

REQUEST FOR PROPOSAL

RFP # 25-56

WTP AS-NEEDED COATING SERVICES

City of Ann Arbor
Water Treatment Services Unit



Due Date: NOVEMBER 25, 2025 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide painting and coating services for the City of Ann Arbor Water Treatment Services Unit on an as-needed basis.

The term of this agreement will be for three (3) years, with the option to renew for up to two (2) 1-year extensions, at the mutual acceptance of both parties. The City intends to award one contract for coating services.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before November 13, 2025 at 4:00 p.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Emily Schlanderer, Project Manager – ESchlanderer@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: November 4, 2025 at 2:00 p.m.

WHERE: City of Ann Arbor Water Treatment Plant
919 Sunset Road Ann Arbor, Michigan 48103

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 25-56. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. If any interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, November 25, 2025 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copies**

- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent should submit in a single separate sealed envelope marked **Fee Proposal**

- two (2) copies of the fee proposal

The fee proposal and all costs should be separate from the rest of the proposal.

Proposals submitted should be clearly marked: **“RFP No. 25-56 – WTP As-needed Coating Services”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

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 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment A – Prevailing Wage Declaration of Compliance**
- **Attachment C - Non-Discrimination Declaration of Compliance**
- **Attachment D - Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments A, C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. 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.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C 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.

J. 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 available upon request) 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 proposals 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.sam.gov.

For the purposes of this RFP the Construction Type of Building will apply.

This as-needed contract may require prevailing wages depending on the specific work done at a given time. City Code provides that “the City shall 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 . . . shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics, and laborers.” Ch. 14, Section 1:320. All solicitations for projects that include City funds with a contract value in excess of \$10,000 for the construction, alteration, or repair of public buildings/facilities for public works shall include the requirement to pay the greater of local prevailing wages or living wages to the covered trades involved who are directly involved in construction activities. To the extent that work completed under this contract is for the construction, alteration, or repair of public buildings/facilities for public works, the prevailing wage requirements will apply to such work.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror 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 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 Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a General Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent 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.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror 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 be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror 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.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	November 13, 2025, 4:00 p.m.
Addenda Published (if needed)	Week of November 17, 2025
Proposal Due Date	November 25, 2025, 2:00 p.m. (Local Time)
Selection/Negotiations	November/December 2025
Expected City Council Authorizations	January 2026

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. 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 strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

SECTION II - SCOPE OF SERVICES

A. Objective

The City of Ann Arbor, Michigan, is requesting proposals from firms to provide painting and coating services required by the City of Ann Arbor Water Treatment Services Unit on an as-needed basis.

The Water Treatment Plant was originally built in 1938 and consists of multiple buildings, additions, and treatment processes with pipe and coating systems of varying age and condition. There are several areas where the paint or coating system has reached the end of its service life and requires re-painting, re-coating, and/or associated repairs. Some of these sections of pipe exhibit signs of advanced deterioration, metal loss, etc.

The scope of services will consist of individual tasks to be determined and assigned during the contract period. The type of work may include, but is not limited to, painting, pipe coating including surface preparation, repairs as necessary, carbon fiber pipe wrap, as well as lead abatement efforts as necessary as determined by the City. Tasks may also include targeted repairs such as patching, spot welding, and dry wall repairs.

The City will be responsible for sampling pipe systems for lead prior to any work. If the presence of lead is detected full lead abatement measures, including containment, air monitoring, etc., will be required and the responsibility of the Contractor.

Representative tasks are included in the Detailed Specifications, and pricing for each shall be included in the Bid Form for evaluation purposes. These tasks may or may not be authorized upon contract execution.

The term of the contract will be through June 30, 2028 with two (2) one-year optional extensions available at the City's discretion. The submitted hourly rate proposals are to be honored over the term of the contract. If the contract is extended, an annual cost escalator of no more than 3% per year may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

B. Contract Implementation

The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract. The estimated budget for services is \$100,000 per fiscal year through the term of the Contract. The contract amount is subject to the availability of funds and approval of annual budgets.

The City reserves the right to use other contractors for this work if the City deems it necessary. Specialty and larger scale projects may be bid separately as determined by the City.

Work shall be completed on a Time and Materials basis using the Fee Proposal Form included as part of the Offeror's proposal. Payment for executing the Representative Tasks in this RFP shall be as indicated in the Bid Form. Similarly, pricing may be requested for future tasks to be executed on a lump sum basis. Timely invoicing must include work order information and materials list.

The Offeror shall be entitled to a 15% markup on materials, permits and equipment rental costs. The Offeror shall be entitled to a 5% markup on subcontractor costs. Back-up documentation for material and equipment costs shall be provided at the request of the City.

C. Requirements

1. The ability to work effectively with the City's Water Treatment Services Unit staff with respect to any of the coating services required by the City. This includes closely coordinating with the City when pipes, tanks, systems, or entire areas must be taken out of service, drained, evacuated etc. Maintaining operation of water treatment plant facilities will take priority, and may impact scheduling of painting or coating tasks.
2. The ability to function in a support role to the City's Water Treatment Services Unit in accordance with City Standards and Procedures.
3. It is the responsibility of the Contractor to provide an up-to-date list of names and contact numbers of key personnel. The City will contact the Contractor by phone or e-mail and will provide as much information as available about the work assignment, including the location(s), type of work and site condition(s).
4. Ability to provide timely, accurate invoices with the work order level information and materials list attached.

D. General Safety Requirements

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the City along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time

lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with the City of Ann Arbor must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

E. Standard Specifications

All work under this Contract shall be performed in accordance with the City's Standard Specifications in effect. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract. Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

Detailed Specifications

SECTION 09 91 00 – PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the furnishing and application of coating products, such as paints, stains and sealers, and labeling products.
1. Surfaces to be painted or finished include, but are not necessarily limited to, the following interior and exterior surfaces for items furnished or installed under this Work, except as otherwise indicated on the Drawings or herein specified, and existing surfaces specifically identified herein or on the Drawings:
 - a. Ferrous metals, hangers, structural steel and joist framing.
 - b. Galvanized steel.
 - c. Exposed pipe, valves and fittings including wall and floor sleeves (if pipe is insulated, insulation shall be removed before the pipe is painted).
 - d. Exposed pipe, valves, fittings, and pipe supports including surfaces between pipes and supports.
 - e. Exposed ducts and dampers.
 - f. Exposed conduit and appurtenances (except conduit mounted on unpainted surfaces).
 - g. Concrete block.
 - h. Steel ladders.
 - i. Exposed metal deck.
 - j. Steel stairways (except treads).
 - k. Railings (except aluminum).
 - l. Steel doors and frames.
 - m. Exposed above grade interior cast-in-place concrete.
 - n. Concrete floors.
 - o. All other surfaces not specifically excluded in the following paragraph. A completely finished project is required, regardless of whether every individual item is specified herein or indicated on the Drawings to be painted.
 2. Surfaces not to be painted or finished include the following unless otherwise indicated on the Drawings:
 - a. Immersed cast-in-place and precast concrete.
 - b. Interior, below grade walls and ceilings.
 - c. Glass.
 - d. Manufacturer's name and identification plates.
 - e. Concealed ducts, pipes and conduits.
 - f. Galvanized, aluminum and fiberglass grating.
 - g. Prefinished electrical and control panels with factory applied final finish.
 - h. Aluminum (unless specifically indicated to be painted).
 - i. Door and window hardware.
 - j. Stainless steel (unless specifically indicated to be painted).
 - k. Prefinished wall, ceiling and floor coverings.
 - l. Items with factory applied final finish, such as cabinets, anodized door and window frames, and the like, but excluding machinery and equipment.
 - m. Brick.
 - n. Structural glazed facing tile.
 - o. Items indicated on the Drawings as not to be painted.
 - p. PVC insulation jackets for pipe.

1.3 REFERENCES

- A. Except as herein specified or as indicated on Drawings, the work of this Section shall comply with the pertinent provisions of the following:
1. ASME/ANSI: A13.1 - Scheme for the Identification of Piping Systems.
 2. ASTM:
 - a. A780 - Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
 - b. D16 - Terminology for Paint, Related Coatings, Materials, and Applications.

- c. D520 - Zinc Dust Pigment.
 - d. D523 - Test Method for Specular Gloss.
 - e. D7234 - Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
 - f. F1869 - Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride.
- 3. Great Lakes Upper Mississippi River Board of State Public Health & Environmental Managers:
 - a. Ten States Standards 2.14 - Recommended Standards for Water Works.
 - b. Ten States Standards 54.5 - Recommended Standards for Wastewater Facilities.
- 4. International Concrete Repair Institute: Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- 5. Michigan Administrative Code: R 325.51992 Part 603 - Lead Exposure in Construction.
- 6. National Association of Pipe Fabricators (NAPF):
 - a. NAPF 500-03-01 - Solvent Cleaning for Ductile Iron.
 - b. NAPF 500-03-02 - Hand Tool Cleaning for Ductile Iron.
 - c. NAPF 500-03-03 - Power Tool Cleaning for Ductile Iron.
 - d. NAPF 500-03-04 - Abrasive Blast Cleaning for Ductile Iron Pipe.
 - e. NAPF 500-03-05 - Abrasive Blast Cleaning for Cast Ductile Iron Fittings.
- 7. NSF/ANSI/CAN Standards:
 - a. 61 – Drinking Water System Components – Health Effects.
 - b. 600 – Health Effects Evaluation and Criteria for Chemicals in Drinking Water.
- 8. Steel Structures Painting Council (SSPC):
 - a. AB-1 - Mineral and Slag Abrasives.
 - b. PA-1 - Shop, Field, and Maintenance Painting of Steel.
 - c. PA-2 - Procedure for Determining Conformance to Dry Coating Thickness Requirements.
 - d. PA-3 - A Guide to Safety in Paint Application.
 - e. SP-1 - Solvent Cleaning.
 - f. SP-2 - Hand Tool Cleaning (SSI-St2).
 - g. SP-3 - Power Tool Cleaning (SSI-St3).
 - h. SP-5 - White Metal Blasting (SSI-Sa3) (NACE #1).
 - i. SP-6 - Commercial Blast Cleaning (SSI-Sa2) (NACE #3).
 - j. SP-7 - Brush-off Blast (SSI-Sa1) (NACE #4).
 - k. SP-8 - Pickling.
 - l. SP-10 - Near-White Blast Cleaning (SSI-Sa2-1/2) (NACE #2).
 - m. SP-11 - Power Tool Cleaning to Bare Metal.
 - n. SP-16 - Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.
 - o. VIS-1 - Visual Standard for Abrasive Blast Cleaned Steel.
- 9. United States Department of Labor, Occupational Safety and Health Administration (OSHA): 29 CFR 1926.62.

1.4 DEFINITIONS

- A. Terms:
 - 1. Coating: Paint, stain, sealer or other product specified.
 - 2. Environment:
 - a. Severe: Highly corrosive industrial atmospheres with sustained exposure to high humidity and condensation, frequent cleaning using strong chemicals, heavy concentrations of strong chemical fumes, and frequent splashing and spilling of harsh chemical products.
 - b. Moderate: Corrosive industrial atmospheres with intermittent exposure to high humidity and condensation, occasional mold and mildew development, regular cleaning with strong chemicals, and occasional splashing and spilling of chemical products.
 - c. Mild: Industrial atmospheres with normal exposure to moderate humidity and condensation, occasional mold and mildew development, infrequent cleaning with strong chemicals, low levels of mild chemical fumes, occasional splashing and spilling of chemical products, and normal outdoor weathering.
 - 3. Exposure:
 - a. Environmental conditions to which different surfaces may be exposed as follows:
 - 1) Concealed: Surfaces within the confines of a building or other enclosure not constantly exposed to weather, trapped moisture, high heat or other deteriorating conditions, and normally concealed from view.

