To: All Contract Document Holders

RE: Addendum to the Contract Documents for the Fuller Pool Boiler Replacement
Bid No. ITB-4315

December 12, 2013

Attached is a copy of Addendum Number One for the Fuller Pool Boiler Replacement Project. This Addendum supersedes and updates the Contract Document information for Bid No. ITB-4315. All Bidders shall acknowledge receipt and acceptance of this Addendum Number One by so indicating on the Invitation to Bid Form located in the existing Contract Documents. Bids submitted without acknowledgment of receipt of this Addendum will be considered informal. If you have any questions regarding the Contract Documents or this Addendum, please contact Glen Wiczorek, PE, Stantec Consulting, Project Manager by email at glen.wiczorek@stantec.com.

If you have any questions about the content of this letter, please feel free to contact me at (734) 794-6426 x43909.

Sincerely,

CITY OF ANN ARBOR

Nichole Woodward, P.E.
Utilities Engineer, Field Operation

cc: Glen Wiczorek, Stantec
ADDENDUM NO. 1
TO
BID DOCUMENTS
FOR
FULLER POOL BOILER REPLACEMENT
FOR THE
CITY OF ANN ARBOR, MICHIGAN

The following changes, additions, and/or deletions shall be made to the Bid Documents for the Fuller Pool Boiler Replacement Project for the City of Ann Arbor, Michigan, Bid No. ITB – 4315 on which bids are to be received, on or before, 2:00 P.M. Thursday, December 19, 2013.

The information contained herein shall take precedence over the original documents and all previous addenda, and is appended thereto.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1, including all attachments, by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered non-conforming.

Changes in the Bid Documents which are outlined below are referenced to a page or drawing in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they affect work or details in other areas not specifically referenced here. Changes to the original text are bolded, underlined and italicized.

GENERAL

Attached at the end of the addendum is the sign-in sheet for the Site Walkthrough held on Tuesday, December 10, 2013.

The OWNER will be directly purchasing the boiler to expedite the schedule. The boiler will be available to the CONTRACTOR and will be stored on-site at the Notice to Proceed. CONTRACTOR will install and be responsible for all necessary coordination with the boiler manufacturer and supplier for a complete and fully functioning system.

The Bill of Material List for the OWNER furnished boiler is attached to this Addendum. Any materials, equipment or related accessories not included on the Bill of Materials are the responsibility of the CONTRACTOR.

SCHEDULE

It is anticipated that the Notice to Proceed will be granted around April 7, 2014. It will be required that the boiler installation be completed, started, and tested by the CONTRACTOR on or before May 18, 2014. The contract completion time shall be 6 consecutive calendar weeks.
CONTRACT FORMS

COVER SHEET

Revise zip code, as follows:

Ann Arbor, MI 481074

TABLE OF CONTENTS, TC-1

Revise page numbering, as follows:

Instructions to Bidders........................................................................................................................................... IB-1 to 56

TABLE OF CONTENTS, TC-2


Remove Specification Section 15510, pages 15510-1 through 15510-8, in its entirety.

INSTRUCTIONS TO BIDDERS, IB-2

Revise section “Bid Submission”, as follows:

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor City Hall, Customer Service, 1st Floor Procurement Unit on or before Thursday, December 19, 2013 by 2:00 PM. 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 two (2) additional Bid copies in a sealed envelope clearly marked: ITB No. 4315 – Fuller Pool Boiler Replacement.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit 5th Floor, 1st Floor, Customer Service
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 481074

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.
Hand delivered Bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding 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.

INSTRUCTIONS TO BIDDERS, IB-3

Revise Paragraph “Contract Time”, as follows:

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1 2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

BID FORMS, BF-1 THROUGH BF-6

Replace BF-1 through BF-6, in its entirety (see attached).

CONTRACT, C-2

Revise Paragraph (B), as follows:

(B) The entire work for this Contract shall be completed within ten (10) six (6) consecutive weeks. Shorter completion times for certain portions of the work may be specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.
DETAILS SPECIFICATIONS

SPECIFICATION SECTION 01000 – GENERAL REQUIREMENTS

Revise Specification Section 01000, page 01000-1, 1.1 DESCRIPTION OF WORK, as follows:

1.1 DESCRIPTION OF WORK

A. Work under this Contract consists of replacement of an existing boiler including all necessary demolition, concrete work, piping, ducting, roof penetrations, roof repair, all mechanical, plumbing, gas, electrical, start-up, testing, training and all related work necessary for a complete and fully operational system.

B. The OWNER will be directly purchasing the boiler. The boiler will be available to the CONTRACTOR and will be stored on-site at the Notice to Proceed. CONTRACTOR will be responsible for all coordination with the boiler manufacturer and supplier for a complete and fully functioning system.

