CITY OF ANN ARBOR INVITATION TO BID



2024 WHEELER CENTER PAINTING

ITB No. 4742

Due Date: April 10, 2024 at 11:00 AM (Local Time)

Public Services/Public Works Unit

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
INVITATION TO BID	9
BID FORM	11
APPENDIX A: SAMPLE PURCHASE AGREEMENT	
APPENDIX B: DETAILED SPECIFICATIONS AND PAINTING SCHEDULES	

ATTACHMENTS

City of Ann Arbor Vendor Conflict of Interest Disclosure Form City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice City of Ann Arbor Prevailing Wage Declaration of Compliance

INSTRUCTIONS TO BIDDERS

General

The purpose of this Request for Proposal (RFP) is to select a contractor to provide painting services required by the City of Ann Arbor Public Works Unit.

The scope of services will consist of but not limited to: Examine walls and conditions, repair wall blemishes, surface wall preparation, application of paint, install corner guard - protective wall covering – vinyl base molding.

a) Wall Examination

- a. Inspect walls to identify blemishes and damage that need to be repaired.
- b. Identify work and means to complete work.

b) Surface Preparation

a. Repair and clean walls in preparation of painting and vinyl base trim, and corner guards.

c) Exterior Doors and Frames

- a. Prepare doors and frames for paint.
- b. Paint doors and frames with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

d) Exterior Piping and Connections

- a. Prepare exterior piping and connections for paint.
- b. Paint exterior piping and connections with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

e) Exterior Structural Steel

- a. Prepare exterior structural steel for paint.
- b. Paint exterior structural steel with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

f) Interior Steel Doors and Frames

- a. Prepare interior steel doors and frames for paint.
- b. Paint interior steel doors and frames with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

g) Interior Exposed Duct and Conduit

- a. Prepare interior exposed duct and conduit for paint.
- b. Paint interior exposed duct and conduit with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

h) Interior Exposed Structural Steel Columns and Beams

- a. Prepare interior exposed structural steel columns and beams for paint.
- b. Paint interior exposed structural steel columns and beams with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

i) Interior Structural Steel Columns

- a. Prepare interior structural steel columns for paint.
- b. Paint interior structural steel columns with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

j) Interior Wall and Masonry Block

a. Prepare interior wall and masonry block for paint.

b. Paint interior wall and masonry block with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

k) Corner Guards

- a. Install protective wall coverings on designated walls.
- b. Model 2325.2B, 3" (76) x 3" (76) x 90° Surface mounted corner guard.
 - i. <u>www.wallguard.com</u>
- c. Color
 - i. "Monterey" on surfaces using PT-2 (Manchester Tan) wall paint.
 - ii. "White Sand" on surfaces using PT-1 (China White) wall paint.
 - iii. "Blue Fog" on surfaces using PT-13 (Carolina Skies) wall paint.
- d. Installation to be completed to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended installation set by manufacturer.
- e. Alternative product to be considered by Public Works Unit based on contractor recommendations.

I) Vinyl Base Molding

- a. Remove existing vinyl base molding and prepare of installation of new 4" vinyl base molding.
- b. Color to be approved based on product recommendations of contractor.
- c. Installation to be completed to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended installation set by manufacturer.

m) Ceiling

- a. Prepare ceiling for paint.
- b. Paint interior ceiling with designated color to be provided to an acceptable standard of City of Ann Arbor Public Works Unit and follow recommended painting application set by paint manufacturer.

Any Bid which does not conform fully to these instructions may be rejected.

Mandatory Pre-Bid Meeting and Walk Thru

A mandatory pre-bidders meeting and walk thru will be held on **April 1, 2024 at 1:00 p.m.** at the City of Ann Arbor W.R. Wheeler Service Center – 4251 Stone School Rd. Ann Arbor, MI 48108. The purpose of this meeting is to tour the facility and to answer questions or concerns.

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Services Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in writing. Copies will be posted online at the BidNet.com web site.

An agency may not bring more than two persons to the pre-bid meeting. It is strongly suggested that one of the two people in attendance for an agency be the intended primary contact for the agency if the contract is awarded to that agency. The conference room meeting will be followed by a facility walk thru.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participate in any action contrary to the terms of this provision.

Questions or Clarification / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Tuesday**, **April 2**, **2024** @ **5:00** p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to Kyle Pettibone, Public Works Engineer, kjpettibone@a2gov.org

Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **April 10, 2024 at 11:00 a.m. (Local time).** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: <u>ITB No. 4742 – 2024 Wheeler Center Painting</u>.

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, c/o Customer Services, 1st Floor 301 East Huron Street Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately.

No immediate decisions are rendered.

The following forms provided within this ITB Document should be included in submitted bids.

- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- City of Ann Arbor Prevailing Wage Declaration of Compliance

Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8 a.m. to 5 p.m. (except holidays). The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract

with the City.

Wage Requirements

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before responses are due shall apply to this contract. The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this RFP the Construction Type of <u>Building</u> will apply.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the

bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should only be submitted in writing to the Designated City Contacts provided herein. Attempts by a bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

Type of Contract

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Prevailing Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered ______, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

	SIGNED THIS	DAY OF	, 2024.
Bidder's Name		Authorized S	gnature of Bidder
Official Address		(Print Name o	of Signer Above)
Telephone Number	er	Email Addres	s for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

-	nized and doing business under the laws of the S	
	for whom	
	, whose signature is affixed to this Bio	d, is authorized to execute
contracts.		
	f not incorporated in Michigan, please attach the corporation's	-
whom	company doing business under the laws of th bearing the title of	· · · · · · · · · · · · · · · · · · ·
whose signature is a LLC.	ffixed to this proposal, is authorized to execute of	contract on behalf of the
of, w	nized under the laws of the state of whose members are (list all members and the street if necessary):	and filed in the count eet and mailing address o
* An individual, whos Authorized Official	se signature with address, is affixed to this Bid:	(initial here)
	Date	, 2024
(Print) Name	Title	
Company:		
Address:		
Contact Phone ()	Fax ()	
Fmail		

BID FORM – PRICING ITB No. 4742

VENDOR NAME:

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Prices must be firm for the entire term of the Contract.

Item Description	Unit of Measure	Estimated Quantity*	Unit Price	Total Price
Wall Examination	LS	1		
Surface Preparation	LS	1		
Exterior Doors and Frames	Each	50		
Exterior Piping and Connections	Each	2		
Exterior Structural Steel	SQ FT	1,250 SF		
Interior Steel Doors and Frames	Each	105		
Interior Exposed Duct and Conduit	LF	250'		
Interior Exposed Structural Steel Columns and Beams	SQ FT	5,000 SF		
Interior Wall and Masonry Block	SQ FT	25,000 SF		
Corner Guards	Each	15		
Vinyl Base Molding	LF	200'		
Ceiling	SQ FT	1,250 SF		
		Estima	ted Total Price:	

Total price written out:	

^{*}Note: Quantities are for bidding purposes only. Final quantities and scope of work may be negotiated upon Contract award.

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1.	Company or City	
	Contact Name	
	Telephone Number	
	E mail	
0	0	
2.	Company or City	
	Contact Name	
	Telephone Number	
	E-mail	
3.	Company or City	
ა.	Company or City	
	Contact Name	
	Telephone Number	
	E-mail	
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APPENDIX A: SAMPLE PURCHASE AGREEMENT

APPENDIX A - SAMPLE CONTRACT

GENERAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] Other, [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

1. **DEFINITIONS**

Administering Service Area means [TBD].

Contract Administrator means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. DURATION

A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or
	Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit
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3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an

- additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. <u>Nondiscrimination</u>. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. <u>Living Wage</u>. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815;

and otherwise to comply with the requirements of Chapter 23.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to

- hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

[TBD] ATTN: [TBD] [TBD] [TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor ATTN: [TBD] 301 E. Huron St. Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor ATTN: Office of the City Attorney 301 East Huron Street, 3rd Floor Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City

acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

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CITY OF ANN ARBOR

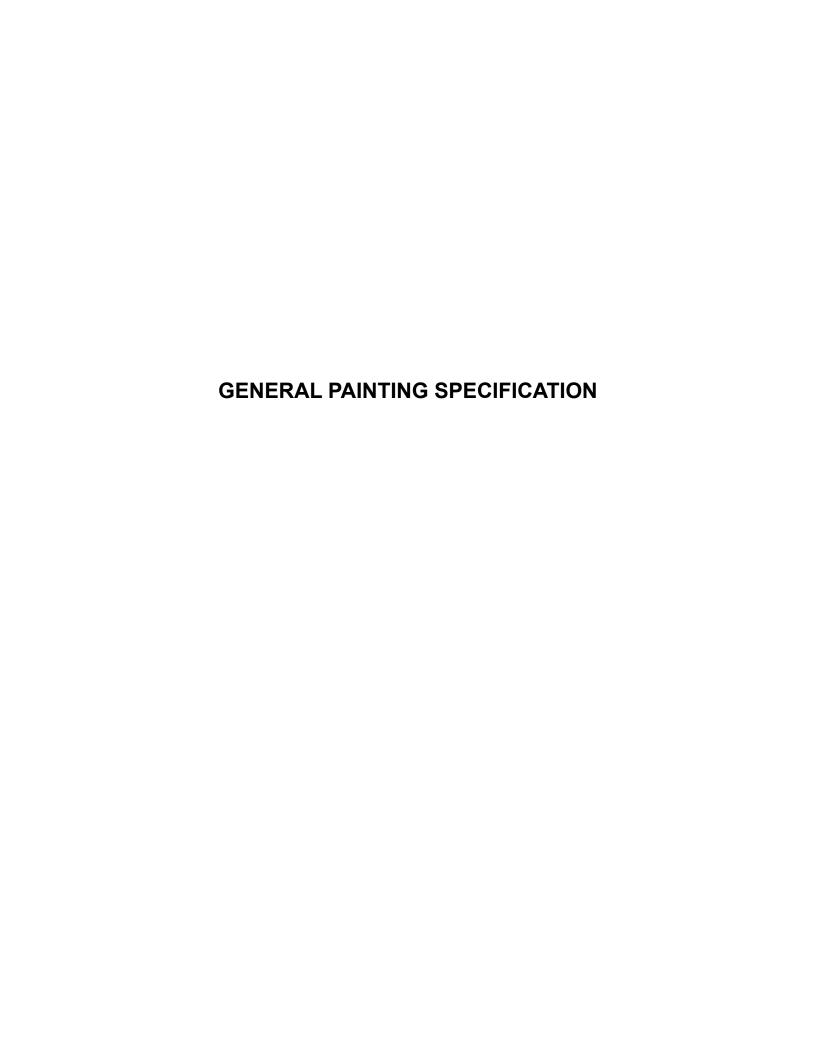
Ву:		Ву:	
Name:	[TBD]	Name:	Milton Dohoney Jr.
Title:	[TBD]	Title:	City Administrator
Date:		Date:	
		Approve	ed as to form:
		Ву:	
		Name:	Atleen Kaur
		Title:	City Attorney
		Date:	



Specification for Project Coordination and Schedule

DESCRIPTION

- 1. Wheeler Center working hours are from 7am-4pm, Monday-Friday, excluding City Holidays.
- 2. After hours or weekend access may be coordinated with the City Project Manager (PM).
- 3. Prior to beginning work, Contractor shall provide tentative project schedule. Project schedule shall include:
 - a. Sequence of rooms to be painted
 - b. Duration of work in each room
 - c. Description of preparation work required by Contractor
 - d. Description of preparation work required by Building Staff (e.g. moving furniture)
- 4. As work progresses and rooms are scheduled to be painted by the Contractor, Contractor shall provide City PM written notice minimum 3 business days prior to commencing work in a scheduled room.
- 5. Building staff will be responsible for moving office supplies, furnishings, and other obstructions to provide painting access as required.
- 6. City may dictate project schedule as required for maintaining operations.



PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section describes painting work, generally as follows:
 - 1. Exterior items and surfaces that are new, or indicated on drawings by notes or symbols, or both. In addition, paint items specified in this section to be painted which are not otherwise indicated to be painted.
 - 2. Interior items and surfaces that are new, or listed on Finish Schedule, or indicated on drawings by notes or symbols, or by any of these methods. In addition, paint items specified in this section to be painted which are not otherwise indicated to be painted.
 - 3. If a new item or surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. Resolve any conflicts of material colors with the Owner prior to application.
 - 4. Repair of existing surfaces as specified in this section.
 - 5. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified in other sections.
- B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Glass and glazing.
 - b. Metal ceilings.
 - c. Rubber base.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Duct shafts.
 - 3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - 4. Operating parts include moving parts of operating equipment and the following:
 - a. Coiling doors.
 - b. Exposed door closer arms.
 - 5. Labels: Do not paint over Underwriters Laboratories Inc. (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Division 1 for volatile organic compound (VOC) content restrictions.

- B. Division 5 for shop priming structural steel and ferrous metal.
- C. Division 8 for shop priming steel doors and frames.
- D. Division 9 for surface preparation of gypsum board and for industrial paints and coatings of steel.
- E. Painting of mechanical and electrical work is specified in Divisions 21 through 23 and 26 through 28, respectively.

1.3 REFERENCES

A. MPI: Master Painters Institute

1.4 SUBMITTALS

- A. Product Data: Describe every required paint system.
 - 1. Material List: Provide an inclusive list of surfaces and proposed coating materials, including anticipated minimum dry film thickness of each coat. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification. Include composition of pigment and vehicle, with percentages.
 - 2. Manufacturer's certification that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Submit 8" x 10" drawdowns for review of color and texture only. Resubmit samples as requested until required sheen, color and texture is achieved.
- C. Samples: Provide samples of all paint materials as specified in the Color Schedule article at the end of this section.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the requirements of Section 016116, Volatile Organic Compound (VOC) Content Restrictions.
- B. Reference Standard for Workmanship: MPI.
- C. Show product name on label of containers identical with that used in product data submitted as specified above.

D. Field Control Samples:

- 1. Request review of first finished room, space, or item of each color scheme required as a sample of selected colors, finish, texture and workmanship; under illumination equal to that expected at occupancy.
- 2. For spray or roller application, paint at least 100 sq. ft. of surface.
- 3. Consider approved samples as the project standard.

- E. The thickness of the dry paint film will be verified at various intervals and locations during the course of the painting work. At each test, several readings will be taken to determine the average mil thickness.
 - 1. An area will be considered deficient where, when compared to the dry film thickness specified by the manufacturer or calculated from the recommended spreading rate, the average of 5 readings is more than 10 percent low or a single reading is more than 30 percent low.
 - 2. Paint will be considered testable after twice the manufacturer's recommended time for recoating or 24 hours, whichever is longer.
- F. Apply and reduce materials only as specified or recommended by the manufacturer's printed instructions. Where manufacturer has made additional recommendations apparently in conflict with these specifications, allow for review and approval of additional recommendations before proceeding.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original containers, materials specified by name, manufacturer or standard with labels legible and intact.
- B. Store in suitable location as directed, in accordance with label instructions.
- C. Do not store paint-soiled rags, waste, etc., on premises, except where stored in metal containers with tight metal covers.

1.7 PROJECT CONDITIONS

- A. Comply with paint manufacturer's recommendations concerning environmental conditions under which coatings and coating systems may be applied.
 - 1. Apply paint only when surface and air temperatures are above 50°F.
 - 2. Do not apply exterior paint in rainy weather.
 - 3. Do not apply paint in direct sun or when surface is hot or under other conditions which prevent proper application and drying.
- B. Do not apply finish in areas where dust is being generated.
- C. Protect work of other trades. Correct painting related damage by cleaning, repairing or replacing and refinishing, as directed.
- D. Do not paint any moving parts of operating units, or over any equipment identification, performance rating, name or nomenclature plates or code-required labels.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS OF PAINT MATERIALS

A. Products shall comply with MPI standards indicated and shall be listed in the "MPI Approved Products List."

2.2 MATERIALS

- A. See painting schedule at the end of this section.
- B. Provide brands and qualities of materials for use on work exactly as specified.
- C. Provide products of a single manufacturer for coating systems applied to each type of surface.
- D. Coordination: Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Submit written notification of anticipated problems using specified coatings with substrates primed by others.

E. Paint Colors:

- 1. Colors as indicated.
- 2. Paint area of each color for observation, review and revisions before batch mixing of colors, or shipping large quantities of that color to job. Allow revisions to approved colors and textures after review of initial area of each color.
- 3. Vary top coats in shade from preceding coat without affecting finish color.

F. Mixing and Tinting:

- 1. Job mix or job tint only if approved. Mix only in pails in suitably sized non-ferrous or oxide-resistant metal pans.
- 2. Strain to remove lumps and specks.
- 3. Use tinting colors recommended by manufacturer for the specific type of finish.
- 4. Add non-mercuric fungicidal agent to exterior finishes by manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify that spaces are broom clean, with surfaces free of foreign matter.

B. Moisture Content:

- 1. Surfaces: Suitably dry and adequately protected from dampness.
- 2. Follow recommendations of paint manufacturer for allowable moisture for specific type surfaces.
- C. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work as specified. Correct unsatisfactory conditions.
- D. Proceed with surface preparation and coating application only after conditions are suitable

3.2 SURFACE PREPARATION

- A. Do not apply finishes until surfaces are dry and clean and in proper condition to receive finish.
- B. In addition to painting specified, sand and patch prime coats specified under other sections.
- C. Perform preparation and cleaning procedures in accordance with coating manufacturer's instructions for each substrate condition.
- D. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be finish-painted, or provide surface-applied protection. Reinstall removed items.
- E. Plaster and Wallboard Materials:
 - 1. Test plaster with one percent solution of phenolphalein in alcohol for dryness and excess acid. Treat excess lime with zinc sulfate solution after observation.
 - 2. Rake cracks, scratches and abrasions. Fill with thin layers of patching plaster or joint cement as appropriate.
 - 3. Sand smooth; do not raise nap of paper on wallboard.
- F. Concrete and Masonry: Fill minor holes to provide uniform texture over surface as approved. Acid etch concrete surfaces receiving oil-based paints and rinse thoroughly.
- G. Ferrous Metal Surfaces:
 - 1. Remove dirt and grease with mineral spirits.
 - 2. Remove dust, mill scale, and defective paint down to sound surface using scraper, sandpaper or wire brush as necessary. Clean rusted surfaces down to bare metal.
 - 3. Feather edges of sound paint by grinding.
 - 4. Where large areas of bare metal are exposed prime with anti-rust primer recommended for this exposure.
- H. Galvanized Steel and Aluminum Surfaces:
 - 1. Clean surface with solvent to remove oily residue. Dry with clean cloth.
 - 2. Prime with anti-rust 2-coat primer system recommended for this exposure.
- Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - 1. Prime wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood.
 - 2. After priming, fill holes and imperfections in finish surfaces with plastic wood filler. Sand smooth when dried.
- J. For surface preparation of other materials not specifically noted, provide appropriate primers and cleaning agents.

3.3 SURFACE PREPARATION, EXISTING SURFACES

- A. For surfaces damaged during construction, or indicated as being re-painted: Remove existing loose, blistered, scaled or crazed finish to bare base material surface. Where new work joins existing work, prepare existing surfaces extending to the nearest break in the plane. Wash surfaces with TSP and water or other solution as required.
 - 1. Prevent impaired bond or bleed through by removing accumulated films of wax, oil, grease, smoke or other foreign matter.
 - 2. After washing, rinse with potable water and let thoroughly dry.
- B. High-Gloss and Semi-Gloss surfaces: Wash and rinse as noted above, then wipe with liquid de-glosser or other acceptable preparation compound.
- C. Existing Painted Concrete (surfaces of existing building exposed at completion of this work):
 - 1. Remove loose, flaking and blistered paint.
 - 2. Fill contraction and other cracks with elastomeric sealant, work well into the cracks to prevent further leaks. Wipe off excess material.
 - 3. Apply latex base filler or suitable prime and fill material to fill "pock marks," air bubbles and other surface irregularities, including those due to paint removal (or sand existing finish to featheredge). Wipe off excess; let dry at least 24 hours before applying specified primer.

D. Existing Painted Ferrous Metal:

- 1. Remove rust and loose paint to bare metal; solvent wash and prime as specified for new work.
- 2. Sand rough edges of bare areas to feather edge at adjacent sound paint before priming.

E. Existing Gypsum Board Walls and Ceilings:

- 1. Bring to attention of appropriate trades, in timely manner, broken and disintegrated wallboard or areas with major damage or holes.
- 2. Fill cracks and defects with spackle, "Swedish putty" or approved patching plaster; vinyl base spackle may be used at gypsum board. Apply texture as required to match existing adjacent surfaces.
- 3. Prime bare, filled and patched surfaces with primer specified.

3.4 APPLICATION

- A. Paint materials may be applied to fields of walls, ceilings and painted doors with rollers or airless spray equipment. Brush-paint other work except as specifically indicated.
 - Doors:
 - a. Where silk-screened signage is applied to painted doors as specified elsewhere, apply paint to doors with airless spray equipment.
 - b. Lay off other painted doors with roller of acceptable texture after application of paint.
 - 2. Apply each coat evenly, without brush marks, skipped or missed areas; and without sags, runs or other blemishes.
 - 3. Where spray application is permitted, spray each coat without streaking, lapping or pile up of paint, and lay off with roller for light stippled surface (except as noted).

- B. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted. Apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.
- C. Apply each material at not less than the manufacturer's recommended spreading rate, to provide a total dry film thickness of not less than 3.0 mils for the coating systems applied under this section.
- D. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

E. Observation of Surfaces:

- 1. Do not apply additional coats until completed coat has been reviewed and approved.
- 2. Only observed coats of paint will be considered in determining number of coats applied.
- F. Paint surfaces behind furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only, wherever possible.
 - 1. Paint interior surfaces, where visible through registers or grilles, flat, non-specular black.
 - 2. Paint backsides of access panels, and removable or hinged covers to match exposed surfaces.
- G. Sand lightly between succeeding coats.
- H. Finish door edges, tops and bottoms to match faces.
- I. Refinish whole wall where portion of finish has been damaged or is not acceptable.
- J. Make edges of paint adjoining other materials or colors clean and sharp without overlapping. Exercise care that paint does not lap or splatter onto surfaces scheduled to receive other finishes or which are not to be painted.

3.5 CLEANING

- A. Remove spilled, splashed or spattered paint.
- B. Do not mar surface finish of item being cleaned.
- C. Leave storage space clean and in condition required for equivalent spaces in project.
- D. Produce a satisfactory finish by painting or repainting as directed, surfaces from which paint spatters cannot satisfactorily be removed.

3.6 PAINTING SCHEDULE

- A. Architecturally Exposed Structural Steel:
 - 1. Touch-up primer applied as specified elsewhere.
 - 2. Provide two coats of water based gloss enamel.

- 3. Water Based Gloss Enamel: As listed in the MPI Approved Products List.
- 4. Colors: See color schedule.
- 5. Provide two coats with total dry film thickness not less than 4.0 mils.