- 2) Immersed:
 - a) Surfaces below a liquid surface or exposed to spray.
 - b) Surfaces exposed to spray include areas to 8 inches above maximum liquid surface in quiescent structures and to 18 inches above maximum liquid surface in mixed or agitated structures.
 - c) Immersed surfaces also include the interior surfaces of the floors, walls, and tops of fully or partially enclosed liquid containing structures, regardless of the liquid level.
- 3) Interior: Surfaces within the confines of a building or other enclosure not immersed or constantly exposed to weather, trapped moisture, high heat or other deteriorating conditions, and exposed to view.
- 4) Exterior:
 - a) Above Grade: Surfaces above finished grade and not included in 1), 2), or 3) above.
 - b) Below Grade: Surfaces below finished grade and not included in 1), 2), or 3) above.
4. Gloss Range (as determined by ASTM D523):
 - a. High Gloss: A high sheen finish of more than 70 when measured at a 60 degree meter.
 - b. Semi Gloss: A medium sheen finish of 35 - 70 when measured at a 60 degree meter.
 - c. Satin: A low-to-medium sheen finish of 15 - 35 when measured at a 60 degree meter.
 - d. Eggshell: A low sheen finish of 20 - 35 when measured at a 60 degree meter.
 - e. Flat: A lusterless or matte finish of less than 5 when measured at an 60 degree meter.

1.5 SUBMITTALS

- A. Manufacturer's Literature: Specification data sheets and color charts for materials proposed for use on the Work. Provide Safety Data Sheets (SDS) as requested by Engineer.
- B. Schedules:
 1. Submit a finish schedule indicating rooms and other structures and systems to be coated, items or areas to be coated, the proposed coating system, including surface preparation, primer, intermediate/finish coats, application methods and color charts.
 2. Schedule shall be submitted as a complete package.
 3. No coatings may be applied until Engineer has made a complete review of the entire submittal.
- C. Manufacturer's Certificates: Submit signed affidavit from coatings Manufacturer that submitted coatings are of same or better quality than those specified, and Manufacturer's approval of applicator.
- D. NSF/ANSI/CAN Certifications: Coating systems in contact with potable water, including water that is a part of a treatment process that will ultimately become potable water, require NSF/ANSI/CAN 61 and 600 certifications. Submit evidence of current product certifications with the requirements of these standards. Certification from Testing Laboratories must demonstrate acceptable credentials to allow them to certify product conformance with the NSF/ANSI/CAN 61 and 600 standards.
- E. Applicator's Experience: Submit written verification of experience required herein.
- F. Product and Maintenance Schedules:
 1. At or before the completion of the Work, submit complete lists, in a finish schedule, of the actual products used. Include item covered, coating Manufacturer's name, type of coating and color.
 2. Provide pipe coding schedules listing pipe name, coating Manufacturer's name, type of coating and color.
 3. Provide maintenance manuals detailing the proper procedures and materials to be used for maintenance and repainting of the various coatings.

1.6 QUALITY ASSURANCE

- A. General:
 1. Acceptability of materials and performance shall be determined by Engineer.
 2. Testing or certifications may be required to aid Engineer's determination.
 - a. Expense of testing and certifications when required and, unless noted otherwise in the Contract Documents, shall be borne by Contractor.

- b. If destructive testing is required, Contractor shall repair damaged area. Expense of repair shall be borne by Contractor.
 - c. If initial testing results are unsatisfactory or yield failing results, additional testing will be required. Cost of additional testing shall be borne by Contractor.
 - 3. Coating Reviews:
 - a. Request, in writing, a review of each coat by Engineer of first finished surface of each type for color, texture and workmanship.
 - b. First accepted surface of each type and color shall be visibly labeled by Engineer with removable label as Project standard for that type and color of item.
 - c. Labels shall remain in place until painting is finished and accepted.
 - d. For spray application, paint a surface of 100 square feet as a Project standard.
 - 4. Work may be inspected as to proper surface preparation, pretreatment, priming, dry film thickness, curing, color, and workmanship.
 - 5. Applicable standards, test methods, and inspection equipment includes, but is not necessarily limited to the following:
 - a. SSPC-VIS-1 photographic blast cleaning standards (latest revision).
 - b. Inspector's wet film and dry film thickness gages.
 - c. Zorelco 369/PHD pin hole detector.
 - d. Mark II Tooke Gage.
- B. Coating Subcontractors:
 - 1. Applicators shall have experience with the coating systems specified.
 - 2. Experience shall be substantiated by previous project experience, certifications, seminar attendance, Manufacturer validation, or similar means.
- C. Pre-Application Meeting:
 - 1. Convene a pre-application meeting before the start of work and prior to ordering materials.
 - 2. Require attendance of parties directly affecting work of this Section, including Engineer, applicator and coating Manufacturer's technical representative.
 - 3. Review the following as a minimum:
 - a. Access and safety requirements.
 - b. Heating, ventilation and humidity control measures to be utilized.
 - c. How application information will be monitored and recorded, including responsible personnel, monitoring equipment, forms, and timely reporting of information recorded.
 - d. Protection of surfaces not scheduled to be coated.
 - e. Schedule of work.
 - f. Surface preparation.
 - g. Coating application.
 - h. Daily log to be used.
 - i. Repairs anticipated.
 - j. Applicator's field quality control.
 - k. Cleaning procedures.
 - l. Testing procedures.
 - m. Protection of coating systems.
 - n. Coordination with Owner's activities.
- D. Manufacturer's Services:
 - 1. Arrange for Manufacturer's technical representative to provide the services indicated below.
 - 2. Site Visits by the Manufacturer's Technical Representative:
 - a. The pre-application meeting.
 - b. A visit to observe surface preparation and review application techniques of components of the system.
 - c. A visit to review the completed installation.
 - 3. Generally provide assurance and guidance for the entire coating system installation.
 - 4. Written documentation required from the coating system Manufacturer:
 - a. A letter of acknowledgement that the coating system materials are specified to be used in a location and for a purpose that meets with the approval of the coating system Manufacturer and the intent of the Contract Documents. The signed letter shall certify that the Manufacturer's technical representative:
 - 1) Is familiar with the Project, has attended meetings and is aware of the Project conditions and aware of associated products (i.e. filler resurfacers, primers, coatings and other products proposed for the Project).

- 2) Agrees with the intended application of their products as specified.
 - 3) Agrees with the surface preparation specified, as completed.
 - 4) Agrees with the specifications. If necessary, submit revisions to specifications.
 - 5) Agrees that their products are compatible with associated products (i.e. concrete repair materials, existing coating systems, and other products proposed for the Project).
 - 6) Agrees with the type and quantity of testing to be performed, to ensure their product is adequately installed.
 - 7) Approval of surface preparation prior to proceeding with subsequent work.
- E. Installation Subcontractor's Supervising Site Representative:
1. On Site during work being performed.
 2. Knowledgeable of all aspects of the work.
 3. Review each day's agenda with crew, and with Contractor's and Engineer's Site representatives.
 4. If a portion of the work becomes unclear as to the most appropriate direction, work shall stop until a consensus is reached by all parties, including the Engineer's representative and the Manufacturer's technical representative, as required.
- F. Applicator's Project Record:
1. Applicator shall maintain a record for each day work is performed, and shall include a record of application process information. At a minimum, applicator's record shall include:
 - a. Material Manufacturer's batch numbers.
 - b. Surfaces to which material is applied.
 - c. Time of application.
 - d. Ambient temperature.
 - e. Substrate temperature.
 - f. Substrate moisture.
 - g. Relative humidity.
 - h. Dew point temperature.
 - i. Use of heating, dehumidification and ventilation equipment.
 - j. Unusual or important conditions, features, or events that occur before, during or after work is performed that day. Such information shall be referred to on previous or subsequent daily reports, when appropriate.
 2. Submit for Project record.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Deliver materials in original sealed containers of the Manufacturer with labels legible and intact. Include the following on labels on each container:
1. Manufacturer's name.
 2. Type of coating.
 3. Manufacturer's stock number.
 4. Manufacturer's batch identification.
 5. Color name and number.
 6. Instructions for mixing and reducing, where applicable.
 7. Percent total solids by volume.
 8. Identification of toxic substances and special instructions.
 9. VOC content.
- B. Storage:
1. Store materials in tightly covered containers at a minimum ambient temperature of 45 degrees F.
 2. Store materials in a well ventilated area and in such a manner as to comply with safety requirements including applicable federal, state, and local rules and requirements.
 3. Storage shall also be in accordance with instructions of the paint Manufacturer and requirements of insurance underwriters.
 4. Maintain storage containers in a clean condition, free from foreign materials and residue:
 - a. Protect from freezing.
 - b. Keep storage area neat and orderly.
 - c. Remove oily rags and waste daily and dispose of legally.
- C. Handle volatile products carefully and use caution so as not to puncture containers. Keep open flame away from areas while handling containers and be aware of material flash points.

1.8 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Waterborne Paints:
 - a. Apply only when temperature of surface to be painted and surrounding air are between 50 and 90 degrees F.
 - b. Maintain temperature range throughout the minimum cure time recommended by the Manufacturer.
 - 2. Solvent-Thinned Paints:
 - a. Apply only when temperature of surface to be painted and surrounding air are between 45 and 95 degrees F.
 - b. Maintain temperature range throughout the minimum cure time recommended by the Manufacturer.
 - 3. Inclement Weather:
 - a. Do not apply paint:
 - 1) In snow, rain, fog, or mist.
 - 2) When relative humidity exceeds 85%.
 - 3) When steel temperature is less than 5 degrees F above the dew point.
 - 4) To damp or wet surfaces.
 - b. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the Manufacturer during application and drying periods. Refer to Article 1.7 for further restrictions.
- B. Existing Painted Surfaces:
 - 1. When painting is specified over existing painted surfaces and existing coating types are not known, analyze samples of existing coatings using a laboratory approved by Engineer to determine generic type of coating present and the presence of lead.
 - 2. Submit written report from the lab to Engineer before coating is applied.
 - 3. Required modifications to painting schedule caused by existing paint shall not be justification for extra payment.
 - 4. Existing Coat Bonding Failure:
 - a. Remove existing coating by abrasive blasting or other means, obtaining surface cleanliness and profile required for coating specified without damaging the substrate to the point of affecting its appearance.
 - b. Paint as new surface.
 - c. Unforeseen failure conditions may be justification for extra payment.
- C. Epoxy Coatings:
 - 1. Do not expose epoxies during application and cure to sunlight and heaters that emit carbon dioxide and carbon monoxide.
 - 2. Use caution when applying and curing epoxy coatings to ensure that surrounding areas are not occupied and that adequate ventilation and fresh air are present.
- D. Contractor shall demonstrate acceptability of environmental conditions as required by Engineer.

1.9 LEAD PAINT REMOVAL

- A. Comply with applicable rules and regulations for lead based paint removal.
- B. Personnel assigned to perform demolition activities in areas containing lead based paint shall be properly trained as outlined in 29 CFR 1926.62 (OSHA Lead Standard). In addition, task specific exposure monitoring shall be conducted to establish either a positive or negative initial determination.
- C. Remove and remediate existing lead paint as required to comply with codes and regulations while performing the requirements of the Work. Either remove lead paint completely or partially as required to achieve this.
- D. Notify Engineer when lead paint removal is complete.
- E. Dispose of lead paint in a manner that complies with laws and regulations.