B C. It is the intent of these Contract Documents that the CONTRACTOR provide a complete and finished system. Items shown on the Drawings and Specifications not specifically connected to a heading in the Bid Form are to be considered as incidental to the work.

Revise Specification Section 01000, page 01000-1, 1.3 CONSTRUCTION WATER, as follows:

1.3 CONSTRUCTION WATER

A. Water for construction is available from the OWNER and may be obtained from the existing facilities. The CONTRACTOR shall be responsible for providing all necessary backflow prevention device from the City of Ann Arbor Customer Service Unit, 301 E. Huron Street, Ann Arbor, Michigan 48104.

Revise Specification Section 01000, page 01000-1, 1.5 WORK SCHEDULE, as follows:

B. Work hours shall be restricted to Monday through Friday, 7AM to 7PM. Work shall not be conducted on City holidays. Exceptions to work hour limits shall by only by written permission of the OWNER.

Revise Specification Section 01000, page 01000-2, 1.6 CONSTRUCTION SEQUENCE, as follows:

A. The CONTRACTOR shall coordinate and schedule his work with the OWNER when his operation may affect access to existing facilities or interfere with dam park operations.
SPECIFICATION SECTION 02010 – SITE GENERAL PROVISIONS

Revised Specification Section 02010, page 02010-1, 1.2 SECURITY, as follows:

A. The OWNER’s security requirements shall be met at both locations.

Revised Specification Section 02010, page 02010-2, 3.1 RESTORATION, as follows:

A. After all construction has been completed, the CONTRACTOR shall spread 4 inches of approved top soil, seed and mulch over all disturbed areas. The CONTRACTOR shall secure and deliver to the site whatever amount is required at his own expense.

SPECIFICATION SECTION 07530 – EPDM SINGLE-PLY MEMBRANE ROOFING

Revised Specification Section 07530, page 07530-5, 2.2 EPDM SHEET, as follows:

4. Exposed Face Color: White Match existing; black.

SPECIFICATION SECTION 07900 – JOINT SEALANTS

Revised Specification Section 07900, page 07900-7, 3.6 CLEANING, as follows:

Notes:

1. Not all applications may be used on this project.

2. Sealant for Laboratory Countertop shall be as recommended by countertop manufacturer.

32. Provide UL approved sealants for penetrations thru fire-rated walls and as specified in Section 07270.

43. Sealants which will come in contact with potable water shall meet the requirements of NSF 61.

54. Where sealant will be immersed in liquid chemicals verify compatibility prior to installation of sealant.
SPECIFICATION SECTION 15010 – MECHANICAL BASIC MATERIALS AND METHODS

**Revise** Specification Section 15010, page 15010-1, 2.1 MECHANICAL PIPING & FITTINGS, as follows:

### 2.1 MECHANICAL PIPING & FITTINGS

**A.** Provide mechanical piping and fittings per the specification.

**B.** *Any brass fittings or accessories shall be low-lead content.*

**B.C.** Mechanically formed tee connections in copper piping.  

1. CONTRACTOR may use mechanically formed Tee connections in copper piping in-lieu-of tee fitting only where main piping is 2 1/2” or larger and where branch connection is 3/4” or smaller. Joint must be brazed. Tool manufacturer: T-Drill.

**Revise** Specification Section 15010, page 15010-2, 2.3 BOLTS, STUDS AND NUTS, as follows:

**D.** Provide stainless steel Type 304, 316 bolts and nuts for underground pipe joints, for all bolts set into concrete, for all bolts securing mechanical equipment, and for all exterior/rooftop bolts.

SPECIFICATION SECTION 15100A – GENERAL PROVISIONS FOR INSTALLATION OF OWNER FURNISHED EQUIPMENT

**Add** Specification Section 15100A, pages 15100A-1 through 15100A-4 (see attached).

SPECIFICATION SECTION 15181 – HYDRONIC SPECIALTIES

**Revise** Specification Section 15181, page 15181-2, 2.1 LIQUID FLOW SWITCH, as follows:

**F.** Electrical Enclosure Rating is Nema Type 3, 4

SPECIFICATION SECTION 15510 – POOL HEATING BOILER

**Remove** Specification Section 15510, pages 15510-1 through 15510-8, in its entirety.

SPECIFICATION SECTION 16010 – ELECTRICAL SYSTEM GENERAL REQUIREMENTS

**Revise** Specification Section 16010, page 16010-8, 3.3 COORDINATION, as follows:

**D.** Make all temporary connections as required to maintain operation of the plant pool during the construction and equipment replacement or modifications. Schedule work for shutdown or non-productions periods as required.
QUESTIONS AND ANSWERS

Q: Who is responsible for the taxes on the OWNER-furnished boiler?
A: The CONTRACTOR will be responsible for the taxes. The OWNER’s purchase price for the equipment package is included on the Price Quotation attached to this addendum for use in calculating this amount (refer to Attachment A).