B. Other Exterior Metalwork:

- Same system as architecturally exposed structural steel, except reduce gloss as directed.
- 2. Apply to:
 - a. Ladders, gratings, stairs, railings, bollards, and equipment stands.
 - b. Metal doors and frames.
 - c. Rooftop mechanical and electrical items, whether prefinished or not.
 - d. Electrical panels, wireways, and weatherproof electrical outlets.
 - e. Paint other exterior metalwork items; work of this article is not limited to the items listed above.
- C. Exterior Concrete, CMU and Plywood (FRT) Walls and Gypsum Soffits: Apply exterior water or solvent based primer recommended by manufacturer for each substrate, and two coats of water based exterior flat enamel.
 - 1. Primer at Concrete Masonry Units: Block filler recommended by coating manufacturer. Apply at a rate providing complete coverage, with pores filled.
 - 2. Provide products listed in the MPI Approved Products List.
 - 3. Colors and Gloss: See color schedule.
- D. Epoxy Paint: Polyamide type.
 - 1. Apply two coats epoxy finish to surfaces shown in Finish Schedule.
 - a. Apply over block filler at concrete masonry.
 - b. Add "Non-Skid" additive where used on concrete floors (add sand as approved at concrete stairs).
 - 2. Provide polyamide epoxy coatings listed in the MPI Approved Products List.
 - Colors: See color schedule.
 - 4. Block Filler: As recommended by epoxy coating manufacturer. Apply at a rate providing complete coverage, with pores filled.
 - 5. Employ company licensed by manufacturer for application of the process. Prepare surface and apply materials under the direct supervision of and in accordance with the field instructions of the representative of the material manufacturer.
- E. Other Interior Surfaces, including Walls and Ceilings of Concrete, Concrete Masonry Units, Plaster and Veneer Plaster, Glass Fiber Reinforced Gypsum Fabrications and Gypsum Wallboard:
 - 1. First Coat at Concrete Masonry Units: Block filler recommended by coating manufacturer. Apply at a rate providing complete coverage, with pores filled.
 - 2. First Coat at Other Surfaces: PVA polyvinyl acetate primer.
 - 3. Second and Third Coats: Water-based eggshell enamel; top coat applied with fine stippling roller.
 - 4. Provide products listed in the MPI Approved Products List.
 - 5. Colors and Gloss: See color schedule.

F. Interior Metalwork:

- In addition to priming and touch-up, apply two coats of solvent based semi-gloss enamel
- 2. Provide products listed in the MPI Approved Products List.

- 3. Third Coat at Flatwork: Match adjoining finish.
- 4. Apply to:
 - a. Exposed ductwork and wall grilles: Omit third coat at ductwork. Ductwork in mechanical rooms not painted under this section.
 - b. Exposed piping: Omit third coat.
 - c. Electrical and electronic panels, including metal faces of wall-mounted exit signs.
 - d. Ductwork and piping need not be painted where ceiling is not finished, unless otherwise noted.
 - e. Apply also to other interior metal surfaces not scheduled for other finishes; work of this article is not limited to the items listed above.
- 5. Basic Criteria for Painting Interior Metal Items:
 - a. Where suspended ceilings are installed, paint all exposed items below and at the perimeter.
 - b. Where metal ceiling is scheduled, paint exposed items in cavity above ceiling, including sprayed fireproofing.
 - c. At other locations, painting of mechanical and electrical items is not required.
- 6. Spray-apply to exposed door closer covers (remove from door first).
- 7. Colors and Gloss: See color schedule.
- G. Take special care to keep the items scheduled for "No Finish" clean; finish not required.

WHEELER CENTER ORIGINAL PAINTING SPECIFICATIONS

SECTION 09912 INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Steel.
 - 4. Galvanized metal.
 - 5. Gypsum board.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.
- C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.3 QUALITY ASSURANCE

A. MPI Standards:

- Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
- Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- B. Mockups: Apply benchmark samples 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.
 - Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft...
 - b. Other Items: Architect will designate items or areas required.
 - Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. Material Compatibility:

- 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.
- 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.
- B. Colors: As selected by Architect from manufacturer's full range.

2.2 BLOCK FILLERS

A. Interior/Exterior Latex Block Filler: MPI #4.

2.3 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

2.4 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
- B. Cementitious Galvanized-Metal Primer: MPI #26.

2.5 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
- B. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).
- C. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).

2.6 ALKYD PAINTS

- A. Interior Alkyd (Semigloss): MPI #47 (Gloss Level 5).
- B. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).
- C. Alkyd Traffic Marking Paint: MPI #32.

2.7 FLOOR COATINGS

- A. Interior/Exterior Clear Concrete Floor Sealer (Water Based): MPI #99.
- B. Interior/Exterior Clear Concrete Floor Sealer (Solvent Based): MPI #104.

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 work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

CITY OF ANN ARBOR NEW OPERATIONS AND MAINTENANCE FACILITY PROJECT NO. 05-309.00

1. Concrete: 12 percent.

2. Masonry (Clay and CMU): 12 percent.

3. Gypsum Board: 12 percent.

- Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

 Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

- C. 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.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:

Mechanical Work:

- a. Uninsulated metal piping.
- b. Uninsulated plastic piping.
- c. Pipe hangers and supports.
- d. Tanks that do not have factory-applied final finishes.
- e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
- f. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
- 2. Electrical Work:
 - a. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- E. 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.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.3 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Latex System: MPI INT 3.1E.
 - a. Prime Coat: Interior latex matching topcoat.

- b. Intermediate Coat: Interior latex matching topcoat.
- c. Topcoat: Interior latex (semigloss).
- 2. Latex Over Sealer System: MPI INT 3.1A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
- 3. Alkyd System: MPI INT 3.1D.
 - a. Prime Coat: Interior latex primer/sealer.
 - Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (semigloss).
- B. Concrete Substrates, Horizontal Surfaces:
 - 1. Clear Sealer System: MPI INT 3.2F.
 - a. First Coat: Interior/exterior clear concrete floor sealer (solvent based).
 - Topcoat: Interior/exterior clear concrete floor sealer (solvent based).
 - Water-Based Clear Sealer System: MPI INT 3.2G.
 - a. First Coat: Interior/exterior clear concrete floor sealer (water based).
 - b. Topcoat: Interior/exterior clear concrete floor sealer (water based).
- C. CMU Substrates:
 - 1. Latex System: MPI INT 4.2A.
 - a. Prime Coat: Interior/exterior latex block filler.
 - Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
 - 2. Alkyd System: MPI INT 4.2C.
 - a. Prime Coat: Interior/exterior latex block filler.
 - Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (semigloss).
 - 3. Alkyd Over Latex Sealer System: MPI INT 4.2N.
 - a. Prime Coat: Interior/exterior latex block filler.
 - b. Sealer Coat: Interior latex primer/sealer.
 - c. Intermediate Coat: Interior alkyd matching topcoat.
 - d. Topcoat: Interior alkyd (semigloss).
- D. Steel Substrates:
 - Latex Over Alkyd Primer System: MPI INT 5.1Q.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
 - 2. Alkyd System: MPI INT 5.1E.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (semigloss).
- E. Galvanized-Metal Substrates:
 - 1. Latex System: MPI INT 5.3A.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).

- 2. Latex Over Waterborne Primer System: MPI INT 5.3J.
 - a. Prime Coat: Waterborne galvanized-metal primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
- 3. Alkyd System: MPI INT 5.3C.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (semigloss).
- F. Gypsum Board Substrates:
 - 1. Latex System: MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (satin).

END OF SECTION 09912

SECTION 09960 HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes surface preparation and application of high-performance coating systems.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of finish-coat product indicated.
- C. Product List: For each product indicated. Crossreference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.3 QUALITY ASSURANCE

- A. Master Painters Institute (MPI) Standards:
 - Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and coating systems indicated.
- B. Mockups: Apply benchmark samples of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - Architect will select one surface to represent surfaces and conditions for application of each type of coating and substrate.
 - Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.
 - Other Items: Architect will designate items or areas required.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

 Provide materials for use within each coating 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. Provide products of same manufacturer for each coat in a coating system.
- B. Colors: As selected by Architect from manufacturer's full range.

2.2 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI#4.
- B. Epoxy Block Filler: MPI #116.

2.3 METAL PRIMERS

- A. Cold-Curing Epoxy Primer: MPI #101.
- B. Alkyd Anticorrosive Metal Primer: MPI #79.

2.4 EPOXY COATINGS

- A. Epoxy, Cold-Cured, Gloss: MPI #77.
- B. Water-Based Epoxy (Interior and Exterior): MPI #115.
- C. High-Build Epoxy Marine Coating, Low Gloss: MPI #108.

2.5 POLYURETHANE COATINGS

- A. Two-Component, Polyurethane, Pigmented, Gloss: MPI #72.
- B. Two-Component, Polyurethane Non-Slip Coating: MPI #83.

2.6 INTERIOR HIGH-PERFORMANCE ARCHITECTURAL LATEX COATINGS

A. High-Performance Architectural Latex, Semigloss Finish: MPI #141, Gloss Level 5.

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 work.
 - Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (CMÚ): 12 percent.
 - c. Gypsum Board: 12 percent.
 - Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - Coating application indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of

size or weight of item, provide surface-applied protection before surface preparation and coating.

- 1. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
- C. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
 - Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- E. CMU Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale using methods recommended in writing by coating manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 CLEANING AND PROTECTION

- At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. CMU Substrates:
 - 1. Polyurethane, Pigmented, Over High-Build Epoxy Coating System:
 - a. Block Filler: Epoxy block filler, MPI #116.
 - b. Intermediate Coat: High-build epoxy marine coating, low gloss, MPI #108.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss, MPI #72.
- B. Steel Substrates:
 - Polyurethane, Pigmented, Over Epoxy Coating System:
 - a. Prime Coat: Cold-curing epoxy primer, MPI #101.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. First Topcoat: Polyurethane, two-component, pigmented, gloss, MPI #72.
 - d. Second Topcoat: Polyurethane, two-component, pigmented, gloss, MPI #72.
- C. Galvanized-Metal Substrates:
 - 1. Polyurethane, Pigmented Coating System:
 - a. Prime Coat: Cold-curing epoxy primer, MPI #101.
 - b. Intermediate Coat: Not required.
 - First Topcoat: Polyurethane, two-component, pigmented, gloss, MPI #72.
 - d. Second Topcoat: Polyurethane, twocomponent, pigmented, gloss, MPI #72.

3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Concrete Substrates, Vertical Surfaces:
 - 1. Epoxy Coating System:
 - a. Prime Coat: Epoxy, cold-cured, gloss, MPI #77.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. Topcoat: Epoxy, cold-cured, gloss, MPI #77.
- 3. Concrete Substrates, Horizontal Surfaces.
- 1. Polyurethane, Pigmented Coating System:
 - a. Prime Coat: Epoxy, cold cured, gloss, MPI #77.

- b. Intermediate Coat: Two-component, polyurethane, non-slip coating, MPI #83.
- c. Topcoat: Two-component, polyurethane, non-slip coating, MPI #83.
- C. CMU Substrates:
 - 1. Epoxy Coating System:
 - a. Prime Coat: Interior/exterior latex block filler, MPI #4.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. Topcoat: Epoxy, cold-cured, gloss, MPI #77.
- D. Steel Substrates:
 - 1. Epoxy Coating System:
 - a. Prime Coat: Cold-curing epoxy primer, MPI #101.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. Topcoat: Epoxy, cold-cured, gloss, MPI #77.
- E. Galvanized-Metal Substrates:
 - 1. Epoxy Coating System:
 - a. Prime Coat: Cold-curing epoxy primer, MPI #101.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. Topcoat: Epoxy, cold-cured, gloss, MPI #77.
- F. Gypsum Board Substrates:
 - 1. Epoxy Coating System:
 - a. Prime Coat: Interior latex primer/sealer, MPI #50.
 - Intermediate Coat: Epoxy, cold-cured, gloss, MPI #77.
 - c. Topcoat: Epoxy, cold-cured, gloss, MPI #77.