1.10 EXTRA MATERIALS

- A. Leave with Owner at least 1 gallon of each type and color of paint used for finish coats and 1 gallon of each type of thinner required.
- B. Containers shall be tightly sealed and clearly labeled.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Coatings:
 - a. Tnemec.
 - b. Carboline.
 - c. International Paint.
 - d. Sherwin Williams.
- B. Single Manufacturer:
 - 1. Materials selected for coating systems for each type of surface shall be the product of a single Manufacturer.
 - 2. Provide primers and undercoats produced by the same Manufacturer as the finish coats.

2.2 MATERIALS

- A. Material Types:
 - 1. NSF/ANSI/CAN Standards Certification:
 - a. Coating systems in contact with potable water, including water that is a part of a treatment process that will ultimately become potable water, require NSF/ANSI/CAN 61 and 600 certifications.
 - b. Products represented by manufacturers to have NSF/ANSI/CAN 61 and 600 certification have been included in the painting schedule, where the intended use requires products to meet the requirements of those standards. However, the listing of a product is not a representation by the Engineer that the product has the current certifications. Submittal of current certifications is a requirement.
 - c. Proposed substitutions shall also carry NSF/ANSI/CAN certifications for specific applications.
 - 2. Verify that coating systems utilized carry NSF/ANSI/CAN certifications, where such certifications are required. Provide product currently certified at no extra cost to Owner. Paint, primer and related materials are included in the painting schedule in this Section.
 - 3. Paint used for repair of galvanizing shall have minimum 95% zinc dust in accordance with ASTM D520.
- B. Colors: Colors of finish coats shall be as selected by Engineer.
- C. Blast Abrasives:
 - 1. Level of ionic contaminants shall be in accordance with SSPC-AB 1.
 - 2. Products and Manufacturers:
 - a. Magnum Blast by Dust Net, Wedron, Illinois.
 - b. Black Magnum by Dust Net, Wedron, Illinois.
 - c. Black Beauty by Reed Minerals, Highland, Indiana.
- D. VOC Compliance:
 - 1. Individual coatings and coating systems shall have VOC levels at or below the EPA recommendations identified in 40 CFR Part 59.
 - 2. VOC content shall be tested in accordance with EPA Method 24.

2.3 MIXES

- A. Mixing:
 - 1. Deliver paints to the Site ready-mixed, when possible.
 - 2. Mix two-component paints at the Site and observe pot life as recommended by Manufacturer.

3. Proceed with mixing until paint becomes smooth, homogeneous, and free of surface swirls or pigment lumps.
 4. When mixing multi-component paints, remix each component individually, then blend the components, as recommended by the Manufacturer, until the mixture is completely uniform in color.
- B. Thinning:
1. No thinning will be permitted unless absolutely necessary.
 2. Paint shall be spray-applied in as-received condition to demonstrate necessity for thinning.
 3. Use only thinners as recommended by paint Manufacturer for specific use.
 4. Amount of thinner used shall be reported to Engineer.
 5. Measure viscosity to ensure proper thinning ratios have been used.
- C. Tinting:
1. Onsite tinting will be permitted only when accepted in writing by Engineer.
 2. Use only tinting colors recommended by the Manufacturer for the specific type of coating.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspection:
1. Prior to the commencement of surface preparation or other coating activities, thoroughly inspect the surfaces to determine if the Work is ready to be prepared and painted.
 2. Report in writing to Engineer conditions that may potentially affect proper application.
 3. Do not commence surface preparation or other coating activities until such defects have been corrected.
- B. Correction of Defects:
1. Correct defects and deficiencies in surfaces which may adversely affect work of this Section.
 2. Apply filler resurfacers, patching materials and the like that are required to provide the surface recommended by the coating Manufacturer.
 3. Start of painting will be construed as the applicator's acceptance of surfaces and conditions within a particular area.

3.2 TEMPORARY HEATING, VENTILATION AND HUMIDITY CONTROL REQUIREMENTS

- A. General:
1. Ventilation is mandatory.
 2. Provide ventilation that exhausts fumes and odors to the exterior at a location where existing HVAC systems will not pick up these fumes and odors.
 3. Provide negative air pressure to those spaces receiving coatings without reducing air temperatures in those spaces which may impede the curing process of those coating systems.
 4. Ventilation is required during surface preparation, application of coating systems, and the curing period for those systems.
 5. Provide additional equipment and fuel as required to condition the space for surface preparation, application of products, and curing of those products, in accordance with Manufacturer's requirements. This equipment may include, but is not limited to, heaters, dehumidifiers and fans for intake and exhaust air.
- B. Enclosures:
1. Provide temporary enclosures as required to isolate dust, fumes and odors from areas in use, to control temperature and humidity, and to protect surface to be coated from the weather.
 2. The enclosure shall be of such quality as to maintain optimal conditions for the work of this Section.
 3. The enclosure shall remain until the work is sufficiently cured.

3.3 PREPARATION

- A. General:
1. Prepare surfaces in accordance with this Article, the paint Manufacturer's recommendations and as specified in the painting schedule of this Section.

2. Cleanliness of Abrasive Blast-Cleaned Steel:
 - a. Determined by Engineer using Steel Structures Painting Council Manual SSPC-VIS-1.
 - b. Small steel panels which have been abrasive blast-cleaned and approved for a specific cleanliness may be used for comparative purposes to facilitate inspection and approval.
 - c. Securely wrap these panels in clear plastic, seal to protect them from deterioration and mark with appropriate SSPC-SP6 cleaning specification.
 3. Cleanliness of Compressed Air:
 - a. Do not use contaminated air for blast cleaning.
 - b. Periodically check compressed air used for blasting to verify that it is clean, dry and oil-free by directing its flow toward a sheet of clean white paper.
 4. Place oil and water separators in the air line as close as possible to blast-cleaning equipment. Make measurements of surface profile of abrasive blast-cleaned steel with a Keane-Tator Surface Profile Comparator or Testex Press-O-Film and Micrometer.
 5. Abrasive Media:
 - a. Select abrasive media to provide the type of profile required by the Manufacturer of the coating product.
 - b. Abrasive media shall contain less than 5% free silica sand.
 6. Protective Covers:
 - a. Protect motors, bearings, chain drives, and other moving parts by wrapping with plastic and sealing with tape.
 - b. Maintain protective covers in dust tight condition.
 7. Correct steel and fabrication defects revealed by surface preparation, such as weld imperfections, delamination, scabs, and slivers, by appropriate trade before proceeding further with surface preparation.
 8. Clean Up of Blast Cleaned Areas:
 - a. Remove dust and blast products from the abrasive blast-cleaned surfaces by high pressure air or vacuum cleaning.
 - b. Completely clean up residue from blasting operations within the entire space to be painted prior to applying coatings.
 9. Inspect surfaces after surface preparation is complete and prior to application of coatings.
 10. Remove hardware, accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface applied protection prior to surface preparation and painting, and then replace items after paint has dried.
 11. When acid etching is the approved means of preparing surfaces for coating systems, protect the surrounding areas. Neutralize dispensed solutions and dispose of properly.
- B. Moisture Testing of Concrete and Masonry Surfaces:
1. Securely tape a 12-inch x 12-inch piece of heavy gage plastic film to the surface in various locations.
 2. Carefully seal the film with tape to prevent the escape of moisture and keep in place for a minimum of 16 hours.
 3. If, after this period of time, moisture is present between the plastic and the surface, additional time for the material to dry will be required. Also, it may be appropriate to execute other means of testing for moisture.
 4. Other Means of Testing for Moisture:
 - a. ASTM F1869.
 - b. Qualifying moisture meters capable of reading 2 to 100% moisture content on a surface.
- C. Masonry Walls:
1. Do not coat new masonry walls for at least 28 days.
 2. Test masonry for moisture content as specified herein.
 3. Remove dirt, loose mortar, scale, powder and other foreign matter from masonry surfaces which are to be painted by scrubbing with a stiff brush.
 4. Remove oil and grease with a solution of tri-sodium phosphate, rinse well and allow to thoroughly dry.
 5. Remove stains from masonry surface caused by weathering or corroding metals with a solution of sodium metasilicate after being thoroughly wetted with water and allow to thoroughly dry.
 6. Coat masonry walls prior to installation of wall mounted equipment.
- D. Concrete:
1. Do not coat new concrete for at least 28 days.
 2. Test concrete for moisture content as specified herein.
 3. Remove oil and grease with a solution of tri-sodium phosphate prior to the commencement of coating or blasting activities.

4. Abrasive brush blasting shall create a CSP3 surface profile as defined by the International Concrete Repair Institute.
 5. Provide additional surface preparation as may be required by the coating Manufacturer prior to application of coating systems.
 6. Concrete shall be clean and dry before coating.
 7. Prior to painting or sealing concrete floors, seal cracks and joints in floors with a sealant rated for traffic surfaces and compatible with the floor coatings specified.
 - a. Prepare cracks by routing or other means, as recommended by sealant Manufacturer.
- E. Ferrous Metals:
1. Non-Immersed Ferrous Metals:
 - a. Surface Preparation - Shop:
 - 1) Remove dirt, oil, grease and other foreign matter in accordance with SSPC-SP1.
 - 2) Abrasive blast clean surfaces to specification required for coating to be applied.
 - 3) Perform abrasive blast cleaning only when the relative humidity is no higher than 75% and the surface temperature of the steel is at least 5 degrees F above the dew point.
 - 4) Coat cleaned surfaces before visible rust forms on the surface. Do not leave cleaned surfaces uncoated for more than 24 hours.
 - 5) Apply coating as specified under this Section.
 - b. Surface Preparation - Field:
 - 1) Remove dirt, oil, grease and other foreign matter in accordance with SSPC-SP1.
 - 2) Prepare field welds by grinding to remove sharp edges, undercuts, recesses and pin holes.
 - 3) Completely remove weld slag and spatter.
 - 4) Thoroughly clean damages, scratches and abraded areas of shop primers. Thoroughly clean field welds and areas within 4 inches of field welds before painting using surface preparation methods at least as effective as those specified for the structure itself.
 - 5) Feather out edges to make touch-up patches inconspicuous.
 - 6) Clean surfaces with solvent.
 - 7) Contractor may, at Contractor's option, clean and apply one overall coat of primer for each specified shop coat in place of touch-up or spot priming.
 - 8) Contractor shall meet applicable surface preparation and application specifications.
 2. Immersed Ferrous Metals:
 - a. Surface Preparation - Field:
 - 1) Remove dirt, oil, grease and other foreign matter in accordance with SSPC-SP1.
 - 2) Prepare field welds by grinding to remove sharp edges, undercuts, recesses, and pin holes.
 - 3) Completely remove weld slag and spatter.
 - 4) Abrasive blast clean surfaces to specification required for coating to be applied.
 - 5) Perform abrasive blast cleaning only when the relative humidity is no higher than 75% and the surface temperature of the steel is at least 5 degrees F above the dew point.
 - 6) Coat cleaned surfaces before any visible rust forms on the surface.
 - 7) Do not leave cleaned surfaces uncoated for more than 24 hours.
 - 8) Apply coating as specified under this Section.
- F. Ductile Iron Pipe and Fittings:
1. Do not follow preparation procedures typically used for other ferrous metals as these may result in damage to the ductile pipe surface and subsequent reduced coating effectiveness and life expectancy.
 2. Perform surface preparation in accordance with NAPF 500-03-01 through 05 and the painting schedule.
- G. Nonferrous Metals and Galvanized Steel:
1. Remove dirt, oil, grease, and other foreign matter in accordance with SSPC-SP1. For Solvent Cleaning, test surface with copper sulfate solution. If galvanizing turns black, then surface is clean and ready for paint application. Otherwise abrade surface or brush blast in accordance with SSPC-SP7.
 2. Remove white rust by hand or power brushing being careful not to damage or remove the galvanizing.
 3. Remove rust in accordance with SSPC-SP2 or SSPC-SP3.
 4. On surfaces potentially exposed to the touch, such as railings, grind runs and drips of galvanizing material smooth and repair using zinc-rich primer.
 5. On galvanized steel, touch-up exposed metal areas using zinc-rich primer.
 6. Repairs and touch up of galvanized coatings shall comply with ASTM A780. Zinc-rich primers shall be compatible with finish coats.
- H. Tanks and Equipment: Open doors, hatches, and covers, and remove removable appurtenances and prepare surfaces separately in accordance with this Section.