END OF ADDENDUM
BID FORM

Section 1 – Schedule of Prices

Project: Fuller Pool Boiler Replacement
ITB No.: 4315

Bidder’s Name: ____________________________________________

Notes:
1. All bidders shall provide a Unit Price and Total Price for all bid items specified.
2. Quantities included in the bid table represent estimated quantities for different work. The CONTRACTOR shall be compensated for the actual number of items completed using the unit prices provided.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.
5. Contract shall be awarded based on the base bid or any combination of the base bid and alternate bid areas in any manner the City believes to be in its best interest.

Bid Items

The Bidder agrees to complete the Project and all related work, as specified and shown on the drawings, for the following unit prices.

<table>
<thead>
<tr>
<th>FULLER POOL BOILER REPLACEMENT – BASE BID</th>
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<tr>
<td>Item No.</td>
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<td>2.</td>
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**OWNER will be directly purchasing the boiler**

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<th>Item No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>3.</td>
<td>Start-up and Testing</td>
<td>1</td>
<td>LS</td>
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<td>4.</td>
<td>Miscellaneous Repairs Allowance</td>
<td>1</td>
<td>LS</td>
<td>$ 15,000.00</td>
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<td>5.</td>
<td>Project Close Out</td>
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| TOTAL BASE BID (ITEMS 1 THROUGH 5) | $         |

____________________________________________ Dollars ($________________)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)
BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

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<tr>
<th>Item Number</th>
<th>Description</th>
<th>Add/Deduct Amount</th>
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If the Bidder does not suggest any material or equipment alternate, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____________________________
BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder ________________________________
Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

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<thead>
<tr>
<th>Subcontractor (Name and Address)</th>
<th>Work</th>
<th>Amount</th>
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<td>Mechanical</td>
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<td>Roofing</td>
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<tr>
<td>Boiler Manufacturer</td>
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*Provided by Owner*

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder _____________________________
GENERAL CONTRACTOR (Name: ________________________________)

Include a minimum of three references from similar projects completed within the past five (5) years involving boiler replacement and related work.

Refer also to Instructions to Bidders for additional requirements.

1)  
Project Name ___________________  Cost ___________________  Date Constructed ___________________

Contact Name ___________________  Phone Number ___________________

2)  
Project Name ___________________  Cost ___________________  Date Constructed ___________________

Contact Name ___________________  Phone Number ___________________

3)  
Project Name ___________________  Cost ___________________  Date Constructed ___________________

Contact Name ___________________  Phone Number ___________________
**BID FORM**

Section 6 – References

SUBCONTRACTOR (Name: ________________________)

Include a minimum of three references from similar projects completed within the past five (5) years.

Refer also to Instructions to Bidders for additional requirements.

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SECTION 15100A

GENERAL PROVISIONS FOR INSTALLATION OF
OWNER FURNISHED EQUIPMENT

PART 1 – GENERAL

1.1 WORK INCLUDED

A. The work to be executed under this Section of the Specifications shall consist of moving, assembling, installing, and testing all OWNER furnished equipment as shown on the Plans and as specified herein. The CONTRACTOR shall coordinate the work covered by this Section of these Specifications, with the work covered by other Sections, and with the work of other CONTRACTORS and suppliers, to provide a complete and workable installation ready for startup as scheduled and when accepted by the OWNER.

B. The CONTRACTOR shall provide for the placing, shimming, anchoring, grouting, cleaning, lubricating, assembling and adjusting of the equipment. The CONTRACTOR shall provide all supervision, labor, tools, equipment, and materials for all phases of the job as required to perform the installation of equipment and accessories furnished.

C. The CONTRACTOR shall install and field check the functioning of each specified element, providing supervision of the manufacturer’s representative when and as required, to assure proper installation and satisfactory operation of the equipment.

D. It is the intent of these specifications that the CONTRACTOR shall provide all power, controls and miscellaneous items not furnished by the manufacturer for a complete and workable system, ready for service.

E. CONTRACTOR is responsible for all coordination with the equipment manufacturer and/or representative.

PART 2 – PRODUCTS

2.1 BOLTS

A. The CONTRACTOR shall furnish bolts as required for installation of equipment and connection of accessories. All bolts and nuts used in the installation work shall be 316 stainless steel.

2.2 GROUT

A. Grout shall be non-shrink non-metallic grout.

2.3 CONCRETE

A. Concrete shall conform to that as specified under Section 03100, Concrete Work.
PART 3 – EXECUTION

3.1 MOVING OF EQUIPMENT

A. Where possible, equipment shall be moved in one piece; where this is not possible, the CONTRACTOR shall dismantle same and reassemble at final location.