END OF SECTION 09960



Room Number	Room Name	North Wall	South Wall	East Wall	West Wall Ceiling	Interior Columns	Interior Struc Steel	Lintels	Interior Door Frames	Interior Steel Doors	Interior Door Frames w Transom 2side	Frames w Transom w SideLite 2side	Exterior Door Frames	Exterior Steel Door Panel	_	rs Garage Door e Frames	-	Exterior Struct Steel	Exterior Gas Pipe	Notes
									Opera	tions Building					-					
100	Boiler																		PT-6AG	
101	Ball Diamond	_																		
102	Meter	_								PT-11AS	PT-11AS	-								
103	Electrical	_								PT-11AS	PT-11AS	_								
104	Archive	_							-	PT-11AS	PT-11AS	-								
105	WorkOut	_							-	PT-11AS	PT-11AS									
106	WorkOut	DT 450	DT 456	DT 450	DT 450	DT 416	_			PT-11AS	PT-11AS									
107	Mens Locker	PT-1ES	PT-1ES	PT-1ES	PT-1ES	PT-1LS			-	PT-11AS	PT-11AS	-								
108	Janitor	DT 11C	DT 11.C	DT 11.0	DT 11 C					PT-11AS	PT-11AS									
109	Corridor	PT-1LS	PT-1LS	PT-1LS PT-1LS / PT-	PT-1LS															
110	Corridor	PT-1LS		6LS	6LS															1
111	Corridor	PT-1LS / PT- 6LS	PT-1LS / PT- 6LS	PT-1LS																1
112	Signal Storage									PT-11AS	PT-11AS									
113	Assembly Room									PT-11AS	PT-11AS	_			PT-11AS					
114	Park Crew									PT-11AS	PT-11AS				PT-11AS	_				
115	Carp								-	PT-11AS	PT-11AS				PT-11AS	_				
116	Signal Fab						_			PT-11AS	PT-11AS				PT-11AS	_				
117	Womens Locker	PT-1LS	PT-1LS	PT-1LS	PT-1LS	PT-1LS	_			PT-11AS	PT-11AS									
118	Vending	PT-3LS	PT-3LS	PT-1LS	PT-1LS	PT-1LS														
119	IT Storage/PPE	_							-	PT-11AS	PT-11AS	-								
120	Signal Control	_								PT-11AS	PT-11AS									
121	Not Used	_								DT 1116	DT 444C									
122	Data	_							-	PT-11AS	PT-11AS	-								
123	Electrical	_							-	PT-11AS	PT-11AS	-			DT 11AC	_				
124 125	TSU Corridor		PT-1LS		PT-1LS / PT-					PT-11AS	PT-11AS				PT-11AS	-				1
				6LS	6LS											_				_
126	Utility Storage	_								PT-11AS	PT-11AS				PT-11AS	_				
127	Sign	_								DT 1110	DT 4446									
128	Sign	-								PT-11AS	PT-11AS									
129 130	Sign	-								PT-11AS	PT-11AS									
	Compressor									DT 11AC	DT 11AC									
131 132	Radio Radio									PT-11AS PT-11AS	PT-11AS PT-11AS				PT-11AS					
133	Signal Cab Fab									PT-11AS PT-11AS	PT-11AS				L1-TTA2					
134	Electrical	-							PT-4AS	L I-TTA3	L I-TIM3									
135	Open Office	PT-13LS			PT-1LS	PT-1LS			1 1-4A3								PT-1LS			2,3,4,5
136	Office	L 1-13F2			L I-TL	PT-1LS						PT-11AS					L I-TF2			6
137	Office					PT-1LS						PT-11AS								6
138	Office	PT-16LS	PT-16LS	PT-16LS	PT-16LS	11111						PT-11AS								6
139	Office	1013	1013	1013	7.1.2025	PT-1LS						PT-11AS								6
140	Office					PT-1LS						PT-11AS								6
141	Conf					120						PT-11AS								6
142	Conf					PT-1LS						PT-11AS								

Room Number	Room Name	North Wall	South Wall	East Wall	West Wall	Ceiling	Interior Columns	Interior Struc Steel	Interior Lintels	Interior Door Frames	Interior Steel Doors	Interior Door Frames w Transom 2side	Frames w Transom w SideLite 2side	Exterior Door Frames	Exterior Steel Door Panel	Garage Doors Exterior Face	_	Exposed Duct Work	Exterior Struct Steel	Exterior Gas Pipe	Notes
143	Library	PT-1LS	PT-1LS	PT-15LS	PT-1LS		PT-15LS						PT-11AS								
144	Reception		PT-1LS			PT-1LS							PT-11AS								
145	Сору	PT-1LS	PT-1LS	PT-1LS	PT-1LS		PT-1LS						PT-11AS								6
146	IT Closet		,										PT-11AS								
147	Mens	CMU PT-2ES / Gyp PT-2LS	PT-2LS	CMU PT-2ES / Gyp PT-2LS	PT-2LS					PT-4AS											7
148	Womens	CMU PT-2ES / Gyp PT-2LS	PT-2LS	PT-2LS	CMU PT-2ES / Gyp PT- 2LS					PT-4AS											8
149	Lobby	PT-1LS					PT-1LS	PT-1LS	PT-1LS												9
150	Entry			,			PT-1LS	PT-1LS	PT-1LS												10
151	Police		PT-2LS	PT-2LS				PT-1LS					PT-4AS								11,12
152	Supervisor	PT-2LS		PT-2LS			PT-1LS	PT-1LS					PT-4AS								13,14
153	Corridor Supervisor		PT-2LS	PT-2LS	PT-2LS			_					PT-4AS								15
154	Supervisor	PT-2LS	PT-1LS	PT-1LS	PT-2LS	-	PT-1LS						PT-4AS								16
155	Supervisor	PT-2LS	PT-2LS	PT-1LS	PT-2LS		DT 41.0	_					PT-4AS	-							17,18
156 157	Supervisor Janitor	PT-2LS	PT-2LS	PT-1LS	PT-2LS		PT-1LS						PT-4AS PT-4AS	-							19,20
		DT 21.C	DT 21.0	DT 21.C	DT 21.C								P1-4A5								
158 159	Kitchenette	PT-2LS PT-2LS	PT-2LS PT-2LS	PT-2LS PT-2LS	PT-2LS		PT-1LS	PT-1LS					PT-4AS	_							21 22
160	Supervisor Office CARA	PT-2LS PT-15LS	PT-2L3	P1-2L3	PT-15LS		P1-1L3	PI-IL3					PT-11AS	-							21,22
161	Office FINANCE	PT-13LS	F1-13L3		PT-13LS	-	PT-1LS	_					PT-11AS	-							23
162	Office GIS	11 1213			111213		11 113						PT-11AS	-							23
					. — . — . — . —					Vehic	le Storage Bldg					. — . — . — .					
300	Bunker Cold Patch				. — . — . — . —									PT-11AS	PT-11AS	PT-11AS	PT-11AS				
301	Bunker	_														PT-11AS	PT-11AS	-			
302	Bunker															PT-11AS	PT-11AS				
303	Bunker	_														PT-11AS	PT-11AS				
304	Solid Waste									PT-4AS	PT-4AS										
305	Sanitary Hose Rm									PT-4AS	PT-4AS	-									
306	Utility Cage																				
307	Utility Cage																				
308	Electrical									PT-4AS	PT-4AS			PT-11AS	PT-11AS						
309	Utility Cage	_														PT-11AS	PT-11AS				
310	Utility Cage															PT-11AS	PT-11AS				
311	Signal Cage																,				
312	Parking Area	_					PT-1LS	PT-1LS						PT-11AS	PT-11AS	PT-11AS	PT-11AS		PT-14UG	PT-6AG	24
313	Parks Cage	_																			
314	Forestry Cage																				
315	Parks Cage										1										
316	Forestry Storage							PT-1LS		PT-4AS	PT-4AS					DT 444C	DT 444C				
	Garage	-						PT-1LS		DT 4AC	DT 4AC	-				PT-11AS	PT-11AS				
317 318	Park Storage							PT-1LS PT-1LS		PT-4AS PT-4AS	PT-4AS PT-4AS	-									
318	Park Storage	PT-2LS	PT-2LS	PT-2LS	PT-2LS	PT-1LS	PT-2LS	PT-1LS		PT-4AS	PT-4AS PT-4AS	-									
213	Laundry	F1-2L3	P1-2L3	PT-ZLS	F1-2L3	L1-172	P1-2L3	F1-1L3		P1-4A3	P1-4A5										

City of Ann Arbor Wheeler Service Center Painting Spring 2024 Room Finish Schedule

Room Number	Room Name	North Wall	South Wall	East Wall	West Wall	Ceiling	Interior Columns	Interior Struc Steel	Interior Lintels	Interior Door Frames	Interior Steel Doors	Interior Door Frames w Transom 2side	Frames w Transom w SideLite 2side	Exterior Door Frames	Exterior Steel Door Panel	Garage Doors Exterior Face	Garage Door Frames		Exterior Struct Steel	Exterior Gas Pipe	Notes
320	IT Communication									PT-4AS	PT-4AS										
321	Mud Room	PT-2LS	PT-2LS	PT-2LS	PT-2LS	PT-1LS				PT-4AS	PT-4AS										
322	Entry	PT-2LS	PT-2LS	PT-2LS	PT-2LS	PT-1LS												PT-1LS			
323	Womens Room	PT-2LS	PT-2LS	PT-2LS	PT-2LS					PT-4AS	PT-4AS										
324	Mens Room	PT-2LS	PT-2LS	PT-2LS	PT-2LS					PT-4AS	PT-4AS										
325	Janitor									PT-4AS	PT-4AS										
326	Streets Tool																				
327	Streets													PT-11AS	PT-11AS	PT-11AS	PT-11AS				
										Ve	ehicle Wash										
400	Truck Wash									PT-11AS	PT-11AS			PT-11AS	PT-11AS	PT-11AS	PT-11AS				
401	Mechanical Rm Wash									PT-11AS	PT-11AS			PT-11AS	PT-11AS						
402	Auto Wash									PT-11AS	PT-11AS			PT-11AS	PT-11AS	PT-11AS	PT-11AS				
										Dec	cant Building										
410	Mech Decant													PT-11AS	PT-11AS						
411	Electrical Decant													PT-11AS	PT-11AS						
AggBins	Agg Bins																		PT-14UG		
										Fi	ueling Area										
Fuel Island Canopy	Fuel Island Canopy																		PT-14UG		
440	Support room Fuel													PT-11AS	PT-11AS						

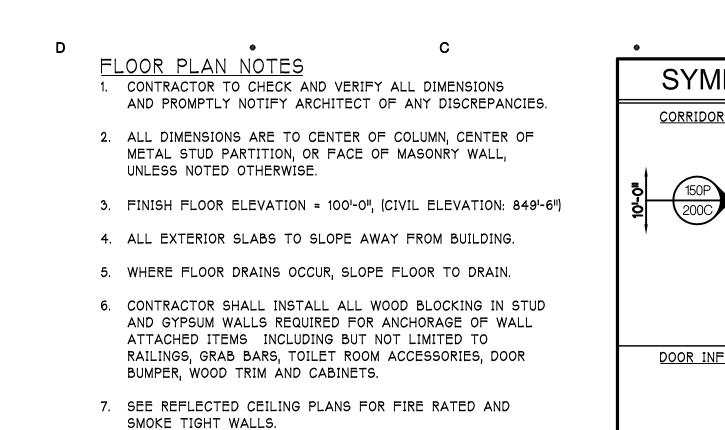
City of Ann Arbor Wheeler Service Center Painting Spring 2024 Paint Color and Type Finish Schedule

Code	Manufacturer	Color Number	Color Name
PT-1	Benjamin Moore	OC-141	China White
PT-2	Benjamin Moore	HC-81	Manchester Tan
PT-3	Benjamin Moore	2131-40	Smokestack Gray
PT-4	Benjamin Moore	HC-95	Sag Harbor Gray
PT-5	Benjamin Moore	2155-40	Cork
PT-6	Benjamin Moore	2021-30	Sunshine
PT-7	Benjamin Moore	2174-10	Toasted Chestnut
PT-8	Benjamin Moore	2034-30	Grassy Fields
PT-9	Benjamin Moore	2063-30	Blueberry
PT-10	Benjamin Moore	2004-20	Chilli Pepper
PT-11	Benjamin Moore	1609	Temptation
PT-12	Sherwin Williams	SS-05 / HGSW1196	Butter Up
PT-13	Valspar	CI-12	Carolina Skies
PT-14	Sherwin Williams	SW 7073	Network Gray
PT-15	Sherwin Williams	SW 9149	Inky Blue
PT-16	Sherwin Williams	SW 9144	Moonmist

