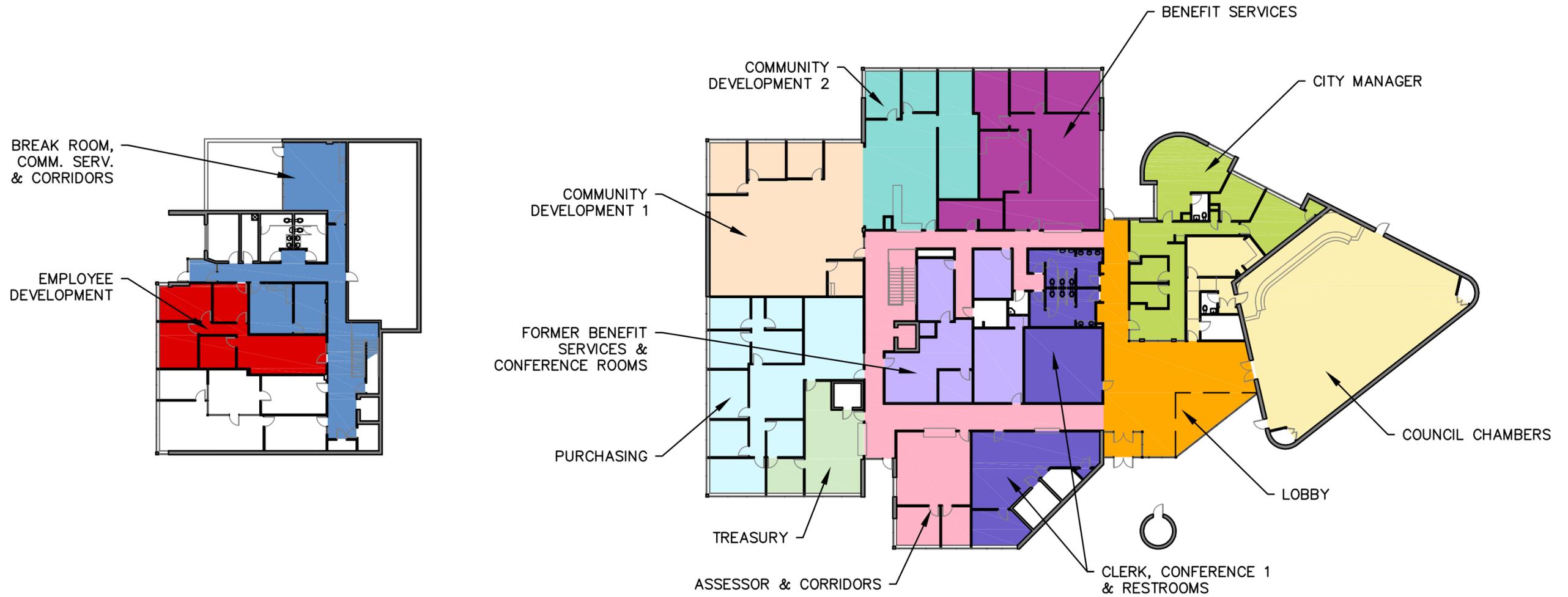


project name
Interior Painting for
Portage City Hall

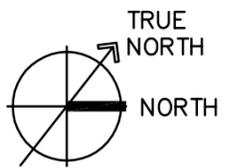
project number
13009.3

issue date
November 27, 2013
ISSUED FOR BIDS

Interior Painting for:
Portage City Hall
7900 South Westnedge Avenue
Portage, Michigan 49002