3.4 APPLICATION

A. General:

1. Take necessary safety precautions in accordance with this Article, SSPC-PA Guide 3, Manufacturer's recommendations, federal, state, and local rules and requirements, and insurance underwriter's guidelines.
2. Apply coatings in accordance with this Article, SSPC-PA1, and the Manufacturer's recommendations.
3. Moisture Content:
 - a. Do not apply initial coating until moisture content of surface is within limitations recommended by paint Manufacturer.
 - b. Determine moisture content by one of the following methods:
 - 1) As specified herein.
 - 2) By use of a moisture meter approved by Engineer.
4. Mil Thickness:
 - a. Apply coats in a uniform manner and of the minimum dry film thickness as indicated in the painting schedule.
 - b. Maximum mil thickness shall be as recommended by coating Manufacturer.
 - c. Where the mil thickness is not indicated in the painting schedule, it shall be as recommended by coating Manufacturer.
5. Sand and dust between each coat to remove defects visible from a distance of 5 feet.
6. Additional Coats:
 - a. Apply within recoat recommendation of the Manufacturer based on temperature and humidity variations.
 - b. Schedule inspections so as to not interfere with recoat time.
7. Each coat shall be smooth, free of brush marks, streaks, laps or pile-up of paint, and skipped or missed areas.
8. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
9. Spray apply coatings on hollow metal units.
10. Finish door tops, edges, and bottoms the same as exposed surfaces.
11. Except for contact surfaces, surfaces of fabricated assemblies that are inaccessible after erection shall receive field coats of paint before erection.
12. Ensure that concrete cracks and defects have been repaired prior to applying coating, then fill remaining depressions and crevices with paint if practical.
13. Protect wet paint against damage from dust or other detrimental foreign matter as much as is practicable.
14. Remove grills, covers, and access panels of mechanical and electrical systems and tanks from location and paint separately.
15. Paint the interior surface of ducts flat black in the immediate area of supply and exhaust grilles.
16. Omit application of masonry filler on acoustical masonry.
17. Coat concrete and masonry walls prior to mounting equipment.
18. Where equipment, piping, conduit or the like are removed from an existing painted surface, patch and paint the newly exposed surface as required so the newly exposed surface matches surrounding surfaces in coating and appearance.
19. Where epoxy coatings are scheduled over existing paint:
 - a. Test existing paint and substrate for lifting or alligatoring.
 - b. If existing paint lifts or alligators, remove it down to bare substrate.
20. Where a portion of a surface is to be coated, carry the coating to the nearest break point in the surface plane beyond the portion specified.

B. Valves, Fittings, and Supports:

1. Paint valves and fittings the same base color as the pipe they adjoin.
2. Paint floor stands the same base color as the pipe they adjoin.
3. Wall Brackets and Pipe Hangers:
 - a. Paint the same base color as the wall or ceiling they adjoin.
 - b. Use gray color if wall or ceiling is not painted.

3.5 PIPE AND EQUIPMENT IDENTIFICATION

A. General:

1. Identify non-buried piping installed as part of the Work in accordance with ASME/ANSI A13.1, this Section, as required in the pipe identification schedule, and as indicated on the Drawings.

2. Painting or banding of concealed piping above suspended ceilings is not required, but labels as specified following are required.
3. Identify pumps, tanks, and equipment.

B. Color Bands:

1. Where color bands are indicated for piping identification, use colored vinyl tape spaced every 6 feet, before and after each valve and where pipe enters and leaves each wall.
2. Band Widths:
 - a. Pipe up to and including 2-inch diameter: 3/4-inch wide.
 - b. Pipe 2-1/2-inch to 6-inch diameter: 2 inches wide.
 - c. Pipe 8-inch to 12-inch diameter: 4 inches wide.
 - d. Pipe 14-inch diameter and over: 6 inches wide.

C. Labels and Arrows:

1. Label pipes at intervals not to exceed 20 feet and where pipe enters and leaves each wall, to identify the contents of the pipe as determined by Engineer.
2. Place an arrow adjacent to every pipe label to indicate direction(s) of flow.
3. Use preprinted labels and arrows manufactured by a company which normally manufactures pipe identification systems.
4. Supply pipe labels, arrows, and color bands by a single Manufacturer.
5. Labels and Arrow Heights:
 - a. Pipe or Covering Over 3-inch Diameter: 2-1/4 inches.
 - b. Pipe or Covering 1-inch to 3-inch Diameter: 1-1/8 inches.
 - c. Pipe or Covering Under 1-inch Diameter: 1/2-inch.
6. Materials shall be suitable for the use intended.
7. Label pumps, tanks, and equipment items, including description and tag number, with lettering size coordinated with Engineer depending on equipment size.

3.6 FIELD QUALITY CONTROL

A. Inspection:

1. To facilitate painting and inspection, each coat of paint shall be of a different color or tint.
2. Finished metal surfaces shall be free of skips, voids or pinholes in each coat when tested with a low voltage detector.
3. Do not apply additional coats until previous coat has been inspected and acknowledged in writing by Engineer.
4. Only coats of paint acknowledged in writing will be considered in determining number of coats applied.

B. Final Touch-Up:

1. Surface damage shall be repaired with touch-up paint matching material used for original coating.
2. Repaired areas shall be rubbed out and polished to match surrounding finish.
3. Finish repair shall be of the quality typically found within the auto body industry.

3.7 CLEANING

- A. Remove spilled, splashed, or spattered paint from surfaces.
- B. Do not mar surface finish of item being cleaned.
- C. Prior to acceptance of the work of this Section, thoroughly clean painted surfaces and related areas.

3.8 PROTECTION

A. General:

1. Adequately protect other surfaces from paint and damage.
2. Repair damage as a result of inadequate or unsuitable protection.

- B. Protective Materials: Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation area.

- C. Fire Hazards: Place cotton waste, cloths, and materials which may constitute a fire hazard in closed metal containers and remove daily from Site.
- D. Electrical Plates and Hardware:
1. Remove electrical plates, surface hardware, fittings and fastenings prior to painting operations.
 2. These items are to be carefully stored, cleaned and replaced upon completion of work in each area.
 3. Do not use solvent to clean hardware that may remove permanent lacquer finish.
- E. Equipment with Factory-Applied Final Finishes:
1. Certain equipment with factory-applied finishes may be accepted by Engineer at Engineer's discretion.
 2. Protect finishes of equipment with approved factory-applied final finishes from scratches and abrasions by all practical means.
 3. Repair surface damage with touch-up paint furnished by equipment Manufacturer by workmen skilled in this type of work.
 4. Rub out and polish repaired areas to match surrounding finish.
 5. Finish repair shall be of the quality typically found within the auto body industry.
 6. If damage to item is severe in the judgment of Engineer, the equipment will be rejected or a new finish coat shall be applied after proper surface preparation at the discretion of Engineer, at no additional cost to Owner.

3.9 PAINTING SCHEDULE

- A. All mil thicknesses indicated are dry film thicknesses (DFT).

1. Interior Ferrous Metals – Non-Immersed: Gloss Zinc/Aliphatic Acrylic Polyurethane System:

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
Tnemec	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): 90-97 Tneme-Zinc 2.5-3.5 Mils	(Field): 69-Hi-Build Epoxoline 4.0-6.0 Mils	(Field): 1074 Endura-Shield II 3.0-5.0 Mils
Carboline	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): Carbozinc 859 2.5-3.5 Mils	(Field): Carboguard 890 4.0-6.0 Mils	(Field): Carbothane 134HB 3.0-5.0 Mils
International Paint	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): CATHCOAT 302 H Reinforced Inorganic Zinc (78%) 2.5-3.5 Mils	(Field): BAR-RUST 235 Epoxy Mastic 4.0-6.0 Mils	(Field): DEVTHANE 379/H Aliphatic Urethane Gloss 3.0-5.0 Mils
Sherwin Williams	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): Corothane Galvapac NSF 2.5-3.5 Mils	(Field): Macropoxy 646 FC 4.0-6.0 Mils	(Field): Acrolon 218HS/HS Polyurethane 3.0-5.0 Mils

2. Interior Non-Ferrous and Galvanized Metals – Non-Immersed: Gloss Zinc/Aliphatic Acrylic Polyurethane System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field) 69 Hi-Build Epoxoline II 4.0-6.0 Mils	(Field): 1074 Endura-Shield II 2.0-3.0 Mils
Carboline	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): Carboguard 890 4.0-6.0 Mils	(Field): Carbothane 134HB 2.0-3.0 Mils

System Manufacturer	Surface Preparation	First Coat	Second Coat
International Paint	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): DEVRAN 201H or 203 Universal Epoxy Primer 2.0-4.0 Mils	(Field): DEVTHANE 379/H Aliphatic Urethane Gloss 2.0-3.0 Mils
Sherwin Williams	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): Macropoxy 646 FC 4.0-6.0 Mils	(Field): Acrolon 218HS/HS Polyurethane 2.0-3.0 Mils

3. Exterior Ferrous Metals – Non-Immersed: Gloss Zinc/Aliphatic Acrylic Polyurethane System:

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
Tnemec	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): 90-97 Tneme-Zinc 2.5-3.5 Mils	(Field): 69-Hi-Build Epoxoline 4.0-6.0 Mils	(Field): 1094 Endura-Shield 2.0-3.0 Mils
Carboline	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): Carbozinc 859 2.5-3.5 Mils	(Field): Carboguard 890 4.0-6.0 Mils	(Field): Carbothane 134HG 2.0-3.0 Mils
International Paint	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): CATHCOAT 302 H Reinforced Inorganic Zinc 2.5-3.5 Mils	(Field): BAR-RUST 235 Epoxy Mastic 4.0-6.0 Mils	(Field): DEVTHANE 379/H Aliphatic Urethane Gloss 2.0-3.0 Mils
Sherwin Williams	(Shop): SSPC-SP6 commercial blast cleaning	(Shop) and (Field Touch-up, Prime): Corothane Galvapac 1K 2.5-3.5 Mils	(Field): Macropoxy 646 FC 4.0-6.0 Mils	(Field): Acrolon 218HS/HS Polyurethane 2.0-3.0 Mils

4. Exterior Non-Ferrous and Galvanized Metals – Non-Immersed: Gloss Zinc/Aliphatic Acrylic Polyurethane System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): 69 Hi-Build Epoxoline II 4.0-6.0 Mils	(Field): 1094 Endura-Shield 4.0-6.0 Mils
Carboline	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): Carboguard 890 4.0-6.0 Mils	(Field): Carbothane 134HG 4.0-6.0 Mils
International Paint	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): DEVRAN 201H or 203 Universal Epoxy Primer 2.0-4.0 Mils	(Field): DEVTHANE 379/H Aliphatic Urethane Gloss 4.0-6.0 Mils
Sherwin Williams	(Field): SSPC-SP1 solvent cleaning and SSPC-SP3 or SSPC-SP7 (abrade to create a 1.0 - 1.5 mil profile)	(Field): Macropoxy 646 FC 4.0-6.0 Mils	(Field): Acrolon 218HS/HS Polyurethane 4.0-6.0 Mils

5. Existing Ferrous Metals in Wet Environment:

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
Tnemec	(Field): SSPC-SP6 commercial blast cleaning	(Field): Series 1 Omnithane 2.5-3.5 Mils	(Field): 69 Hi-Build Epoxoline II 3.0-5.0 Mils	(Field): 69 Hi-Build Epoxoline II 2.0-3.0 Mils

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
Carboline	(Field): SSPC-SP6 commercial blast cleaning	(Field): Carbomastic 615 HS 2.5-3.5 Mils	(Field): Carbomastic 615 HS 3.0-5.0 Mils	(Field): Carbothane 134 HB 2.0-3.0 Mils
ICI/DeVoe	(Field): SSPC-SP6 commercial blast cleaning	(Field): CATHCOAT 302 H Reinforced Inorganic Zinc 2.5-3.5 Mils	(Field): BAR-RUST 233H Multi-Purpose Epoxy 3.0-5.0 Mils	(Field): BAR-RUST 233H Multi-Purpose Epoxy 2.0-3.0 Mils
Sherwin Williams	(Field): SSPC-SP6 commercial blast cleaning	(Field): Corothane Galvapac NSF 2.5-3.5 Mils	(Field): Macropoxy 646 FC 3.0-5.0 Mils	(Field): Macropoxy 646 FC 2.0-3.0 Mils

6. Metals – Immersed (interior of potable water system pipe): Modified Polyamine or Satin Polyamidoamine Epoxy System:
(Note: Contractor shall verify current NSF certification; provide product currently certified at no extra cost to Owner.)