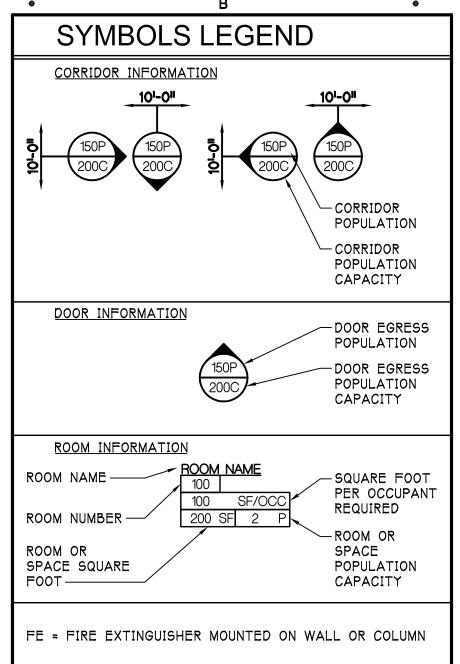
Code	Type and Sheen
AS	Alkyd Semi Gloss
AG	Alkyd Gloss
ES	Epoxy Semi Gloss
EG	Epoxy Gloss
LF	Latex Flat
LA	Latex Satin
LS	Latex Semi Gloss
UG	Urethane Gloss

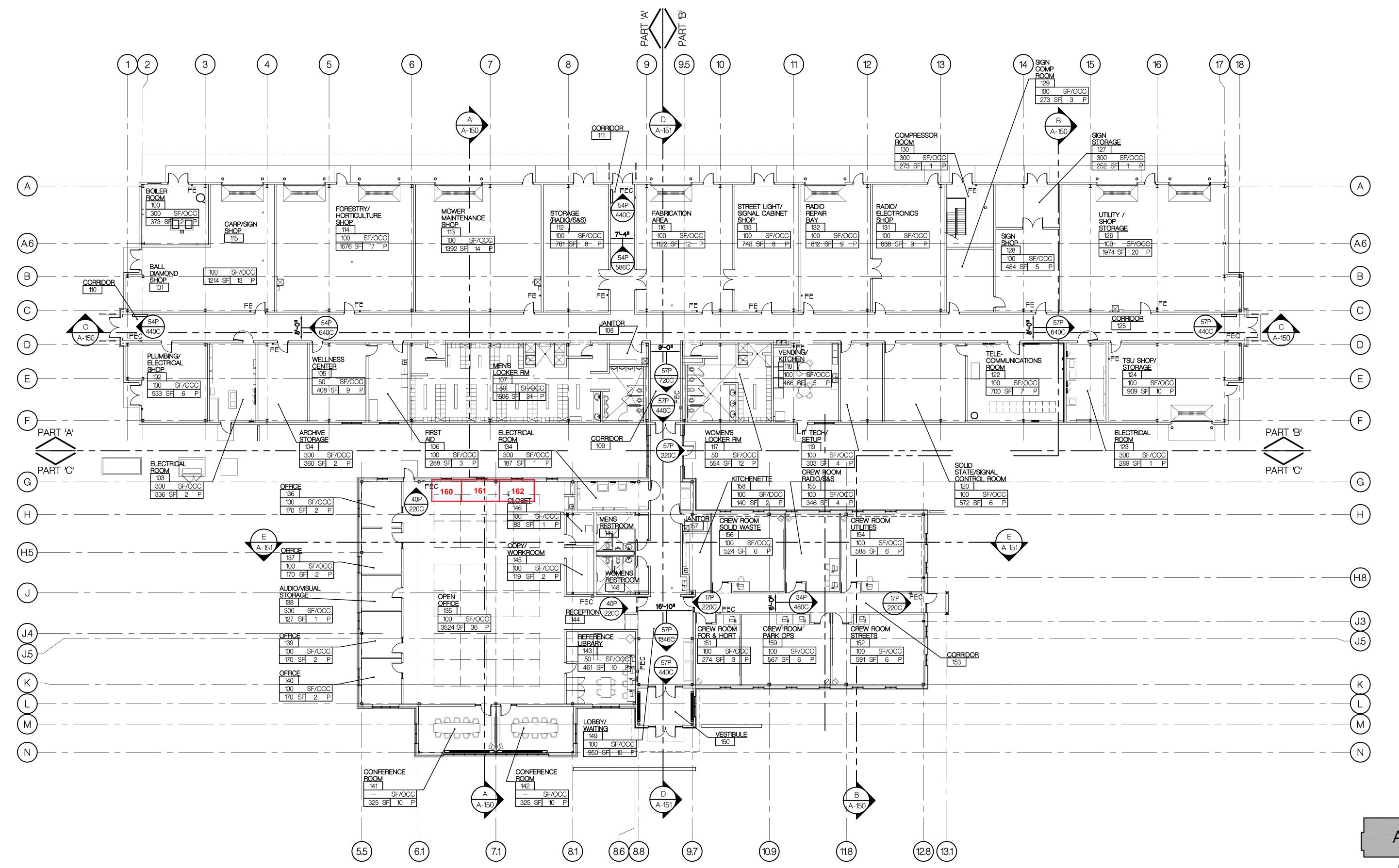
City of Ann Arbor Wheeler Service Center Painting Spring 2024 Notes Schedule

Note #	Room Number	Note
1	Rm (Corridor) 110, 111, 125 - Back Halls OPS Bldg	Paint from bottom of accent line to FF
2	Rm 135 - West wall	Paint horiz. Girt beam and Gypsum Board below
3	Rm 135	Paint unpainted section(s) of exposed spiral duct
4	Rm 135	Fill and paint demolished lighting fixture holes
5	Rm 135 - Exterior of Rm 160, 161 btwn doorframes	Wall Protector applied to South wall - 16"tall x approx 182" Strip - Top edge at 56" AFF
6	Rm 136, 137, 138, 139, 140, 141, 142, 145 -Opc Bldg Sec "C"	Paint exposed column and braces FF to ceiling plane
7	Rm 147	Remove wallpaper border
8	Rm 148	Remove wallpaper border
9	Rm 149	Paint columns and all exposed faces of lower beam
10	Rm 150	Paint columns and all exposed faces of the two lowest beams
11	Rm 151	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
12	Rm 151	Wall Protector applied to South wall - 16"tall x approx 130" Strip - Top edge at 56" AFF
13	Rm 152	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
14	Rm 152	Paint Conduit and Boxes along Girt beam and to bottom edge of Girt beam.
15	Rm (Corridor) 153	3" Corner Protector applied to all Gypsum Corners (12) - FF to 6' AFF
16	Rm 154	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
17	Rm 155	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
18	Rm 155	Wall Protector applied to South wall - 16"tall x approx. 96" - Top edge at 56" AFF
19	Rm 156	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
20	Rm 156	Wall Protector applied to North wall - 16"tall x approx. 250" - Top edge at 56" AFF
21	Rm 159	3" Corner Protector applied to all Gypsum Corners (1) - FF to 6' AFF
		Small touch up on Girt beam, Paint Conduit and Elec. Boxes along truss and to bottom edge of
22	Rm 159	Girt beam.
23	Rm 161	Touch up walls
24	Rm 312 - VSB Parking Area	Paint columns from FF to 6' AFF
25	All Rms	DO NOT Paint Burnished Block
26	All Rms	DO NOT Paint Natural finished wood doors



8. ∇CJ = WALL CONTROL JOINT

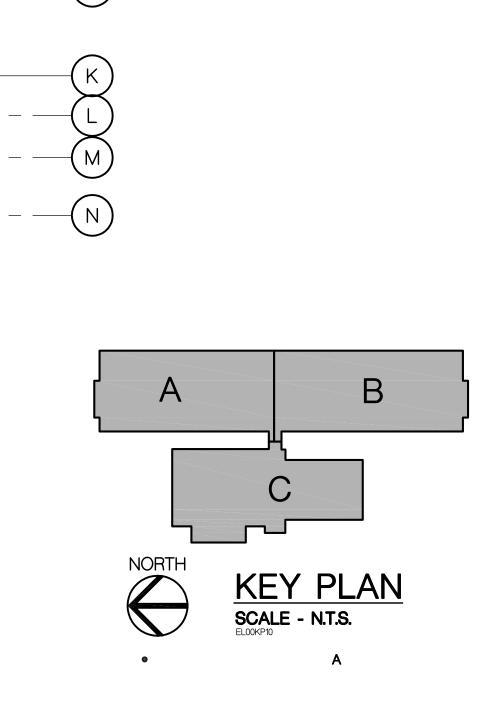




OPERATIONS BUILDING

COMPOSITE PLAN

SCALE - 1/16" = 1'-0"



PROPOSAL REQUEST 3 6-2-2006

CONTRACT SET 2-6-2006

1 ADDENDUM 1 11-11-2005

CONSTRUCTION 11-1-2005

90% OWNER REVIEW 8-29-2005

50% OWNER REVIEW 7-18-2005

DD OWNER REVIEW 5-27-2005

DATE ISSUED

CEO

DRAWN BY

TEK

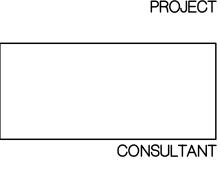
CHECKED BY





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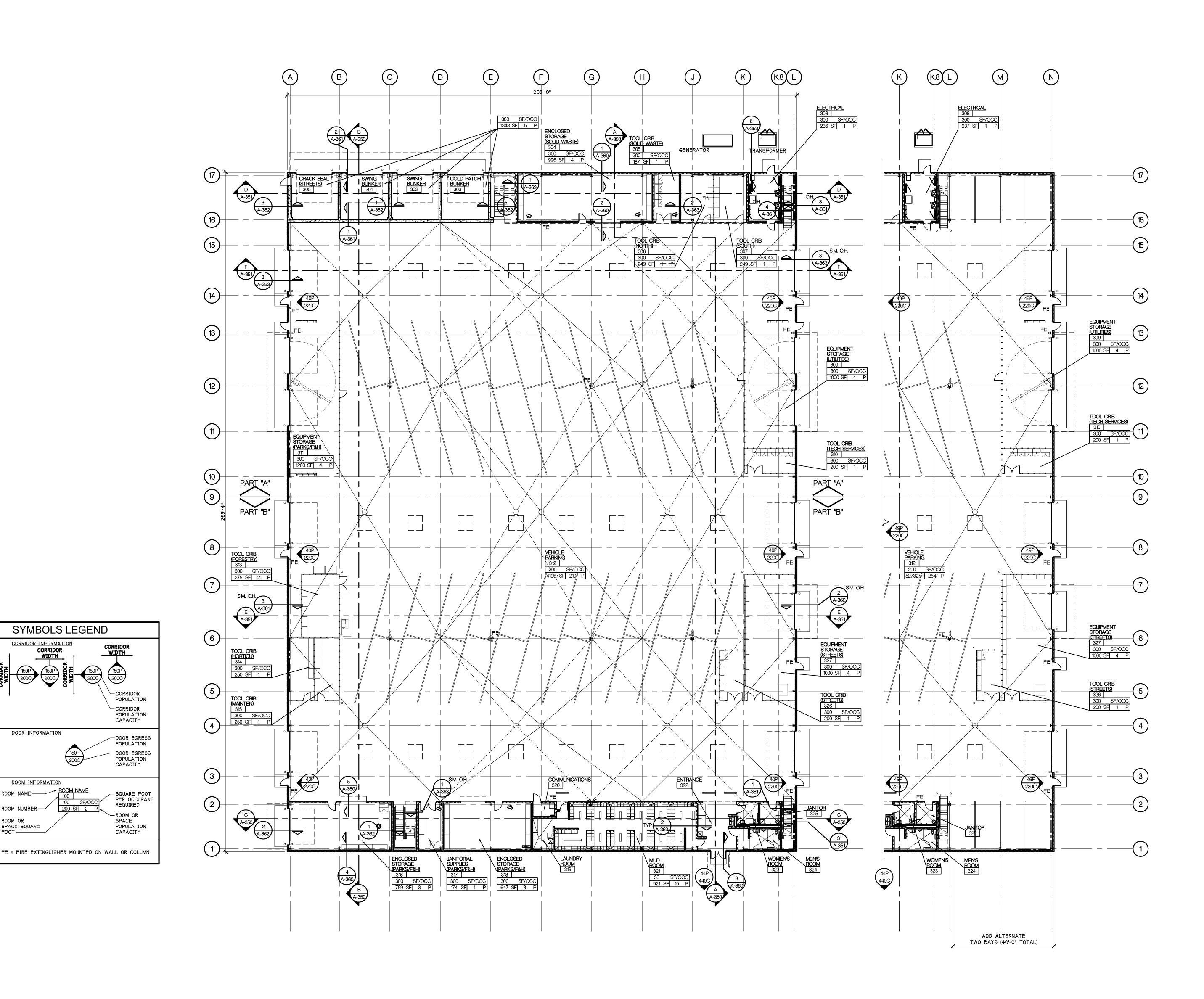