LOWER LEVEL PHASING PLAN



MAIN LEVEL PHASING PLAN

THIS SHEET MUST BE
PRINTED IN COLOR

sheet name
**MAIN LEVEL
PHASING PLAN**

project number
13009.3

drawing date
November 27, 2013
ISSUED FOR BIDS

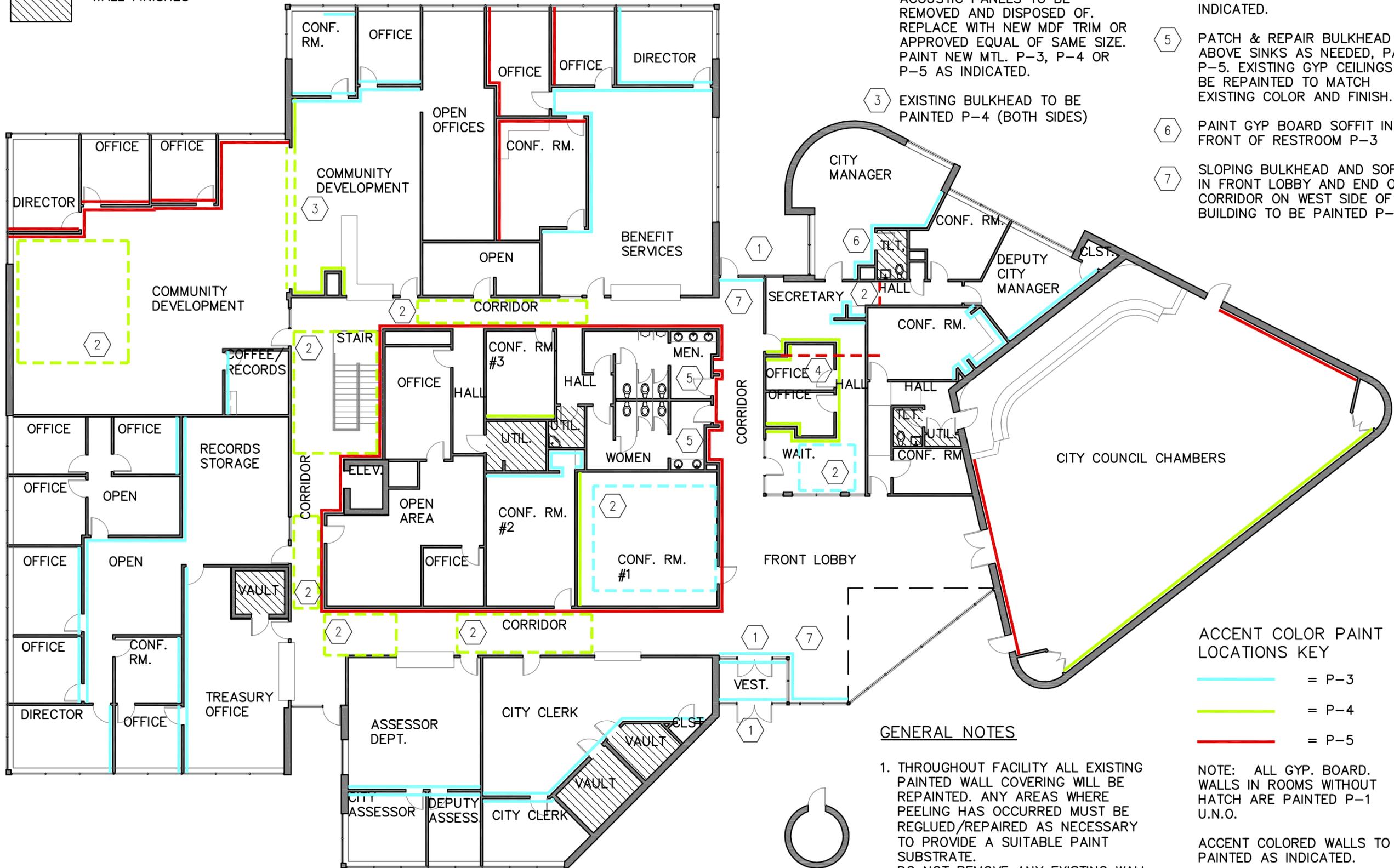
sheet number

G.I.I

KEY NOTES

- 1 ACCENT COLOR ONLY ABOVE STOREFRONT WINDOWS
- 2 EXISTING FABRIC WRAPPED ACOUSTIC PANELS TO BE REMOVED AND DISPOSED OF. REPLACE WITH NEW MDF TRIM OR APPROVED EQUAL OF SAME SIZE. PAINT NEW MTL. P-3, P-4 OR P-5 AS INDICATED.
- 3 EXISTING BULKHEAD TO BE PAINTED P-4 (BOTH SIDES)
- 4 EXISTING FABRIC WRAPPED ACOUSTIC PANELS TO BE REMOVED, GYPSUM BOARD TO BE REPAIRED AS NEEDED AND WALL TO BE PAINTED COLOR INDICATED.
- 5 PATCH & REPAIR BULKHEAD ABOVE SINKS AS NEEDED, PAINT P-5. EXISTING GYP CEILINGS TO BE REPAIRED TO MATCH EXISTING COLOR AND FINISH.
- 6 PAINT GYP BOARD SOFFIT IN FRONT OF RESTROOM P-3
- 7 SLOPING BULKHEAD AND SOFFIT IN FRONT LOBBY AND END OF CORRIDOR ON WEST SIDE OF BUILDING TO BE PAINTED P-1

HATCHED AREAS INDICATE NO CHANGES TO EXISTING WALL FINISHES



ACCENT COLOR PAINT LOCATIONS KEY

- = P-3
- = P-4
- = P-5

GENERAL NOTES

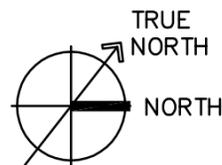
1. THROUGHOUT FACILITY ALL EXISTING PAINTED WALL COVERING WILL BE REPAINTED. ANY AREAS WHERE PEELING HAS OCCURRED MUST BE REGLUED/REPAIRED AS NECESSARY TO PROVIDE A SUITABLE PAINT SUBSTRATE. DO NOT REMOVE ANY EXISTING WALL COVERING.

