# ADDENDUM No. 1

# RFP No. 25-48

# WTP Flocculation 4/5 Gallery Improvements

# Due: November 6, 2025, by 11:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum is forty-three pages, including attachments.**

A pre-proposal meeting was held on October 15, 2025. A meeting sign-in sheet, consisting of one page, is included at the end of this Addendum for information only. The information disclosed in the pre-proposal meeting is available in the Project Manual. Bidders are reminded that oral statements made at the pre-proposal meeting may not be relied upon and will not be binding or legally effective.

**The Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments in its Bid by so indicating in the bid that the addendum has been received. Bids submitted without acknowledgement of receipt of this addendum may be considered non-conforming.**

**The following forms provided within the RFP document should be included in submitted Bid:**

- **Attachment B - General Declarations**
- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

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

## I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP document which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

| Section/Page(s) | Change |
|---|---|
| Specification Section 00 24 19 "Procurement Contracts" (Reissued) | The Procurement Contract for the procurement of four stuffing boxes was added to the specification section for reference. |

| Section/Page(s) | Change |
|---|---|
| Specification Section 46 41 33 “Flocculation Equipment” (Reissued) | Paragraph 2.1 E. 3. was added to the specification section:<br><br>3. Chain shall:<br>a. Be of carbon steel construction.<br>b. Manufacturer: Brewton Iron Works, LLC Model No. MXS882. |
| Specification Section 46 41 33 “Flocculation Equipment” (Reissued) | Paragraph 2.1 F was added to the specification section:<br><br>F. Food Grade Grease:<br>1. Suitable for lubrication of the stuffing box and bearings.<br>2. Suitable for water temperatures of 0 degrees C to 30 degrees C.<br>3. NSF-61 Certified for Potable Water.<br>4. Manufacturer: CLARION, or Engineer approved equal. |

SECTION 00 24 19 - PROCUREMENT CONTRACTS

The following procurement contract is attached for Bidder's reference only:

City of Ann Arbor WTP Flocculation 4/5 Gallery Improvements – Stuffing Box Assembly Procurement

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Fishbeck
Engineers | Architects | Scientists | Constructors

# Project Manual

# City of Ann Arbor
## WTP Flocculation 4/5
## Gallery Improvements
## Stuffing Box Assembly Procurement

Project No. 160804

*Issued for Procurement*

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PROJECT MANUAL
FOR
CITY OF ANN ARBOR

WTP FLOCCULATION 4/5 GALLERY IMPROVEMENTS
ANN ARBOR, MICHIGAN

STUFFING BOX ASSEMBLY PROCUREMENT

October 27, 2025
Project Number160804

ENGINEER

FISHBECK
1515 Arboretum Drive, SE
Grand Rapids, Michigan  49546
616.575.3824

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# SECTION P-00 01 10 – TABLE OF CONTENTS



END OF TABLE OF CONTENTS

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## City of Ann Arbor: General Terms and Conditions

**The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this document:**

**Tax Exemption:** The City of Ann Arbor ("City") is tax exempt:
FEIN # 38-6004534.

**Acceptance of Contract**: This purchase order is the City's contract to purchase the goods or services attached to this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments**: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods or materials ordered herein that occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Vendor must property package goods to prevent damage. The City will not accept damaged goods. The City reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at Vendor's cost, with no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If goods sold and delivered to the City hereunder are protected by an applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against the City by any person on account of the use or sale of such goods by the City in violation of such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights**: No failure of either party to exercise any right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations and standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer any part of this contract without the written consent of the City, acting through an authorized agent. Any unauthorized assignment may subject the Vendor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future law, such term shall be fully severable, and the remaining terms shall not be affected and shall remain in full force and effect.

**Prevailing Wage:** Vendor must comply with applicable prevailing wage requirements, including the Davis-Bacon Act.

**Living Wage:** Vendor must comply, when applicable, with the City's Living Wage Ordinance (Chapter 23, City Code).

**Non-Discrimination**: Vendor must comply with all applicable state, federal, and local non-discrimination laws, including MCL 37.2209 and Chapter 112 of City Code.

**Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney fees, resulting or alleged to result from any act or omission associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City's payment terms are "net 30." The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices under this contract shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly list item descriptions, quantities, and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the "net 30" begin once the invoice is received by City Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable laws, regulations, rules, and orders.

**Termination for Cause**: In the event the Vendor fails, at any time, to comply with, fully perform, or strictly adhere to any covenant, condition or representation contained within this contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within 10 business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate this contract immediately without the requirement of further notice.

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SECTION P-00 52 00 – AGREEMENT

THIS AGREEMENT is by and between ________________________________________ (Buyer) and ________________________________________________________________ (Seller).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods And Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described in Division 01 Section "Summary of Goods and Special Services."