B. The CONTRACTOR shall not drag equipment without the benefit of metal skid plates or wooden skids.

C. All unloading, moving and handling of equipment shall be in accordance with best rigging practices.

3.2 STORAGE AND MATERIAL PROTECTION

A. A storage area will be provided for the CONTRACTOR by the OWNER. Such items which in the opinion of the ENGINEER require protection from the weather shall be protected by means of tarpaulins or other covering reviewed by the ENGINEER. Any item requiring inside storage shall be stored as directed by the ENGINEER.

B. The CONTRACTOR shall be entirely responsible for the condition of all equipment from the start of his work time until accepted by the OWNER after installation, and shall maintain all items in first class condition during this period. This shall include any material furnished to the CONTRACTOR by the OWNER.

3.3 DISPOSAL OF CRATING, PACKING AND RUBBISH

A. All crating and packing from equipment installed by the CONTRACTOR shall become the property of the CONTRACTOR. All crating and packing must be promptly removed from the buildings and disposed of away from the job site. Accumulations of such materials in the buildings or on the site will not be permitted.

3.4 QUALITY OF WORKMANSHIP

A. All equipment shall be installed true and level, and to exact location as shown on the Plans.

B. The CONTRACTOR shall be responsible for installation of the equipment in accordance with good practice and in a manner consistent with the performance warranties and equipment workmanship of the manufacturer.

3.5 ANCHORING

A. All equipment shall be placed on a concrete pad unless otherwise shown on the Plans.

B. Anchor bolts shall be 304 stainless steel.

C. All equipment of vibratory nature installed on concrete foundations or floors shall have anchor bolts built into the concrete unless otherwise directed by the ENGINEER or shown on the Plans.

D. Any necessary anchor bolts not provided by others shall be furnished and installed in place by the CONTRACTOR.
E. Injectable adhesive shall be used for installation of all threaded anchor rods into new or existing concrete. The adhesive used shall be a two component, structural grade epoxy material which meets the requirements of ASTM C-881 Types I, II, IV and V Grade 3, Classes B and C. The epoxy shall be an odorless amine based resin supplied in a two component dispensing system which keeps the resin and hardener separated until they are dispensed for direct injection into the drilled hole. The epoxy base resin and hardener shall be mixed in a 1-to-1 ratio through a motionless static mixing nozzle approved by the manufacturer of the system. The epoxy used shall have a minimum shelf life of two years. Manufacturer’s instructions shall be followed. Products shall be HILTI, Rawl or approved equal. Install all anchors in strict accordance with manufacturer’s recommendations. No expansion anchors are permitted.

3.6 GROUTING

A. Grouting and concrete work shall include all required forms and incidental work necessary for installation of equipment.

1. The CONTRACTOR shall do all filling in with grout for pickets and openings left to receive supports, piping, etc., under this Contract.

3.7 LUBRICATION

A. The CONTRACTOR shall thoroughly lubricate all equipment and fill all lubrication systems in accordance with the manufacturer’s instructions and/or as directed by the ENGINEER.

B. All lubricants shall be furnished by the CONTRACTOR.

3.8 TEST OPERATION AND RUN-IN

A. When any portion of the equipment as designated by the ENGINEER, including all controls and associated items, has been completely installed, and the work of the electrical and mechanical trades contractors has been completed, the CONTRACTOR shall notify the ENGINEER and shall at such time as directed by the ENGINEER, test operate the equipment to the ENGINEER’s satisfaction.

B. After completion of test operations, the CONTRACTOR shall “run-in” and make ready for operation such items of equipment, which in the opinion of the ENGINEER require the same.

C. “Completely installed” shall be construed to mean that the installation is complete as concerning utility connections, adjustment, lubrication, and clean-up.

D. “Run in” shall be construed to mean sufficient operation to wear in gears, motors, bearings, and any other items requiring same in keeping with manufacturer’s recommendations or in accordance with good practice.

E. “Ready for operation” shall be construed to mean fully aligned, tested under full load, adjusted, cleaned, and such general condition as to permit immediate commencement of full scale production operations.
3.9 FIELD SERVICE
   A. The CONTRACTOR shall secure the services of a qualified equipment manufacturer representative to assist him in erection, inspection, and for making necessary adjustments and to initiate the start-up and for resolving start-up problems as required. Erection and start-up service to be provided by the equipment manufacturer under the OWNER purchase equipment. Any additional field service required shall be secured by the CONTRACTOR.

3.10 PAINTING
   A. The CONTRACTOR shall be responsible for touching up all scratches, gouges, and bare spots on the equipment and accessories installed by him. All painting, shop and field, shall be in accordance with the Painting Section of these Specifications.

3.11 ELECTRICAL WORK
   A. Electrical work and equipment in addition to that specified in Division 16 which is necessary for equipment shall meet the specifications of Division 16.