System Manufacturer	Pipe and Fitting Size Limitations	Surface Preparation	First Coat	Second Coat
Tnemec	Pipes 4" to 8" diameter	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): 141-WH03 Epoxoline 7.0 – 9.0 Mils	(Shop): 141-WH03 Epoxoline 7.0 – 9.0 Mils (16.0 mils min, 18.0 mils max total)
	Pipes 10" to 12" diameter	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): 141-WH03 Epoxoline 16.0 – 18.0 Mils	
	Pipes 14" diameter and greater; valves and fittings 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): N140-1255 Pota-Pox Plus 7.0 – 9.0 Mils	(Shop): N140-1255 Pota-Pox Plus 7.0 – 9.0 Mils (16.0 mils min, 18.0 mils max total)
Carboline	Pipes 4" to 8" diameter; fittings		No NSF certified equivalent	
	Valves 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Carboguard 891 HS 4.0 – 10.0 Mils	(Shop): Carboguard 891 HS 4.0 – 10.0 Mils (16.0 mils min, 20.0 mils max total)
	Pipes 10" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Plasite 4500 16.0 – 20.0 Mils	
ICI/DeVoe	Pipes 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Interline 925 by International Paint 16.0 – 18.0 Mils	
	Valves and fittings 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop): Bar Rust 233 H 16.0 – 20.0 Mils	
Sherwin Williams	Valves and fittings		No NSF certified equivalent	
	Pipes 4" diameter and greater	(Shop): SSPC-SP10 near-white blast cleaning	(Shop) Sherplate PW Epoxy 16.0 – 20.0 Mils	

7. Cast-In-Place Concrete: Flat Acrylic Emulsion System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): See Paragraph 3.3.D.	(Field): 1026 Eduratone 2.0-3.0 Mils	(Field): 1026 Enduratone 2.0-3.0 Mils
Carboline	(Field): SSPC-SP13/NACE No. 6 – Surface Preparation of Concrete	(Field): Carbocrylic 3358 2.0-3.0 Mils	(Field): Carbocrylic 3358 2.0-3.0 Mils
International Paint	(Field): See Paragraph 3.3.D.	(Field): Intercryl 520 Primer & Finish 2.0-3.0 Mils	(Field): Intercryl 520 Primer & Finish 2.0-3.0 Mils
Sherwin Williams	(Field): See Paragraph 3.3.D.	(Field): DTM Acrylic Primer/Finish 2.0-3.0 Mils	(Field): DTM Acrylic Primer/Finish 2.0-3.0 Mils

8. Cast-In-Place Concrete: Flat Acrylic Emulsion System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): See Paragraph 3.3.D.	(Field): 181 Tneme-Crete WB 8.0-10.0 Mils	(Field): 181 Tneme-Crete WB 8.0-10.0 Mils
Carboline	(Field): SSPC-SP13/NACE No. 6 – Surface Preparation of Concrete	(Field): Flexxide Elastomer 8.0-10.0 Mils	(Field): Flexxide Elastomer 8.0-10.0 Mils
International Paint	No product identified	No product identified	No product identified
Sherwin Williams	(Field): See Paragraph 3.3.D.	(Field): Loxon XP 8.0-10.0 Mils	(Field): Loxon XP 8.0-10.0 Mils

9. Cast-In-Place Concrete Floors – Gloss Polyamidoamine Epoxy System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): SSPC-SP13/ICRI-CSP3	(Field): 280 Series Tneme-Glaze 6.0-12.0 Mils	(Field): 280 Series Tneme-Glaze 6.0-12.0 Mils
Carboline	(Field): SSPC-SP13/NACE No. 6 – Surface Preparation of Concrete or use a Blastrac Machine (obtain profile of ICRI-CSP3)	(Field): Dudick SteriFlor U or GP 6.0-12.0 Mils	(Field): Dudick SteriFlor U or GP 6.0-12.0 Mils
International Paint	No product identified	No product identified	No product identified
Sherwin Williams	(Field): See Paragraph 3.3.D.	(Field): Resuflor 3746 6.0-12.0 Mils	(Field): Resuflor 3746 6.0-12.0 Mils

10. Interior Concrete Block: Satin Polyamidoamine Epoxy System:

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
Tnemec	(Field): See Paragraph 3.3.C..	(Field): 130 Envirofill 60-80 sf/gal	(Field): 69 Hi-Build Epoxoline II 4.0-6.0 Mils	(Field): 69 Hi-Build Epoxoline II 4.0-6.0 Mils
Carboline	(Field): SP13/NACE No. 6 – Surface Preparation of Concrete	(Field): Sanitile 100 60-80 sf/gal	(Field): Carboguard 890 4.0-6.0 Mils	(Field): Carboguard 890 4.0-6.0 Mils

System Manufacturer	Surface Preparation	First Coat	Second Coat	Third Coat
International Paint	(Field): See Paragraph 3.3.C..	(Field): Devran 224V Epoxy Block Filler 60-80 sf/gal	(Field): DEVTRAN 224V Hi-Solids Epoxy 4.0-6.0 Mils	(Field): DEVTRAN 224V Hi-Solids Epoxy 4.0-6.0 Mils
Sherwin Williams	(Field): See Paragraph 3.3.C..	(Field): Pro Industrial Heavy Duty Block Filler 60-80 sf/gal	(Field): Macropoxy 646 FC 4.0-6.0 Mils	(Field): Macropoxy 646 FC 4.0-6.0 Mils

11. Interior Insulated Pipe and Duct: Satin Acrylic Epoxy System:

System Manufacturer	Surface Preparation	First Coat	Second Coat
Tnemec	(Field): Clean and dry	(Field): 69 Hi-Build Epoxoline II 2.0-3.0 Mils	(Field): 1026 Enduratone 4.0-6.0 Mils
Carboline	(Field): SSPC-SP1 – Solvent cleaning	(Field): Sanitile 120 2.0-3.0 Mils	(Field): Sanitile 255 4.0-6.0 Mils
International Paint	(Field): Clean and dry	(Field): DEVTRAN 201H or 203 Universal Epoxy Primer 2.0-4.0 Mils	(Field): DEVTRAN 224V Hi-Solids Epoxy 4.0-6.0 Mils
Sherwin Williams	(Field): Clean and dry	(Field): DTM Acrylic Primer/Finish 2.0-3.0 Mils	(Field): ProIndustrial WB HB Epoxy 4.0-6.0 Mils