NOTE: ALL GYP. BOARD, WALLS IN ROOMS WITHOUT HATCH ARE PAINTED P-1 U.N.O.

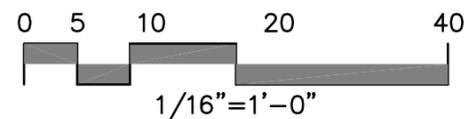
ACCENT COLORED WALLS TO BE PAINTED AS INDICATED.

SEE F4.1 FINISH NOTES FOR MORE INFORMATION

THIS SHEET MUST BE PRINTED IN COLOR



MAIN LEVEL WALL FINISH PLAN



sheet name

MAIN LEVEL WALL FINISH PLAN

project number

13009.3

drawing date

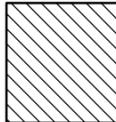
November 27, 2013
ISSUED FOR BIDS

sheet number

F2.1

GENERAL NOTES

1. THROUGHOUT FACILITY ALL EXISTING PAINTED WALL COVERING WILL BE REPAINTED. ANY AREAS WHERE PEELING HAS OCCURRED MUST BE REGLUED/REPAIRED AS NECESSARY TO PROVIDE A SUITABLE PAINT SUBSTRATE.. DO NOT REMOVE ANY EXISTING WALL COVERING.

 HATCHED AREAS INDICATE NO CHANGES TO EXISTING WALL FINISHES

KEY NOTES

- ① BOTH SIDES AND BOTTOM OF GYP BOARD BULKHEAD TO BE PAINTED
- ② EXISTING FABRIC WRAPPED ACOUSTIC PANELS TO BE REMOVED AND DISPOSED OF. MDF OR REPLACE WITH NEW OF SAME APPROVED EQUAL OF SIZE. PAINT NEW MTL. P-4 AS INDICATED.
- ⑤ PATCH & REPAIR BULKHEAD ABOVE SINKS AS NEEDED, PAINT P-5. EXISTING GYP CEILINGS TO BE REPAINTED TO MATCH EXISTING COLOR AND FINISH.

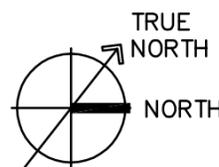
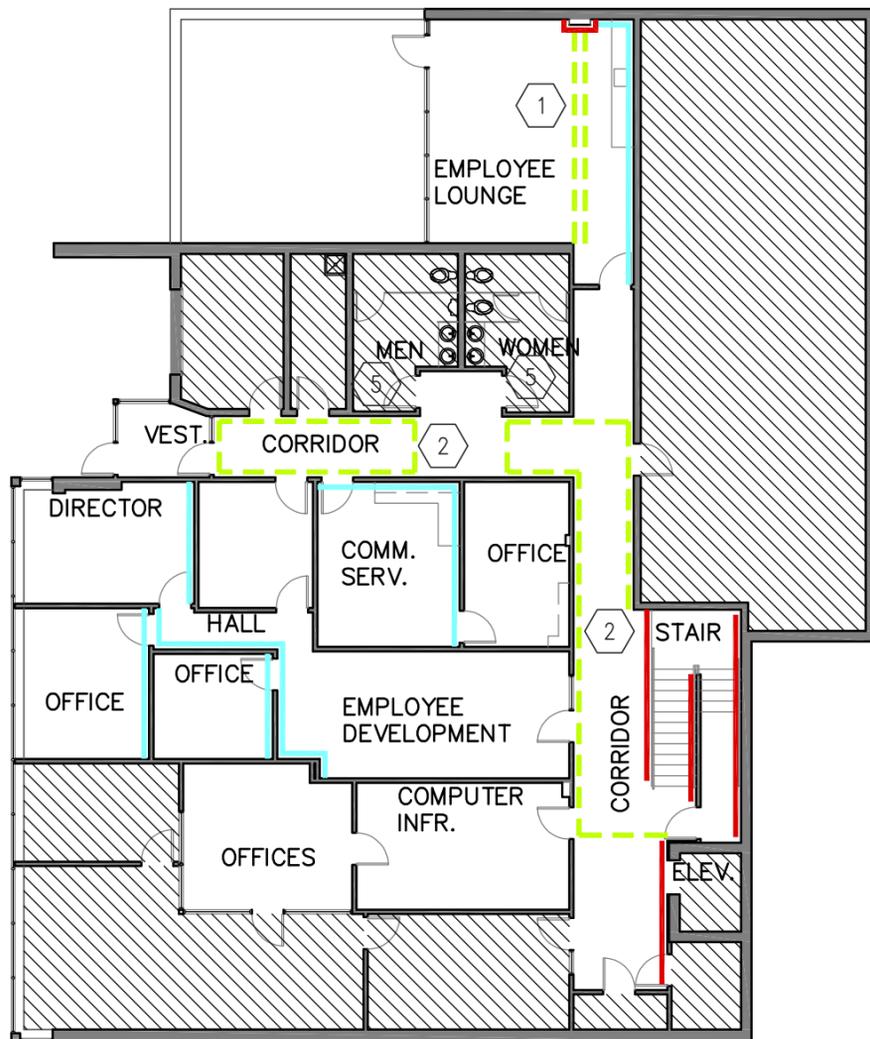
ACCENT COLOR PAINT LOCATIONS KEY