3.12 PIPING
   A. Any piping connections required for equipment provided under this Section shall be done under the Pipe Work or Plumbing Sections except as otherwise specified in a subsection of this Section.

3.13 WELDING
   A. All welding shall be done by the electric arc method and in accordance with the American Welding Society Code for this type of welding. All welds shall be a solid homogeneous part of the metals joined and free from pits or incorporated slag or scale. Surfaces of welds shall be smooth and regular, and of full area and length indicated and required to develop the required strength of the connection. Welds shall be continuous unless otherwise noted.
   B. The CONTRACTOR shall be responsible for all welds as concerns the composition of the materials being welded and their property changes due to the work.

3.14 FIELD MEASUREMENTS
   A. CONTRACTOR is responsible for all field measurements.

3.15 BUILDING ALTERATIONS
   A. No alterations to the enclosure, such as cutting or gas torch burning, shall be made by the CONTRACTOR as a means of correcting deviations or errors in his own work, unless such alterations are specifically authorized by the ENGINEER after his review.

3.16 SPECIAL TOOLS
   A. Any special tools required for proper maintenance shall be furnished, tagged and placed in storage for use at start-up.

END OF SECTION
CITY OF ANN ARBOR QUOTE FORM

The City of Ann Arbor is soliciting quotes for the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Available (Date)</th>
<th>Unit Price</th>
<th>Total</th>
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<td>ONE (1)</td>
<td>12-12-2013</td>
<td>$17,772.00</td>
<td>$17,772.00</td>
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</table>

It is the City's intention to execute a purchase order for the above commodity/equipment with the lowest responsible Provider based on quotes received in response to this solicitation. Quotes must be valid for ______ (____) days from the date submitted. In submitting this quote, it is understood that the right is reserved by the City to accept any quote, to reject any or all quotes, to waive irregularities and/or irregularities in any quote, and to make the award in any manner the City believes to be in its best interest.

Vendors are advised all quotes/sales are accepted and shall be governed by the terms and conditions of the City’s standard purchase order and Conflict of Interest Disclosure form, copies of which are attached to and made a part of the bid documents. Vendor’s submission of a complete and signed quote sheet to provide commodity/equipment without alteration or addition indicates acknowledgement of and agreement to comply with the stated terms, which together with the completed quote sheet shall constitute the entire agreement of the parties.

The undersigned declares that this quote is made in good faith, without fraud or collusion with any person or persons. The undersigned 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 quote is based solely upon the undersigned own independent business judgment.

The undersigned further states that he/she has the requisite authority to act on behalf of his/her employer in these matters and to bind his/her employer to the terms and conditions of the solicitation.

COMPANY NAME:  Wolverine Supply, INC.

Authorized By:  [Signature]  12-5-13

Title/Office:  President

ADDRESS:  2025 S. Industrial Hwy.  Ann Arbor, MI 48104

CONTACT NAME:  Mark Gallagher  Email Address:  Mark@wolverinesupplyinc.com
WOLVERINE SUPPLY, INC.  

PHONE: (734) 665-9771  
FAX: (734) 665-8032

********** PRICE QUOTATION **********

Expires on: 12/05/13

01 CHARGE ORDER

**********
* Reprint *
**********

1

Sold  CITY OF ANN ARBOR  
To: ACCOUNTS PAYABLE  
P.O. BOX 8647  
ANN ARBOR MI 48107-8647

Ship  FULLER POOL  
To:

355-000  
2.00% 10th PROX, net EOM

Author : MARK  
Salesrep No.: 000008 JOHN BOHNET  
Enter Date: 12/05/13  
Quotation No.: 07CTD

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Number / Description</th>
<th>Price Per</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>EA 0289999 CNP1802 LOCHINVAR COPPER-FIN2 POOL HEATER W/ CSD-1, COND. NEUTRALIZATION KIT &amp; DIRECTAIRE VERTICAL W/ SIDEWALL AIR INLET</td>
<td>17772.000 EA</td>
<td>17772.00</td>
</tr>
</tbody>
</table>

ALL VENTING TO BE PROVIDED by INSTALLING CONTRACTOR

**********

IF SUPPLY GAS PRESSURE IS ABOVE 14" W.C. - A INSTALLING CONTRACTOR PROVIDED GAS PRESSURE REGULATOR WILL BE REQUIRED

**********

DELIVERY is CURRENTLY 2-3 DAYS AFTER RECEIPT of ORDER

DELIVERY STATUS is GOOD UNTIL 12-10-2013 AFTER THAT A NEW STATUS WILL NEED TO BE PROVIDED

**********

START-UP & TRAINING ARE INCLUDED IN THE PRICE OF THE HEATER

**********


WOLVERINE SUPPLY, INC.  ********** PRICE QUOTATION **********  
Expires on: 12/05/13

01  CHARGE ORDER
    ********************  
    * Reprint *  
    ********************

Sold  CITY OF ANN ARBOR  
To:  ACCOUNTS PAYABLE
P.O. BOX 8647
ANN ARBOR MI 48107-8647

Ship  FULLER POOL
To:  