05-309

PROJECT NUMBER

SHEET NUMBER

A





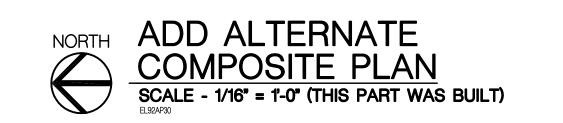
SYMBOLS LEGEND

DOOR INFORMATION

ROOM INFORMATION

ROOM NUMBER -

ROOM OR SPACE SQUARE



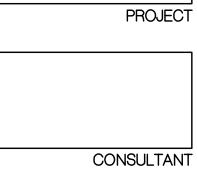
3 ADDENDUM 3 CONSTRUCTION 90% OWNER REVIEW 8-29-2005 DATE ISSUED

> DRAWN BY CHECKED BY









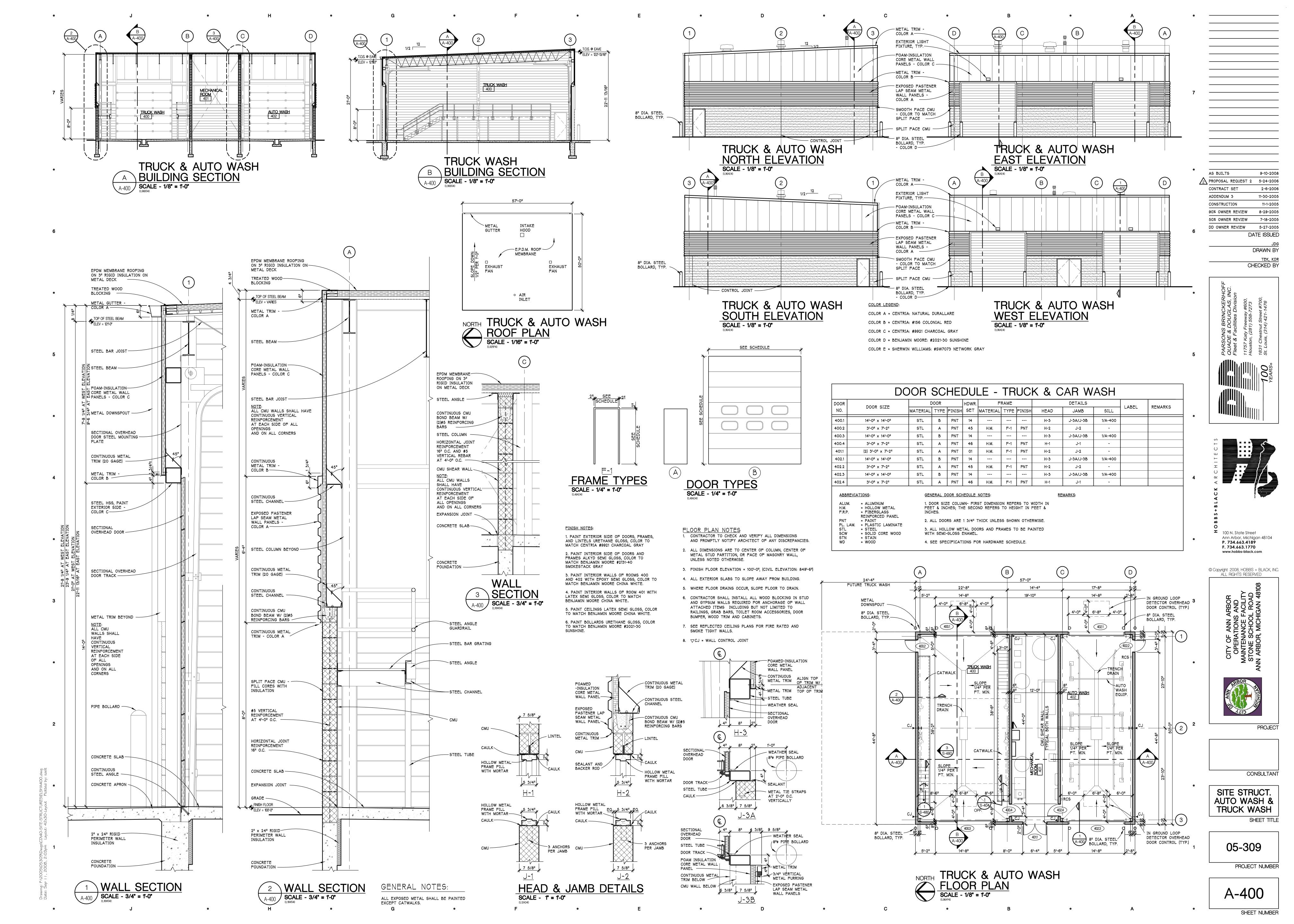
VEHICLE BLDG. COMPOSITE FLOOR PLAN SHEET TITLE

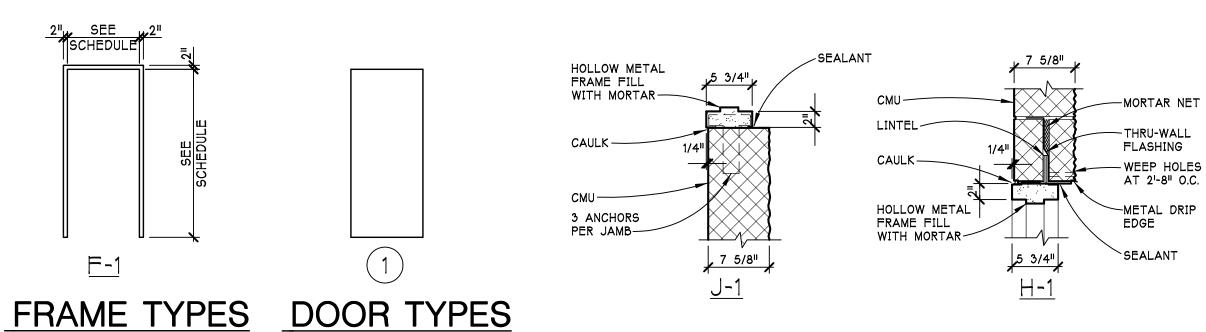
05-309

PROJECT NUMBER

A-310

SHEET NUMBER



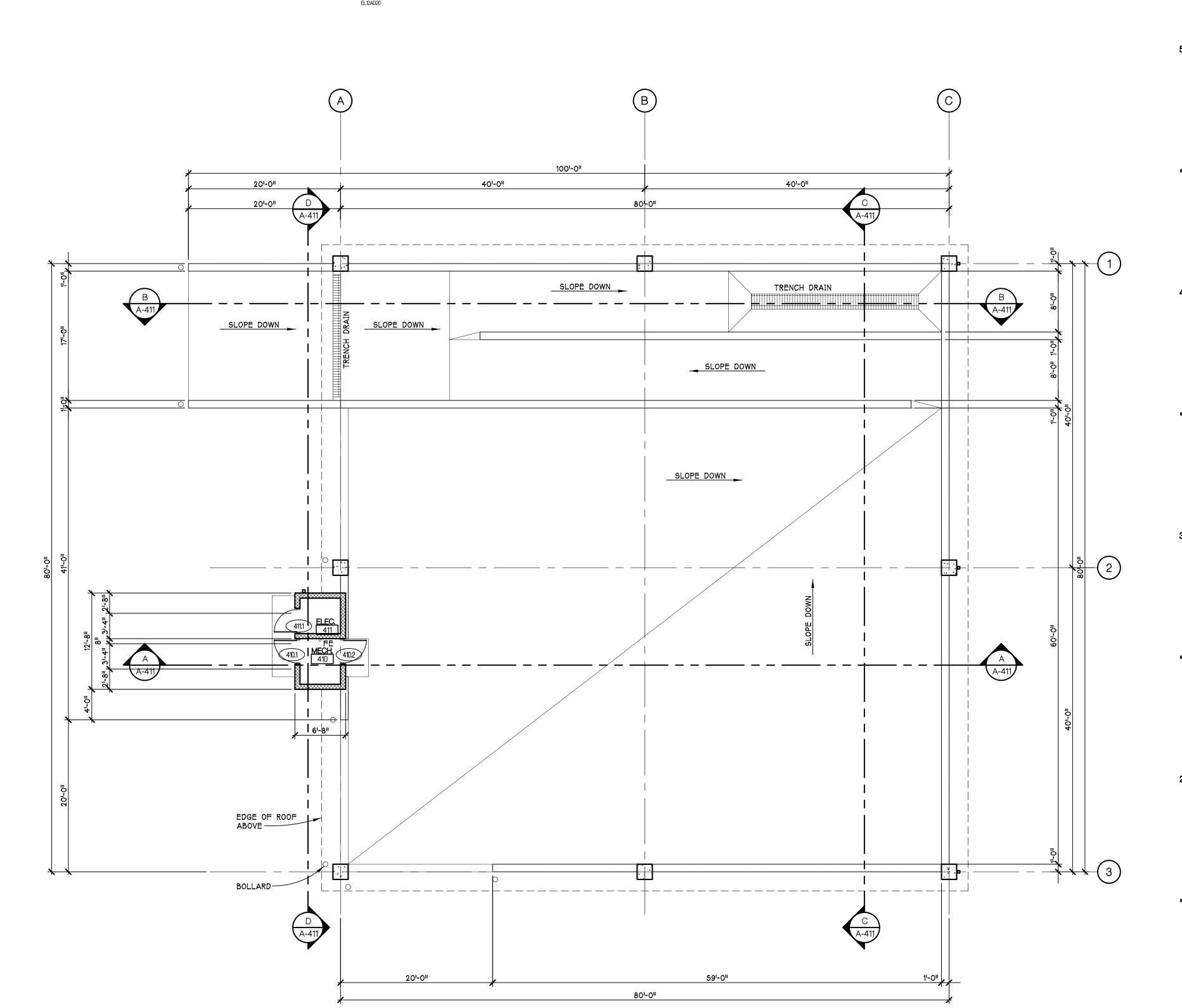


SCALE - 1/4" = 1'-0"

SCALE - 1/4" = 1'-0"

HEAD AND JAMB DETAILS

SCALE - 1" = 1'-0"





FLOOR PLAN NOTES 1. CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS AND PROMPTLY NOTIFY ARCHITECT OF ANY DISCREPANCIES.

2. ALL DIMENSIONS ARE TO CENTER OF COLUMN, CENTER OF STUD

WALL, OR FACE OF MASONRY WALL, UNLESS NOTED OTHERWISE.

2. FINISH FLOOR ELEVATION = 100'-0", (USG ELEVATION: 846'-0").

3. ALL EXTERIOR SLABS TO SLOPE AWAY FROM BUILDING.

4. ∇ CJ = WALL CONTROL JOINT.