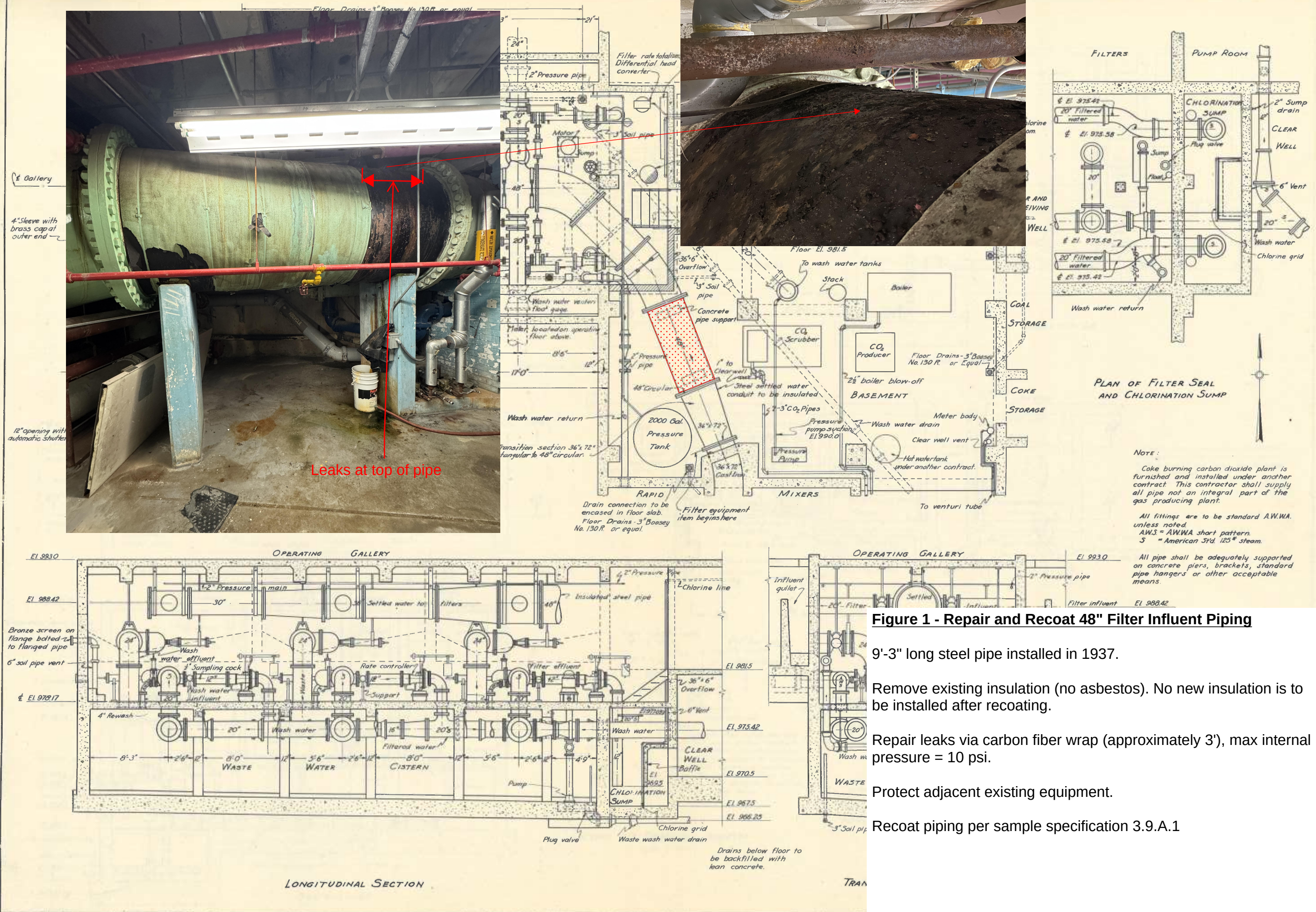
3.10 PIPE IDENTIFICATION COLOR SCHEDULE

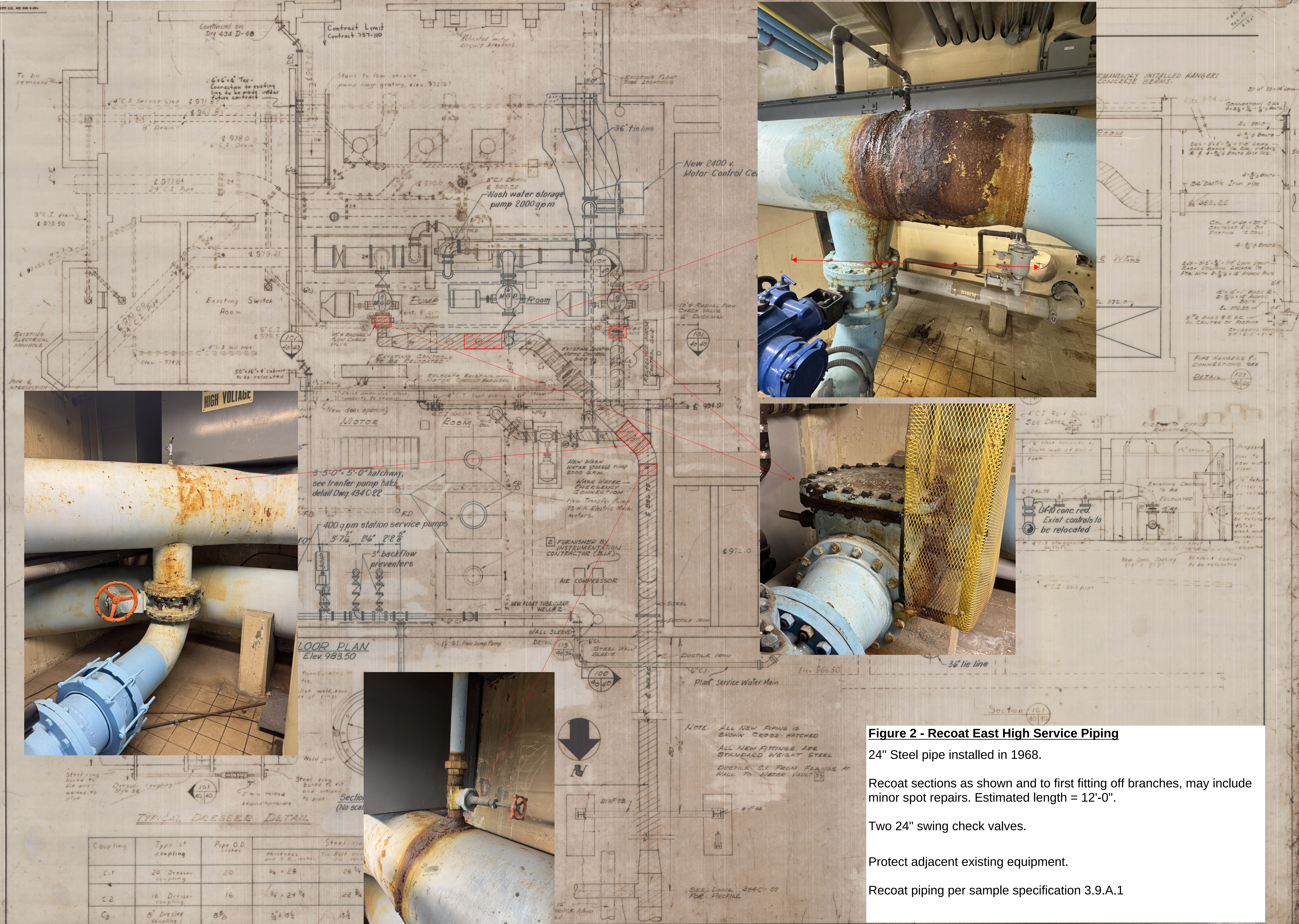
- A. Identify exposed pipes with the following colors.
 1. Colors are from the Tnemec Colorbook color card.
 2. Equivalent colors of other Manufacturers indicated in Part 2 of this Section may be used.
- B. Where a facility has an existing identification system already in use, coordinate with the system in use.
- C. In situations where 2 colors do not have sufficient contrast to easily differentiate between them, paint a 6-inch band of contrasting color at 30-inch intervals.

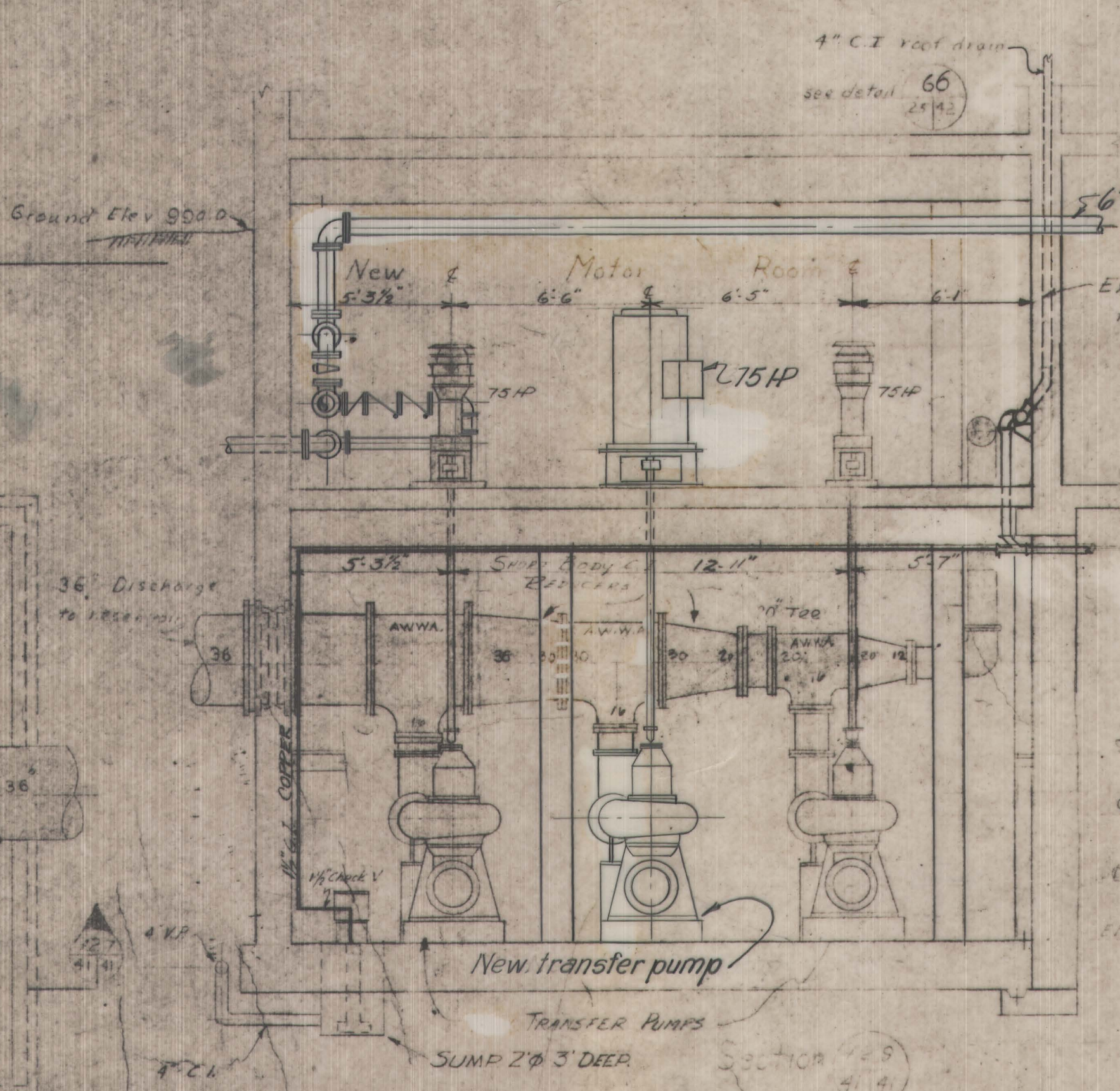
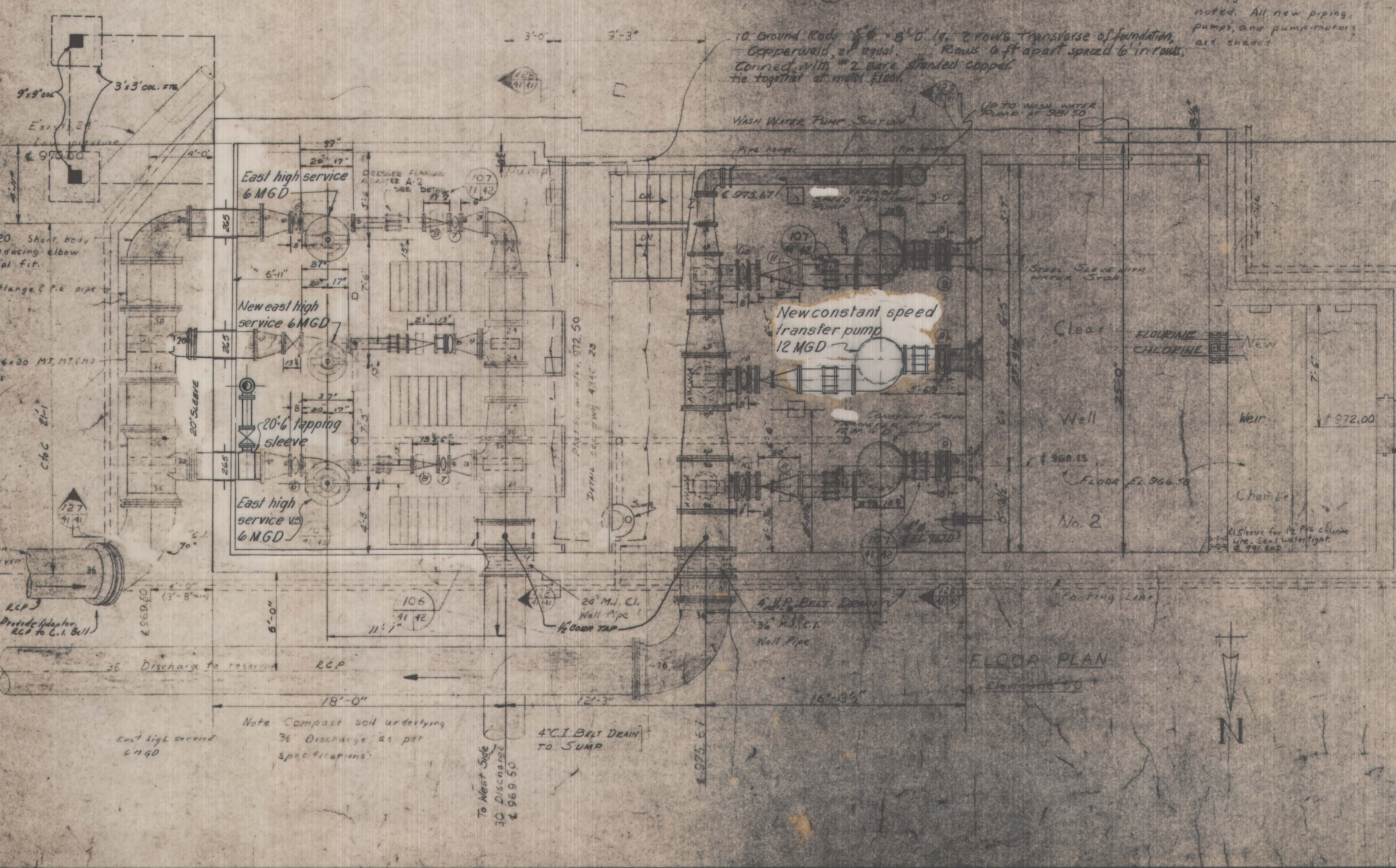
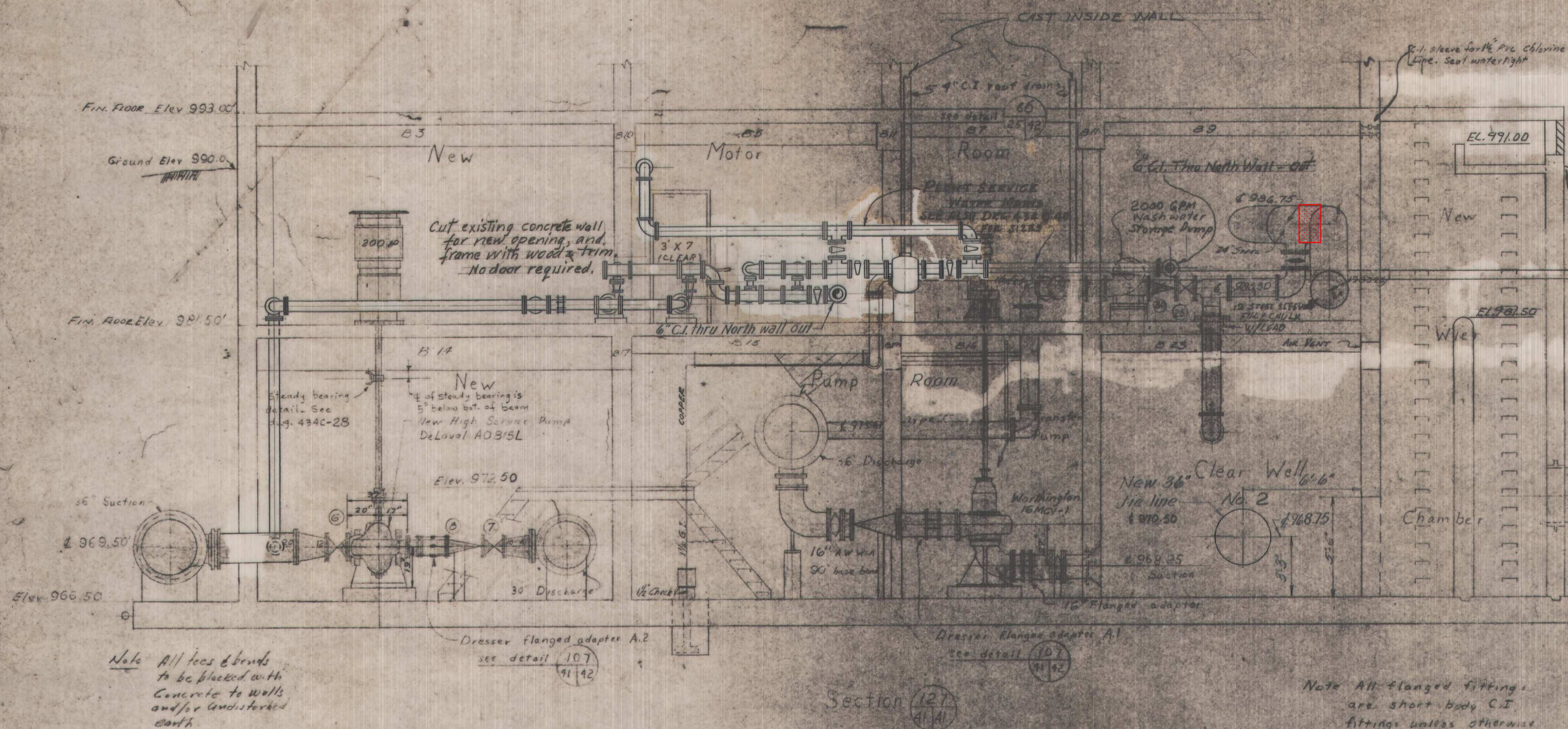
Water Plant Piping	Color Description	Tnemec Colorbook ID
Raw Water	Olive Green	Meadow 20 GN
Settled/Clarified Water	Aqua	Aqua Sky 10GN
Filtered Water	Light Blue	Fountainbleu GB04
Non-Potable Water: Filter Effluent	Mint Green	Frosted Mint GB48
Potable/Finished/High Service Water	Dark Blue	Safety Blue 11SF
Sludge Lines	Dark Brown	Weathered Bark 84BR
Lime Slurry	Light Green	Irish Spring 37GN
Drain Lines, Vent Lines	Gray	Slate Gray 31GR