355-000  2.00% 10th PROX, net EOM

Author: MARK
Salesrep No.: 000008 JOHN BOHNERT
Entry Date: 12/05/13
Quotation No.: 01C1D

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<tr>
<td></td>
<td><strong>UP TO FOUR HARD COPIES OF THE</strong></td>
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<td></td>
<td><strong>POOL HEATER INSTALLATION AND</strong></td>
</tr>
<tr>
<td></td>
<td><strong>OPERATION MANUALS WILL BE</strong></td>
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<td></td>
<td><strong>PROVIDED AT THE OWNERS REQUEST</strong></td>
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<td></td>
<td><strong>-----------------------------</strong></td>
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<tr>
<td></td>
<td><strong>LOCHINVAR WILL REVIEW AND</strong></td>
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<tr>
<td></td>
<td><strong>CERTIFY THE INSTALLATION,</strong></td>
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<tr>
<td></td>
<td><strong>PROVIDE FACTORY START UP AND</strong></td>
</tr>
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<td></td>
<td><strong>COMMISSION INSTALLATION,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>PERFORM ON SITE TESTS, DEMONSTR</strong></td>
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<tr>
<td></td>
<td><strong>ATE OPERATION AND MAINTENANCE</strong></td>
</tr>
<tr>
<td></td>
<td><strong>AND PROVIDE OWNERS TRAINING.</strong></td>
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<tr>
<td></td>
<td><strong>A WRITTEN REPORT WILL BE</strong></td>
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<tr>
<td></td>
<td><strong>PROVIDED TO THE OWNER AND</strong></td>
</tr>
<tr>
<td></td>
<td><strong>ENGINEER.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>-----------------------------</strong></td>
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<tr>
<td></td>
<td><strong>PROVIDED MAINTENANCE MATERIALS:</strong></td>
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<tr>
<td></td>
<td>1. <strong>THE BOILER REQUIRES NO</strong></td>
</tr>
<tr>
<td></td>
<td><strong>SPECIAL TOOLS FOR MAINTENANCE</strong></td>
</tr>
<tr>
<td></td>
<td><strong>OF EQUIPMENT</strong></td>
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<tr>
<td></td>
<td>2. <strong>THERE ARE NO SPECIFIC SPARE</strong></td>
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<tr>
<td></td>
<td><strong>PARTS REQUIRED FOR THIS</strong></td>
</tr>
<tr>
<td></td>
<td><strong>PRODUCT. HOWEVER, LOCHINVAR</strong></td>
</tr>
<tr>
<td></td>
<td><strong>WILL WARRANTY THE PARTS FOR</strong></td>
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<tr>
<td></td>
<td><strong>2 YEARS AGAINST MANUFACTURES</strong></td>
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<td></td>
<td><strong>DEFECT.</strong></td>
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<tr>
<td></td>
<td>3. <strong>SPARE COMBUSTION CHAMBER</strong></td>
</tr>
<tr>
<td></td>
<td><strong>GASKETING MATERIAL AND PUMP</strong></td>
</tr>
</tbody>
</table>
WOLVERINE SUPPLY, INC.  

PHONE: (734) 665-9771  
FAX: (734) 665-8032  

Expires on: 12/05/13  

01  CHARGE ORDER  

**********  
* Reprint *  

Continued 3  

**CITY OF ANN ARBOR**  
To: ACCOUNTS PAYABLE  
P.O. BOX 8647  
ANN ARBOR MI 48107-8647  

Ship To: FULLER POOL  

355-000  

2.00% 10th PROX, net EOM  

Author: MARK  
Salesrep No.: 000008 JOHN BOHNET  
Entry Date: 12/05/13  
Quotation No.: 0TCTD  

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Number / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FLANGE GASKETS WILL BE PROVIDED.</td>
</tr>
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<td></td>
<td>4. A SPARE COMBUSTION CHAMBER SITE GLASS INSERT WILL BE PROVIDED.</td>
</tr>
<tr>
<td></td>
<td>5. AN EXTRA HIGH LIMIT AND SYSTEM SENSOR WILL BE PROVIDED. THERE ARE NO SEALANTS USED FOR ELECTRONIC INDICATION.</td>
</tr>
<tr>
<td></td>
<td>6. ONE EXTRA CONDENSATE NEUTRALIZATION KIT WILL BE PROVIDED.</td>
</tr>
<tr>
<td></td>
<td>POOL HEATER MEETS ALL APPLICABLE ANSI STANDARDS FOR AN OUTDOOR HEATER.</td>
</tr>
<tr>
<td></td>
<td>HEATER DOES NOT HAVE A NEMA RATING DUE TO THE FACT THAT THE UNIT IS A POOL HEATER.</td>
</tr>
</tbody>
</table>