7. FE = FIRE EXTINGUISHER MOUNTED ON COLUMN OR WALL. 8. PAINT EXTERIOR SIDE OF DOORS, FRAMES, AND LINTELS URETHANE GROSS, COLOR TO MATCH CENTRIA #9921 CHARCOAL

9. PAINT INTERIOR SIDE OF DOORS AND FRAMES (PT-3AS).

10. PAINT MECHANICAL ROOM WALLS (PT-1ES) AND CEILING (PT-1LS).

11. PAINT ELECTRICAL ROOM WALLS AND CEILING (PT-1LS).

BENJAMIN MOORE, CHINA WHITE BENJAMIN MOORE, HC-81 MANCHESTER TAN

BENJAMIN MOORE, 2021-30 SUNSHINE BENJAMIN MOORE, 2153-40 CORK

BENJAMIN MOORE, 2131-40 SMOKESTACK GRAY

12. PAINT ALL BOLLARDS (PT-4UG).

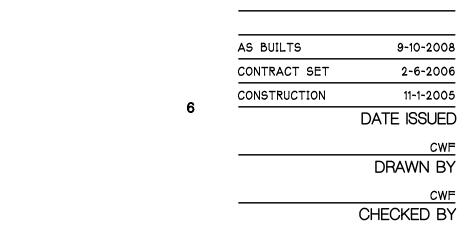
PAINT TYPE LEGEND

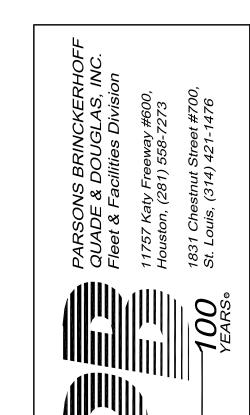
AS = ALKYD, SEMI GLOSS AG = ALKYD, GLOSS

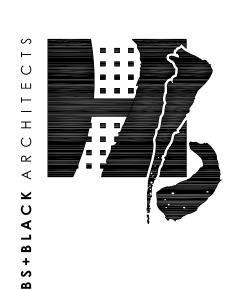
ES = EPOXY, SEMI GLOSS
EG = EPOXY, GLOSS
LF = LATEX, FLAT
LS = LATEX, SEMI GLOSS

UG = URETHANE, GLOSS

PAINT COLOR LEGEND

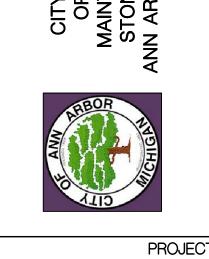


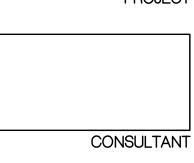


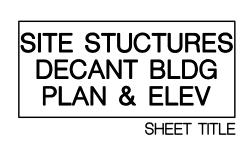


100 N. State Street Ann Arbor, Michigan 48104 P. 734.663.4189 F. 734.663.1770 www.hobbs-black.com





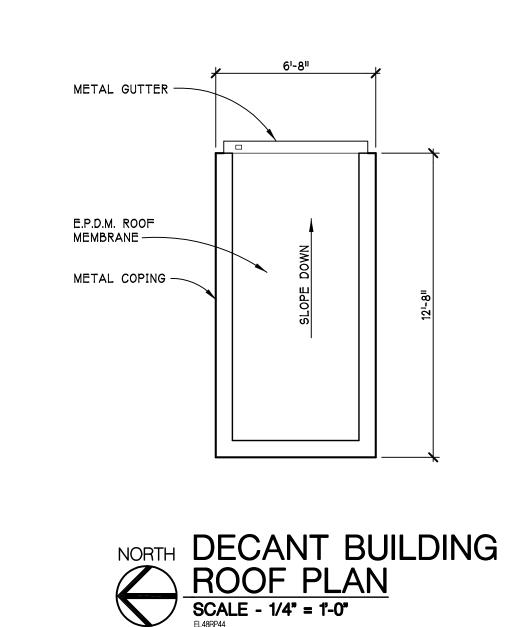




05-309

PROJECT NUMBER

A-410 SHEET NUMBER



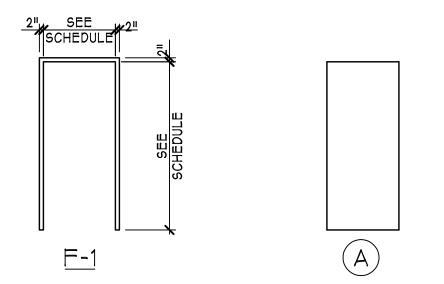
	DOOR SCHEDULE - FUELING STATION												
DOOR	DOOR C17E	ľ	DOOR		HDWR.	F	RAME			DETAILS		LABEL	REMARKS
NO.	DOOR SIZE	MATERIAL	TYPE	FINISH	SET	MATERIAL	TYPE	FINISH	HEAD	JAMB	SILL	LADEL	KEWAKKS
440.1	3'-0" × 7'-2"	STL	Α	PNT	13	H.M.	F-1	PNT	H-1	J-1	-	-	
ABBREVIATIONS: GENERAL DOOR SCHEDULE NOTES: REMARKS:													
ALUM. = ALUMINUM 1. DOOR SIZE COLUMN- FIRST DIMENSION REFERS TO WIDTH IN 1.													

ABBREVIA	<u>xTIONS</u> :	GENERAL DOOR SCHEDULE NOTES:	REMARKS:
ALUM. H.M.	= ALUMINUM = HOLLOW METAL	1. DOOR SIZE COLUMN- FIRST DIMENSION REFERS TO WIDTH IN FEET & INCHES; THE SECOND REFERS TO HEIGHT IN FEET &	1.
F.R.P.	= FIBERGLASS REINFORCED PANEL	INCHES.	2.
PNT PL. LAM.	= PAINT = PLASTIC LAMINATE	2. ALL DOORS ARE 1 3/4" THICK UNLESS SHOWN OTHERWISE.	3.
STL SCW	= STEEL = SOLID CORE WOOD	3. ALL HOLLOW METAL DOORS AND FRAMES TO BE PAINTED WITH SEMI-GLOSS ENAMEL.	
STN WD	= STAIN = WOOD	4. SEE SPECIFICATIONS FOR HARDWARE SCHEDULE.	

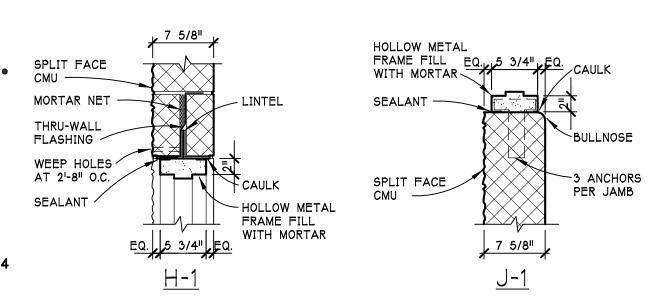
FINISH NOTES

1. PAINT EXTERIOR SIDE OF DOORS, FRAMES, AND LINTELS URETHANE GLOSS, COLOR TO MATCH CENTRIA #9921 CHARCOAL GRAY

- 2. PAINT INTERIOR SIDE OF DOORS AND FRAMES ALKYD SEMI GLOSS, COLOR TO MATCH BENJAMIN MOORE #2131-40 SMOKESTACK GRAY
- 3. PAINT INTERIOR WALLS LATEX SEMI GLOSS, COLOR TO MATCH BENJAMIN
- 4. PAINT CEILINGS LATEX SEMI GLOSS, COLOR TO MATCH BENJAMIN MOORE CHINA WHITE.
- 5. PAINT BOLLARDS URETHANE GLOSS, COLOR TO MATCH BENJAMIN MOORE #2021-30 SUNSHINE.
- 6. PAINT EXPOSED CANOPY COLUMNS URETHANE GLOSS, COLOR TO MATCH SHERWIN WILLIAMS #SW7073 NETWORK GREY.

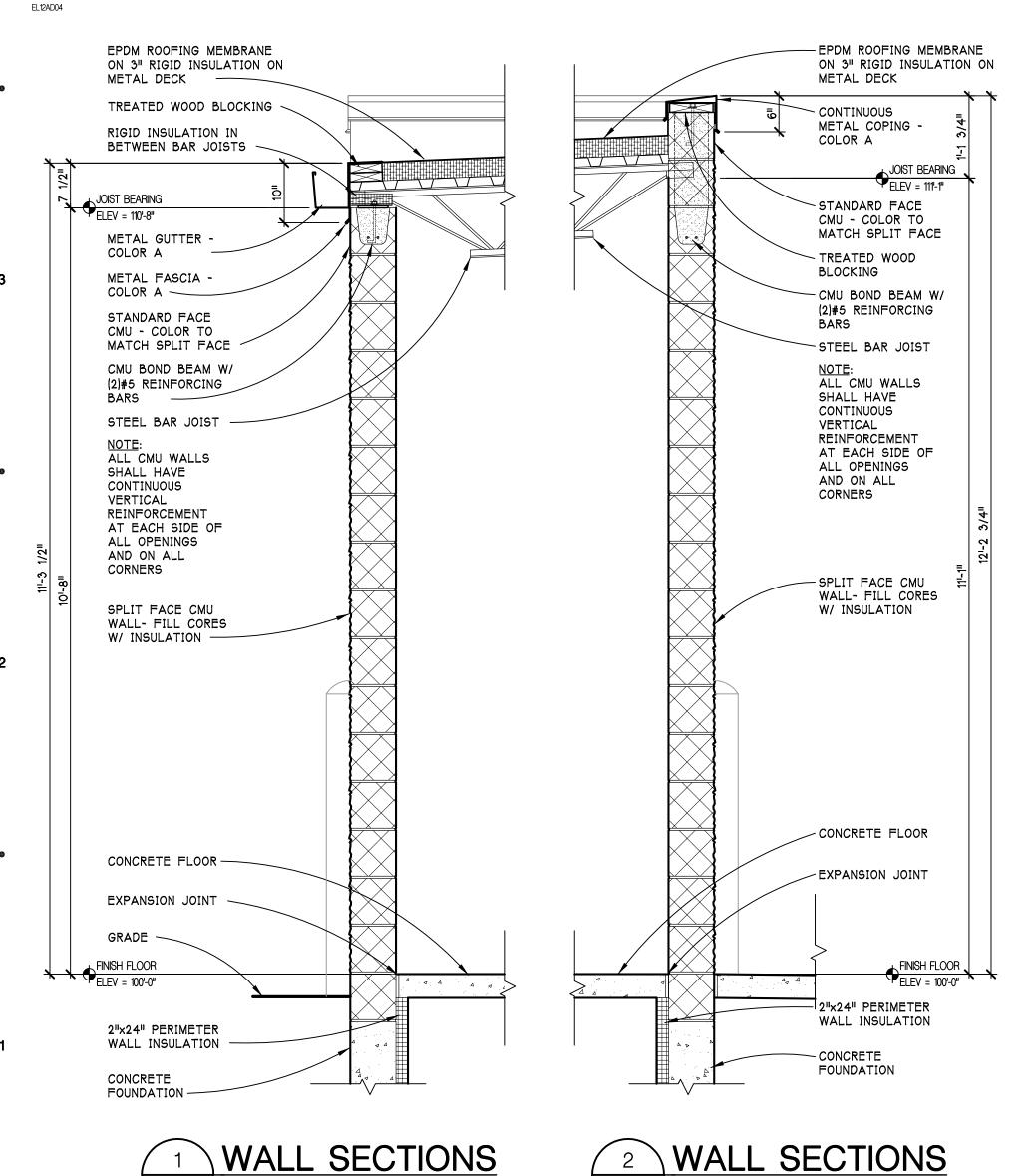


SCALE - 1/4" = 1'-0" SCALE - 1/4" = 1'-0"