-  = P-3
-  = P-4
-  = P-5

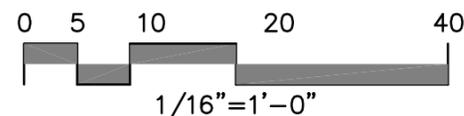
NOTE: ALL GYP. BOARD. WALLS IN ROOMS WITHOUT HATCH ARE PAINTED P-1 U.N.O.

ACCENT COLORED WALLS TO BE PAINTED AS INDICATED.

SEE F4.1 FINISH NOTES FOR MORE INFORMATION



LOWER LEVEL WALL FINISH PLAN



THIS SHEET MUST BE PRINTED IN COLOR

Interior Painting for:
Portage City Hall
7900 South Westnedge Avenue
Portage, Michigan 49002

sheet name
LOWER LEVEL WALL FINISH PLAN

project number
13009.3

drawing date
November 27, 2013
ISSUED FOR BIDS

sheet number

F2.2

FINISH SCHEDULE KEY				
FLOORS:				
CODE	MATERIAL	MANUFACTURER	STYLE	PATTERN &/OR COLOR
WALLS:				
P-1	PAINT TO MATCH	SHERWIN WILLIAMS	Acrylic Latex w/Ceramic Coat-SATIN FIN.	# SW 7051 ANALYTICAL GRAY
P-2	N.U.	N.U.	N.U.	N.U.
P-3	PAINT TO MATCH	SHERWIN WILLIAMS	Acrylic Latex w/Ceramic Coat-SATIN FIN.	# SW 6502 LOCH BLUE
P-4	PAINT TO MATCH	BENJAMIN MOORE	Acrylic Latex w/Ceramic Coat-SATIN FIN.	# 2146-10 DARK CELERY
P-5	PAINT TO MATCH	BENJAMIN MOORE	Acrylic Latex w/Ceramic Coat-SATIN FIN.	# 2062-20 GENTLEMAN'S GRAY
P-6	PAINT TO MATCH	BENJAMIN MOORE	Acrylic Latex w/Ceramic Coat-GLOSS FIN.	# 2126-20 RACCOON FUR
			SEE PAINT SPECS FOR CERAMIC COAT INFO	

FINISH NOTES:

1. ALL EXISTING INTERIOR DOOR AND WINDOW H.M. FRAMES SHALL BE PAINTED P-6.
2. ALL RAILING COMPONENTS AT STAIRS, INCLUDING STAIR STRINGERS, SHALL BE PAINTED P-6. DO NOT PAINT EXISTING WOOD AT STAIR BALUSTRADES.
3. ELEVATOR DOORS AND EXTERIOR SIDE SURROUND PANELS ON BOTH MAIN AND LOWER LEVELS SHALL BE PAINTED P-6.
4. INTERIOR SIDE OF METAL EXIT DOORS & FRAMES IN CITY COUNCIL CHAMBERS SHALL BE PAINTED P-6. DO NOT PAINT MAIN ENTRANCE EXISTING WOOD DOORS!

Interior Painting for:
Portage City Hall
7900 South Westnedge Avenue
Portage, Michigan 49002

sheet name
**FINISH SCHEDULE
KEY AND NOTES**

project number
13009.3

drawing date
November 27, 2013
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sheet number
F4.1