END OF SECTION 09 91 00

Representative Coating and Repair Tasks







434C-41-5

THE CITY OF ANN ARBOR, MICHIGAN
DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY SYSTEM

**HIGH SERVICE & TRANSFER
PUMP ROOM PIPING**

AYRES, LEWIS, NORRIS & MAY
CONSULTING ENGINEERS
ANN ARBOR, MICHIGAN

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

MARCH 1965

REV. 6	8-26	As built - Note "A" removed
REV. 5	1-74	Note "A" added
REV. 4	5-68	As built
REV. 3	10-65	Plant Service Water Main Added
REV. 2	4-65	Pump Discharge Main Added
REV. 1	3-65	Original

DRAWN BY: D.S.R. CHECKED BY:

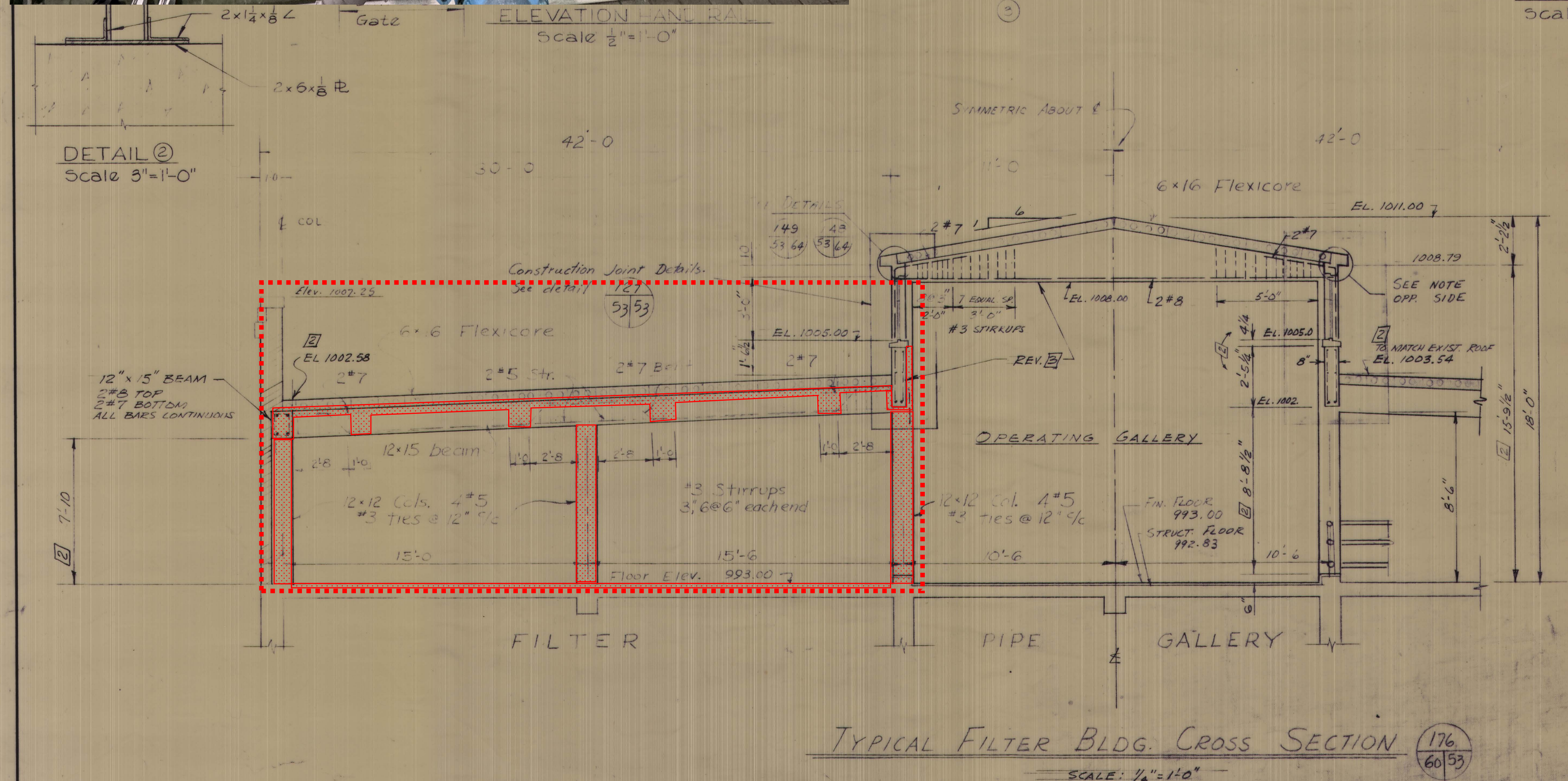
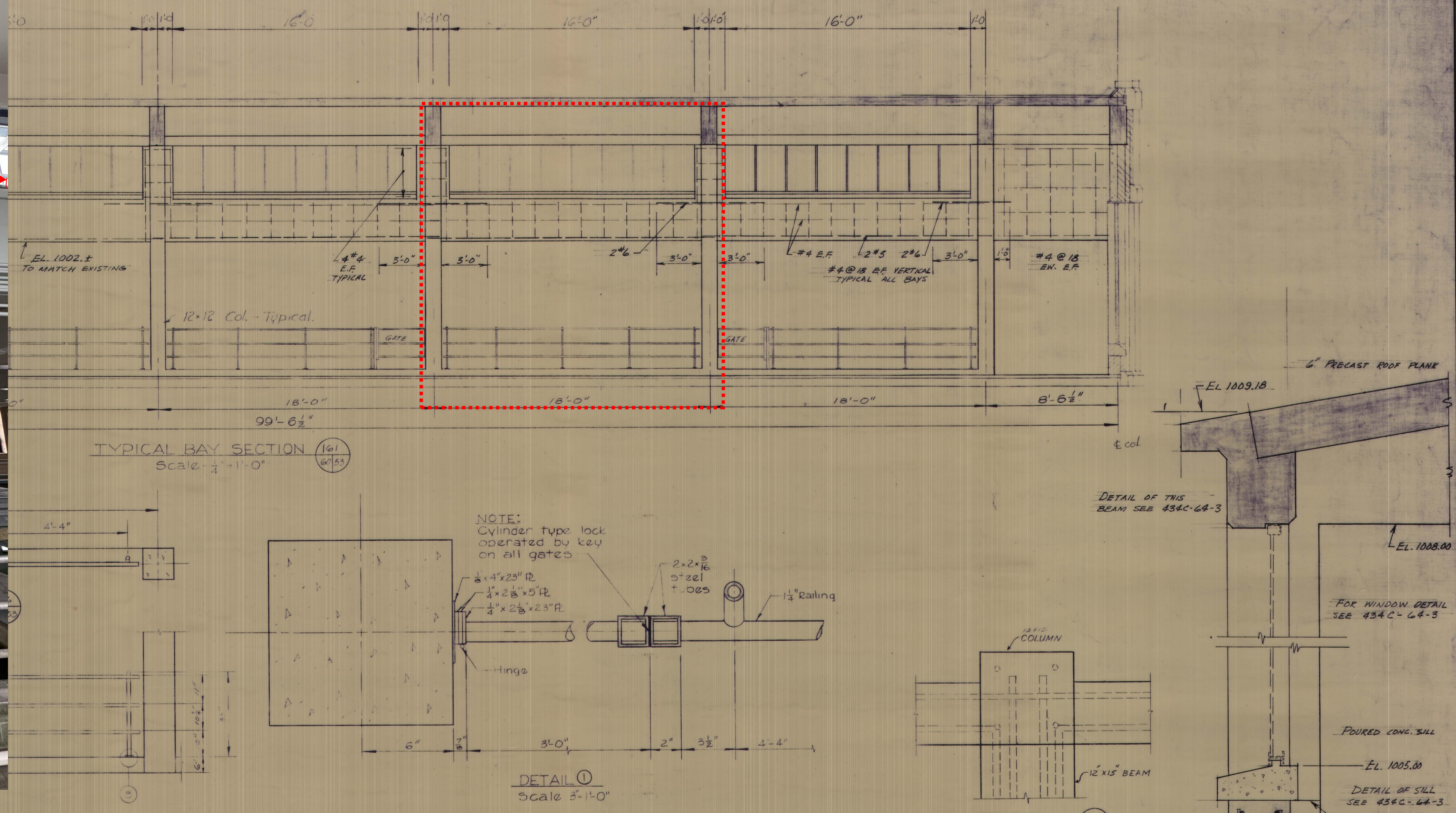


Figure 3 - Repaint Filter Bay

Assume pricing for one filter bay at a time. Installed in 1937 (nos. 1-10), 1968 (nos. 11-20) & 1974 (nos. 21-26).