$355.44  

Total Quote: $17,772.00
LIMITED COMMERCIAL POOL HEATER WARRANTY

WHAT DOES THIS LIMITED WARRANTY COVER?
This limited warranty covers both the pool heater and component parts for leakage or other malfunction caused by defects in materials and/or workmanship. It extends to the first owner as long as the pool heater remains installed at its original place of installation.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?
This warranty does not apply if the pool heater is installed in violation of any applicable code or ordinance, or is not installed, operated and maintained in accordance with our instructions, or is misused, damaged by accident, weather, act of God, freezing, water void and/or excess pressure, altered or disconnected. It does not apply with respect to:

1. A heater not equipped with certified CSA limit controls or equal temperature and pressure relief valve, installed in accordance with applicable ordinance;
2. A heater operated with settings in excess of, and/or with fuel not conforming to those shown on rating plate;
3. A heater on which the serial numbers have been altered, defaced or removed;
4. Leaks arising from defective installation;
5. Production of noise, odors or discolored (rusty, etc.) water;
6. Leakage, substantially contributed to by sediment, lime, precipitate and/or higher than normal dissolved solids in the headers, copper tubes or water ways;
7. Leakage substantially contributed to by corrosive elements in the atmosphere (such as the storage of chlorine or other chemicals);
8. Leakage caused substantially or contributed to by corrosive pool water in an acid condition;
9. Damage caused substantially or contributed to by an external source of energy;
10. A pool/spa heater is a water containing device. Leakage of water from this device can be expected at some time due to malfunction or the limitations of the service life of various components. Do not install this product where such leakage can cause damage. MANUFACTURER IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY SUCH DAMAGE.
11. Costs associated with replacement and/or repair of the unit, including:
   I. any freight, shipping or delivery charges
   II. any removal, installation or reinstallation charges
   III. any material, and/or permits required for installation, reinstallation or repair
   IV. charges to return the defective pool heater and/or component to the manufacturer.

WHAT IS THE PERIOD OF COVERAGE?
This limited warranty is effective 60 days from the date of manufacture as determined by the serial number. Model number and serial number are found on the rating plate affixed to the pool heater.

UNDER THESE CONDITIONS
Copper tube heat exchangers are warranted against tube leakage for 5 years, parts are warranted for 1 year.

Any replacement header or copper tube heat exchanger furnished under this warranty shall remain in warranty only for the unexpired portion of the original warranty.

WHAT IS THE DURATION OF THE IMPLIED WARRANTY?
ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY IMPOSED ON THE SALE OF THE POOL HEATER UNDER THE LAWS OF THE STATE OF SALE ARE LIMITED IN DURATION TO ONE YEAR FROM DATE OF ORIGINAL INSTALLATION.

HOW DOES STATE LAW RELATE TO THE WARRANTY?
Some states do not allow:

1. Limitations on how long an implied warranty lasts.
2. Limitations on incidental or consequential damages.

The above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
LIMITED COMMERCIAL POOL HEATER WARRANTY (CONTINUED)

WHAT WILL WE DO TO CORRECT THE PROBLEM?
If a defect occurs within the warranty period we will:

1. Provide a comparable replacement pool heater of our manufacture, (or at our option repair) any unit which develops a leak within the warranty period. To obtain a replacement you must return the defective unit to our distribution center with transportation charges paid by the user.

2. Provide a replacement part (or at our option repair) any part which fails to function within the part warranty period. To obtain a replacement, you must return the defective part to one of our distribution centers.

3. Provide a replacement copper tube heat exchanger (or at our option, repair) any heat exchanger which develops a leak in the copper tubes within the warranty period. To obtain a replacement, you must return in the defective unit to one of our distribution centers. We do reserve the right to verify any claims of defect by inspection.

WHAT WILL WE NOT DO?
We will not:

1. Repair or replace any pool heater, or part, subject to conditions outlined in “What Does This Limited Warranty Not Cover?”