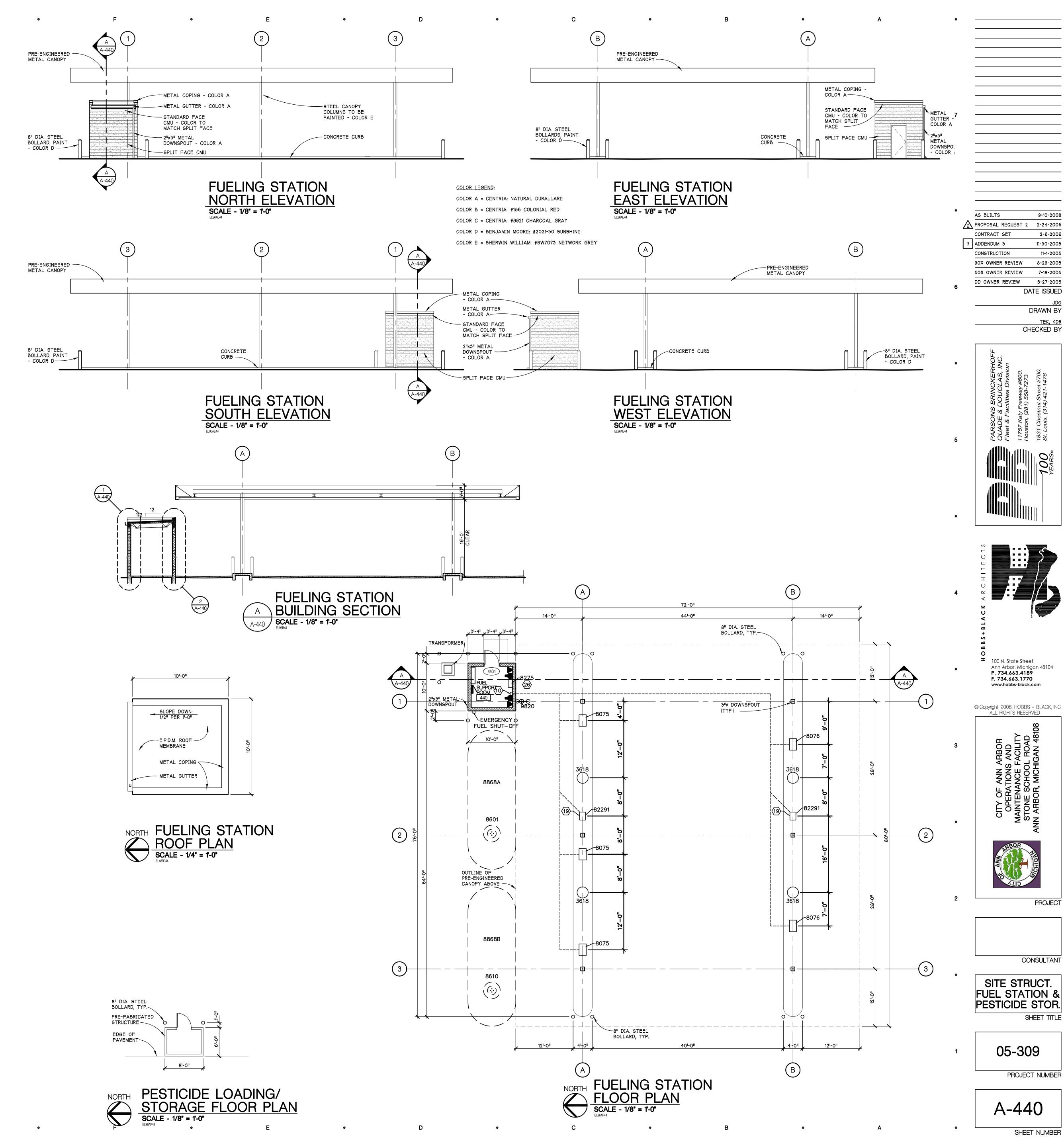


HEAD & JAMB DETAIL SCALE - 1" = 1'-0"

A-440 SCALE - 3/4" = 1'-0"



A-440 | SCALE - 3/4" = 1'-0"



CONTRACT SET

CONSTRUCTION

90% OWNER REVIEW

50% OWNER REVIEW

DD OWNER REVIEW

2-6-2006

11-30-2005

11-1-2005

8-29-2005

7-18-2005

5-27-2005

DATE ISSUED

DRAWN BY

CHECKED BY

100 N. State Street Ann Arbor, Michigan 48104

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F. 734.663.1770

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PROJECT

CONSULTANT

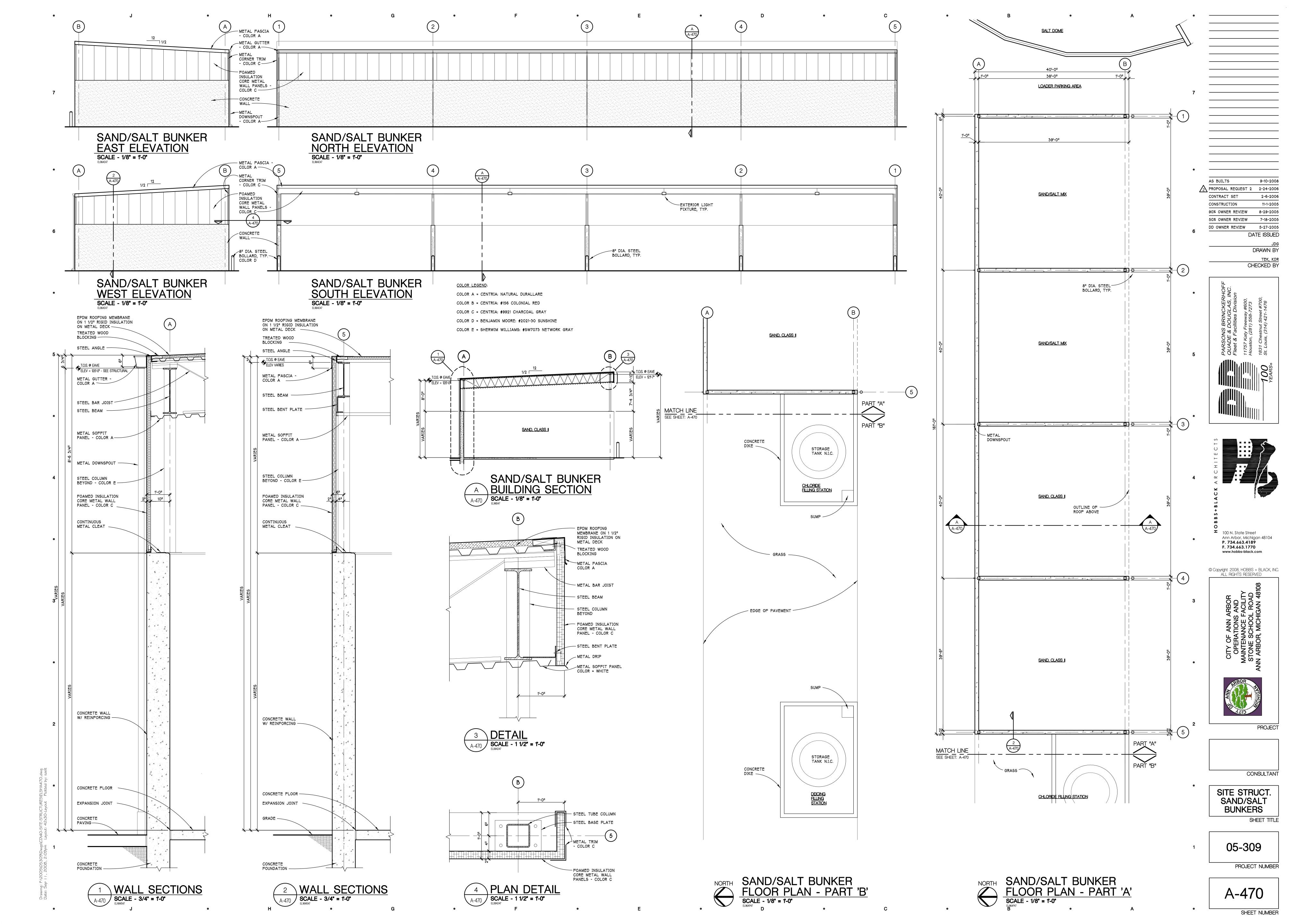
SHEET TITLE

05-309

A-440

PROJECT NUMBER

SHEET NUMBER





Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

- No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- 3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Inte	rest Disclosure*
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee () Interest in vendor's company () Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:										
Vendor Name			Vendor Phone Number							
Signature of Vendor Authorized Representative	Da	ite	Printed Name of Vendor Authorized Representative							

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name	
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	
Phone/Email Address	

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

<u>Discriminatory Employment Practices:</u> No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

<u>Discriminatory Effects:</u> No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief:</u> To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvemonth contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the

Living Wage	Ordinance. If this exemption applies to your company/no	n-profit agency please check here	[] No. of employees						
The Contrac	ctor or Grantee agrees:								
(a)	To pay each of its employees whose wage level is not required to comply with federal, state or loca prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).								
	Check the applicable box belo	ow which applies to your work	kforce						
	Employees who are assigned to any co applicable living wage without health ben		oe paid at or above the						
	Employees who are assigned to any co applicable living wage with health benefit		pe paid at or above the						
(b)	To post a notice approved by the City regarding work place or other location in which employees o								
(c)	To provide to the City payroll records or other or receipt of a request by the City.	documentation within ten (10) l	business days from the						
(d)	To permit access to work sites to City represent investigating complaints or non-compliance.	atives for the purposes of mon	itoring compliance, and						
(e)	To take no action that would reduce the compensemployee covered by the Living Wage Ordinance by the Living Wage Ordinance in order to pay the	or any person contracted for e	mployment and covered						
has offered Wage Ordin Ordinance,	igned states that he/she has the requisite authority to provide the services or agrees to accept financian nance. The undersigned certifies that he/she has obligates the Employer/Grantee to those terms and Ordinance it may be subject to civil penalties and to	al assistance in accordance with read and is familiar with the te acknowledges that if his/her er	n the terms of the Living rms of the Living Wage nployer is found to be in						
Company Na	me	Street Address							
Signature of A	Authorized Representative Date	City, State, Zip							

Phone/Email address

Print Name and Title

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

For Additional Information or to File a Complaint contact Colin Spencer at 734/794-6500 or cspencer@a2gov.org

Revised 2/1/2024

PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Company Name	
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	
Phone/Email address	

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

9/25/15 Rev 0

Michigan Department Of Transportation CP-347 (04/10)

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF	CONTRACTOR / S	UBCONTRACTOR (CIRCLE ONE)		(2) ADDR	ESS														
(3) PAYROLL I	NO.	(4) FOR WEEK ENDING			((5) PRO	JECT AN	D LOCA	ATION									(6)	CONTRAC	TID	
	(a)	(b)	(c)		(d) DAY A	ND DATE			(e)	(f)	(g)	(h)	(i)			(j) DED	DUCTIONS			(k)
	E INFORMATION	WORK CLASSIFICATION	Hour Type	<u> </u>	HOURS \	MORKE	DONPR	OJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY			TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:										0			\$0.00	1						\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS#:	s		_	_		┡		0											
IVAME.			Ц							0			\$0.00							\$0.00	\$0.00
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TORME.			Ц							0			\$0.00							\$0.00	\$0.00
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NAME:			∐							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID#:	GROUP/CLASS #:	s							0										\$0.00	\$0.00
NAME:			$\ \ $							0			\$0.00]						\$0.00	\$0.00
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NAME:			$\ \cdot \ $							0			\$0.00	1						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										\$0.00	\$0.00
NAME:			$\{ \ \ $							0			\$0.00	1						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										\$0.00	\$0.00

Date		(b) WHERE FRI	NGE BENEFITS ARE PAID I	N CASH			
I,(Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons employ	(Title)	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below. (c) EXCEPTIONS					
(Contractor or Subcontractor)	on the	EXCEF	PTION (CRAFT)	EXPLANATION			
(Building or Work)	ng the payroll period commencing on the						
day of,, and ending the all persons employed on said project have been paid the full weel been or will be made either directly or indirectly to or on behalf of sa	kly wages earned, that no rebates have						
	from the full						
(Contractor or Subcontractor) weekly wages earned by any person and that no deductions have from the full wages earned by any person, other than permissible de 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and de	eductions as defined in Regulations, Part Copeland Act, as amended (48 Stat. 948,						
(2) That any payrolls otherwise under this contract required to correct and complete; that the wage rates for laborers or mechanic applicable wage rates contained in any wage determination in classifications set forth therein for each laborer or mechanic conform (3) That any apprentices employed in the above period apprenticeship program registered with a State apprenticeship Apprenticeship and Training, United States Department of Labor, or State, are registered with the Bureau of Apprenticeship and Training	s contained therein are not less than the corporated into the contract; that the n with the work he performed. are duly registered in a bona fide agency recognized by the Bureau of if no such recognized agency exists in a	REMARKS:					
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROV	ED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE		SIGNATURE			
 in addition to the basic hourly wage rates pather above referenced payroll, payments of have been or will be made to approprisemployees, except as noted in section 4(c) b 	fringe benefits as listed in the contract ate programs for the benefit of such	THE WILLFUL FALSIFIC SUBCONTRACTOR TO CI 31 OF THE UNITED STATE	VIL OR CRIMINAL PROSECUTION	VE STATEMENTS MAY SUBJECT THE CONTRACTOR O SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITL			

MDOT CP-347 (04/10)