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: WTP Flocculation 4/5 Gallery Improvements – Stuffing Box Assembly Procurement.

1.03 *Engineer*

A. The Contract Documents for the Goods and Special Services have been prepared by Fishbeck, Grand Rapids, Michigan, who is hereinafter called Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with the furnishing of Goods and Special Services in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as:

ATTN: Nick Baran
Ann Arbor WTP
919 Sunset Road
Ann Arbor, MI 48103

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

| **Milestone** | **Date or Days** | **Notes** |
|---|---|---|
| Submit Shop Drawings | 30 days | |
| Deliver acceptable Goods to Point of Destination | February 1st, 2026 – March 25th, 2026 | Delivery may be made at any coordinated time within the delivery period |
| Complete Special Services for Goods | May 1st, 2026 | |
| Readiness for Final Inspection and Acceptance of Goods and Special Services | May 15th, 2026 | |

2.03 *Shop Drawings and Samples*

A. Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. Engineer's Review: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **15** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, in current funds, a total amount of ______________________ Dollars ($_______).

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

| Payment Line Item (Lump Sum) | Percentage of Lump Sum |
|---|---|
| 1. Receipt of Approval of Shop Drawings and Samples | 10 |
| 2. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents | 80 |
| 3. Final Payment: Completion of Special Services in accordance with Procurement Contract Documents and Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents. | 10 |
| Total Procurement Contract Price (Lump Sum) | 100 |

B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:

1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about January 5th, 2026. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.

2. The Buyer/Assignor will maintain responsibilities of payment after the assignment of the Procurement Contract. The assignment of this Procurement Contract relieves the assignor from all other further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.

3. After assignment:

    a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.

    b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.

    c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.

    d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

    e. Seller shall submit all Applications for Payment directly to Buyer/Assignor.

    f. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.

    g. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer, Contractor/Assignee, or Seller), to the other party, without submittal to Engineer.

        1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.

        2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.

        3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.

        4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.

    h. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.

i. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.

j. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.

k. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).

B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 List of Procurement Contract Documents

A. The Procurement Contract Documents consist of the following:

1. Procurement Specifications as listed in the Procurement Specifications table of contents.

   a. The City of Ann Arbor General Conditions

   b. This Procurement Agreement.

   c. Section P-01 11 00 Summary of Goods and Special Services.

   d. Section 01 33 00 Submittal Procedures.

   e. Section 46 41 33 Flocculation Equipment.

2. Procurement Drawings (not attached but incorporated by reference):

   a. consisting of Sheet P-P001 "Details".

3. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:

   a. Change Orders;

   b. Change Directives; and

   c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

6.02 The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller's Representations

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 Seller's Certifications

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is [ ***date to be inserted at the time of execution*** ].

Seller:

______________________________
(typed or printed name of organization)

By: ______________________________
(Individual's signature)

Date: ______________________________
(date signed)

Name: ______________________________
(typed or printed)

Title: ______________________________
(typed or printed)

Attest: ______________________________
(individual's signature)

Title: ______________________________
(typed or printed)

Address for giving notices:

______________________________

______________________________

______________________________

Designated Representative:

Name: ______________________________
(typed or printed)

Title: ______________________________
(typed or printed)

Address:

______________________________

______________________________

______________________________

Phone: ______________________________

Email: ______________________________

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Buyer:

______________________________
(typed or printed name of organization)

By: ______________________________
(Individual's signature)

Date: ______________________________
(date signed)

Name: ______________________________
(typed or printed)

Title: ______________________________
(typed or printed)

Attest: ______________________________
(individual's signature)

Title: ______________________________
(typed or printed)

Address for giving notices:

______________________________

______________________________

______________________________

Designated Representative:

Name: ______________________________
(typed or printed)

Title: ______________________________
(typed or printed)

Address:

______________________________

______________________________

______________________________

Phone: ______________________________

Email: ______________________________

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION P-00 52 00

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between [ ***insert name of original Buyer*** ] ("Buyer") and ***[ insert name of Seller*** ] ("Seller") for furnishing Goods and Special Services entitled ***[ insert name/designation of Procurement Contract*** ] (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

**Assignment Made by Buyer**

______________________________________________
(typed or printed name of organization)

By: ______________________________ Date: ______________________________
(individual's signature) (date signed)

Name: ______________________________ Title: ______________________________
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

**Assignment Acknowledged and Accepted by Seller**

______________________________________________
(typed or printed name of organization)

By: ______________________________ Date: ______________________________
(individual's signature) (date signed)

Name: ______________________________ Title: ______________________________
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