2. Reimburse any costs associated with repair and/or replacement.

3. Replace and/or repair any pool heater without complete model/serial number.

HOW TO KEEP YOUR WARRANTY IN EFFECT
To facilitate warranty service, you should:

1. Follow all instructions enclosed with the product.

2. Retain all bills of sale or receipts for proof of installation.

3. Contact your installer or dealer as soon as any problem or defect is noticed.

4. When necessary, allow our representative to inspect the unit.

5. For your reference, fill in the Model and Serial Number found on the unit’s Rating Plate:

   Model Number

   Serial Number

   Date of Installation

SAFETY WARNING

Pool heaters are heat producing appliances and to avoid damage or injury in the event of possible overheating of the outer jacket (1) no materials should be stored against the jacket and (2) care should be taken to avoid unnecessary contact (especially by children) with the jacket. UNDER NO CIRCUMSTANCES SHOULD FLAMMABLE MATERIALS, SUCH AS GASOLINE OR PAINT THINNERS, BE USED OR STORED IN THE VICINITY OF THE HEATER OR IN ANY LOCATION FORM WHICH FUMES COULD REACH THE HEATER.

For your comfort, enjoyment and safety, please read the enclosed operating instructions carefully.

Lochinvar®
High Efficiency Water Heaters, Boilers and Pool Heaters

Lochinvar, LLC • 300 Maddox Simpson • Lebanon, TN 37090 • 615-889-8900 Fax: 615-547-1000
www.Lochinvar.com

WAR7005 - Rev A
<table>
<thead>
<tr>
<th>Name/Representing</th>
<th>Address</th>
<th>e-mail address</th>
<th>Phone/Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Wiczorek</td>
<td>3754 Ranchero Drive</td>
<td><a href="mailto:glen.wiczorek@stantec.com">glen.wiczorek@stantec.com</a></td>
<td></td>
</tr>
<tr>
<td>Stantec</td>
<td>Ann Arbor, MI 48108</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Zinovie</td>
<td>4465 S. State Rd.</td>
<td><a href="mailto:dan@boycottdc.com">dan@boycottdc.com</a></td>
<td>734-665-0648</td>
</tr>
<tr>
<td>Bové &amp; Danz</td>
<td>PO Box 1718 48106</td>
<td></td>
<td>734-665-1530</td>
</tr>
<tr>
<td>Jeremy Halligan</td>
<td>3642 Gorsej Ave.</td>
<td><a href="mailto:jhalligan@goyettechancial.com">jhalligan@goyettechancial.com</a></td>
<td>810 743-6883</td>
</tr>
<tr>
<td>Goyette Mechanical</td>
<td>Flint, MI 48506</td>
<td></td>
<td>810 743-9114</td>
</tr>
<tr>
<td>John Mora</td>
<td>33795 River Rd.</td>
<td><a href="mailto:jmora@rwmea.com">jmora@rwmea.com</a></td>
<td>586-296-3650</td>
</tr>
<tr>
<td>R. W. Mea0</td>
<td>Fraser 48022</td>
<td></td>
<td>586-294-0410</td>
</tr>
<tr>
<td>Ken Stirzinger</td>
<td>1935 Industrial Dr.</td>
<td><a href="mailto:ken.stirzinger@sc1.com">ken.stirzinger@sc1.com</a></td>
<td>586-980-1456</td>
</tr>
<tr>
<td>Johnson Controls</td>
<td>Ann Arbor, MI 48104</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Flesher</td>
<td>4918 Fernlee Ave.</td>
<td><a href="mailto:michael@arcticair.biz">michael@arcticair.biz</a></td>
<td>248-280-1300</td>
</tr>
<tr>
<td>Arctic Air, Inc.</td>
<td>Royal Oak, MI 48073</td>
<td></td>
<td>248-280-1309</td>
</tr>
<tr>
<td>Nichole Woodward</td>
<td></td>
<td><a href="mailto:nxwoodward@a2gov.org">nxwoodward@a2gov.org</a></td>
<td>734-794-600x 9909</td>
</tr>
<tr>
<td>A² Field Ops</td>
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</table>
# PRE-BID CONFERENCE ATTENDANCE

**CITY OF ANN ARBOR**

**FULLER POOL BOILER REPLACEMENT**

**BID NO. ITB-4315**

**DECEMBER 10, 2013 @ 10:00 AM**

<table>
<thead>
<tr>
<th>Name/Representing</th>
<th>Address</th>
<th>e-mail address</th>
<th>Phone/Fax</th>
</tr>
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<tbody>
<tr>
<td>Tracy Pennington</td>
<td>City of Ann Arbor</td>
<td>tpennington</td>
<td>p 734-794-6350 xtr 9338</td>
</tr>
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<tr>
<td>Zhuinan Mei</td>
<td>Stantec</td>
<td><a href="mailto:zhuanan.mei@stantec.com">zhuanan.mei@stantec.com</a></td>
<td>p 519-966-2250</td>
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<tr>
<td>Bob Dressenhouse</td>
<td>2453 S. Industrial Ave.</td>
<td><a href="mailto:Bob.Dressenhouse@JohnEGreen.com">Bob.Dressenhouse@JohnEGreen.com</a></td>
<td>p 734-747-8820</td>
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<td>John E Green Co.</td>
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