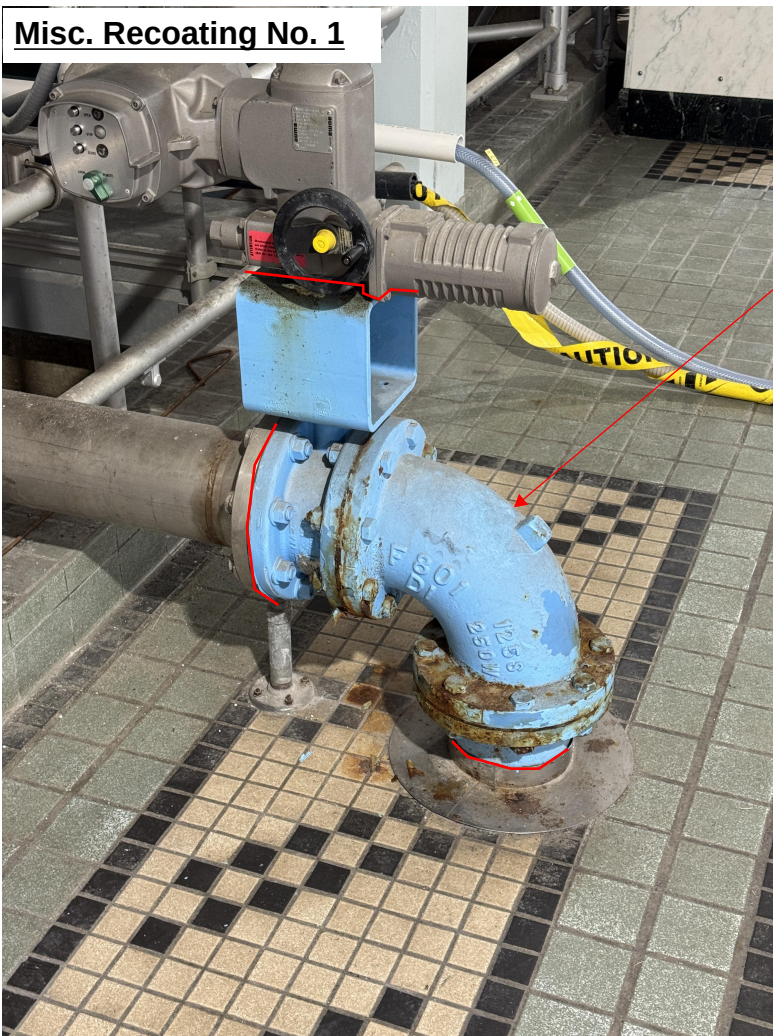
Include columns, walls, floors/walkways, ceilings and beams as shown.

Will require full containment around filter to be repainted.

Protect existing equipment.

Recoat piping per sample specification 3.9.A.7,8 & 9.

Figure 4 Miscellaneous Recoating



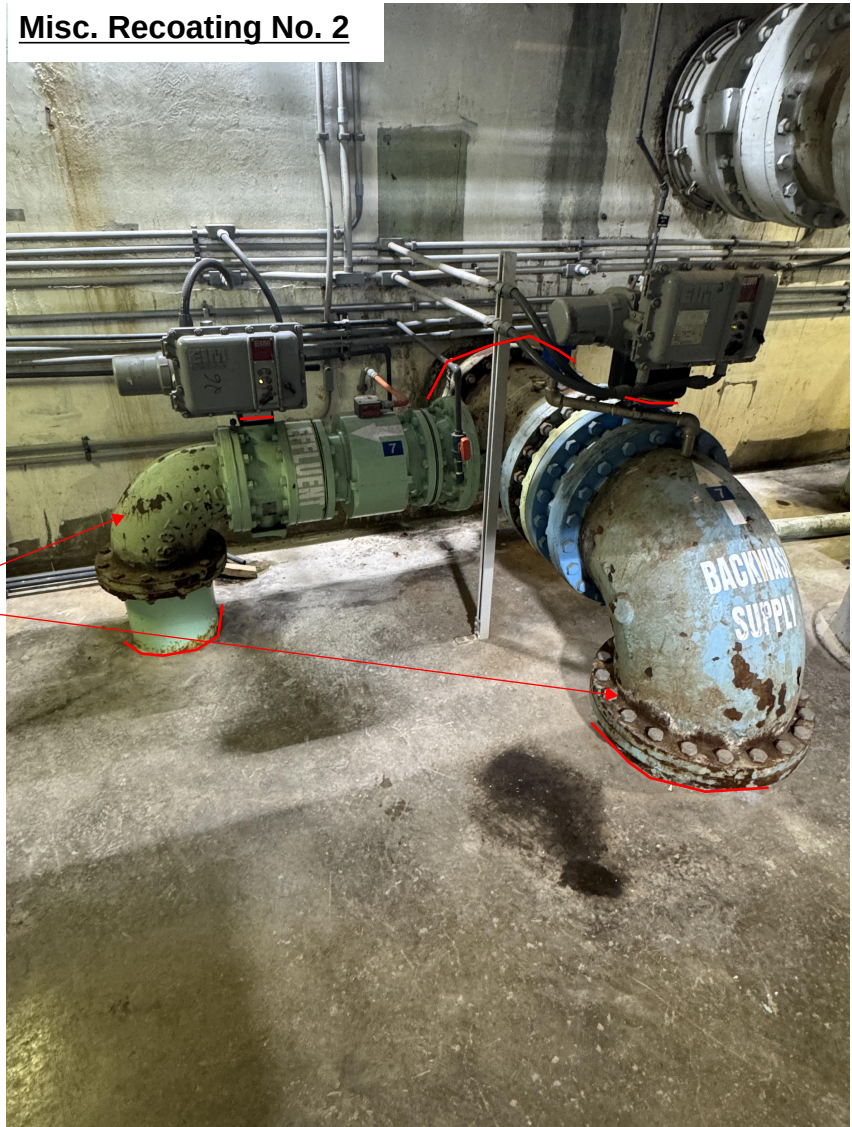
Misc. Recoating No. 1

8" DI pipe installed in 1974 (incl. fittings, butterfly valve and actuator bracket to existing steel pipe connection and floor penetration.

Protect adjacent existing equipment.

Recoat piping per sample specification 3.9.A.1

Misc. Recoating No. 2



Misc. Recoating No. 2

10" & 18" CI pipe installed in 1937 (incl. fittings, butterfly valves, actuator brackets to existing wall and floor penetrations.

Protect adjacent existing equipment.

Recoat piping per sample specification 3.9.A.1

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Qualifications
- B. Past Involvement with Similar Projects
- C. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Qualifications – 40 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A list of no less than five (5) client references must be provided for similar projects completed in the last ten (10) years. Similar projects means painting/coating services performed at water, wastewater and/or similar industrial or commercial facilities. The list shall include

the firm/agency name, address, telephone number, project title, and contact person.

C. Fee Proposal - 30 points

Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

E. Attachments

Legal Status of Offeror, Prevailing Wage Declaration of Compliance, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through B) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The selection committee will then evaluate the fee proposals of the firms selected for the short-list. The short-list firms will be re-evaluated by the above-described criteria and point system (A through C) to select the final list of firms for interviews if necessary. A firm selected for the short-list does not guarantee the proposing firm will be a candidate for the final list or receive an interview.
3. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the

proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror 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 official written addenda.

FEE PROPOSAL FORM
RFP #25-56 – WTP As-needed Coating Services

Respondent's Name: _____

Provide Rates for items included in the table below, as applicable. Additional categories and rates may be included in blank rows or attached to proposal.

Representative Task Bid Form		
Task	Unit	Price
Repair and Recoat 48" Filter Influent Piping (Figure No. 1)	Lump Sum	
Recoat East High Service Piping (Figure No. 2)	Lump Sum	
Repaint Filter Bay (Figure No. 3)	Lump Sum	
Misc Recoating No. 1 (Figure No. 4)	Lump Sum	
Misc Recoating No. 2 (Figure No. 4)	Lump Sum	

Notes: See Figures 1 – 4 and Detailed Specification for further detail on each task.

Hourly Rate Schedule ¹			
Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Travel/Show Up Charge
Project Manager			
Foreman / Superintendent			
Painter			
Apprentice			
Welder			

1. Table provided can be populated or used as reference of labor types and corresponding rates being requested. Contractor may submit hourly rate schedule in separate form.

The regular hourly rate shall be applicable during normal business hours Monday through Friday (7am – 5 pm). The overtime rate shall apply outside of normal work hours Monday through Friday, and all day on Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and City observed Holidays. Please identify any exceptions to proposed hourly rates and associated time periods below:

If work is performed by a subcontractor to the proposing firm, an additional markup of five percent (5%) shall be added to the fees of the subcontractor.

If repair parts, materials, permits or rental equipment are required, an additional markup of fifteen percent (15%) shall be added to those costs.

The initial term of the contract starts upon the contract approval date and ending on June 30, 2028 with a City optional extension for an additional two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the initial 3-year term of the contract.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: _____

Signature: _____

Date: _____

SECTION IV - ATTACHMENTS

Attachment A – Prevailing Wage Declaration of Compliance Form

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

Appendix A – Sample General Services Agreement

ATTACHMENT A

CITY OF ANN ARBOR 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 have been 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

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and _____ filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

Non-Discrimination Ordinance

ATTACHMENT D
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 twelve-month 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.

<i>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/non-profit agency please check here ☐ No. of employees _____</i>
--

The Contractor or Grantee agrees:

- (e) To pay each of its employees whose wage level is not required to comply with federal, state or local 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 \$17.08/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 \$19.04/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 below which applies to your workforce

- | | |
|--------------------------|---|
| ☐ | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| ☐ | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits |

- (f) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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 or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee 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 or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

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.

1. 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.
4. 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 Interest 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	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT F
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.

Discriminatory Employment Practices: 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.

Discriminatory Effects: 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.

Private Actions For Damages or Injunctive Relief: 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 chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 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**

APPENDIX A

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] [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:
 - 1. 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:

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
 - 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. Nondiscrimination. 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. Living Wage. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

SAMPLE

[TBD]

CITY OF ANN ARBOR

By: _____

Name: [TBD] _____

Title: [TBD] _____

Date: _____

By: _____

Name: Milton Dohoney Jr. _____

Title: City Administrator _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur _____

Title: City Attorney _____

Date: _____

EXHIBIT A
Scope of Services

EXHIBIT B
Compensation