**Assignment Accepted by Contractor/Assignee**

______________________________________________
(typed or printed name of organization)

By: ______________________________ Date: ______________________________
(individual's signature) (date signed)

Name: ______________________________ Title: ______________________________
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

END OF SECTION P-00 52 00 EXHIBIT A

## EXHIBIT B—SURETY'S CONSENT TO ASSIGNMENT

**SPECIFIER: This document must be executed by Seller's surety at the time surety executes the performance and payment bonds.**

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled [ **Name of Procurement Contract**] by and between [ **Name of Buyer** ] ("Buyer") and [ **Name of Seller** ] ("Seller") may be assigned, transferred, and set over to [ **Name of Contractor/Assignee** ] ("Contractor/Assignee"), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

**Agreement to Assignment Acknowledged and Accepted by Surety**

________________________________________
(typed or printed name of organization)

By: _________________________ Date: ____________________
(individual's signature) (date signed)

Name: _________________________ Title: ____________________
(typed or printed) (typed or printed)

Attach Power of Attorney.

END OF SECTION 00526 EXHIBIT B

# SECTION P-01 11 00 – SUMMARY OF GOODS AND SPECIAL SERVICES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 GOODS AND SPECIAL SERVICES COVERED BY CONTRACT DOCUMENTS:

A. The Goods and Special Services covered by the Contract Documents comprises furnishing and delivery of Stuffing Box Equipment to the Point of Destination and furnishing Special Services for the City of Ann Arbor, Buyer.

B. The Goods and Special Services include, but are not limited to, the major items described below:
1. Goods:
   a. (4) Stuffing Box Assemblies.
2. Special Services:
   a. Preparation and submittal of Shop Drawings and other specified submittals.
   b. Instruction and guidance for General Contractor regarding proper assembly and installation of Goods in order for Goods to function in accordance with the specifications.
   c. Startup and testing of Goods after installation.
   d. Written approval of installation of Goods.
   e. Preparation, submittal and resubmittal, if necessary, of operation and maintenance manuals, and other specified documentation.
   f. Observation and assistance to the General Contractor during systems startup until equipment has been demonstrated to function in accordance with the specifications.
   g. Instruction and training for Buyer's personnel.
   h. Shop and field personnel as required to perform Special Services.
   i. Other services indicated elsewhere in these Contract Documents.

### 1.3 TYPE OF CONTRACT:

A. Furnish the Goods and Special Services of this Contract under a single lump sum Contract.

### 1.4 GENERAL:

A. Imperative language:
1. These Specifications are written in the imperative and abbreviated form. This imperative language of the technical specifications is directed at Seller unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "shall be" and similar mandatory phrases by inference in the same manner as they are applied to notes on Drawings. The words "shall", "shall be" and similar mandatory phrases shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated in the imperative or otherwise.

B. Related Documents:
1. Some Sections of these Specifications may include a paragraph titled "Related Documents". This paragraph is an aid to the Procurement Manual user and is not intended to include all Sections which may be related. It is Seller's obligation to coordinate all Sections whether indicated under "Related Documents" or not.

C. Reference to the General Conditions:
1. In the Specifications, a reference to the General Conditions includes by inference the City of Ann Arbor's General Conditions.

1.5 WORK UNDER OTHER CONTRACTS:

A. Buyer will award a Contract for:
   1. Installation of Stuffing Box Equipment.

1.6 CONTRACT ASSIGNMENT:

A. Provisions concerning assignment of this Contract to a Construction Contractor are set forth in the Agreement.

PART 2 - PRODUCTS

2.1 OTHER MATERIALS:

A. General:
   1. All other materials which are not specified herein and are not indicated on the Drawings, but are required for proper and complete performance of the Contract.

B. Procedure:
   1. Select new, first quality material.
   2. Obtain Engineer's review.
   3. Deliver.

PART 3 - EXECUTION

Not used.

END OF SECTION P-01 11 00

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedures for the submittal of Shop Drawings, Product Data, Samples, Operation and Maintenance Manuals, and other information.

B. Related Sections include pertinent Sections of these Specifications for the individual Submittals required.

1.3 DEFINITIONS

A. Submittal: Information sent by Contractor to convey information about systems, equipment, materials, products, and administrative matters for the Work.

B. Resubmittal: Submittal sent for review a second or further time.

C. Product Data: Illustrations, standard schedules, diagrams, performance charts, instructions, brochures, or manufacturer's literature that describe the physical size, appearance, and other characteristics of materials or equipment for a portion of the Work.

D. Shop Drawings: Drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

E. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

F. Action Submittals: Submittals that require Engineer's response.

G. Informational Submittals: Submittals that do not require Engineer's response.

H. Delegated-Design: In certain individual Specification Sections, design services or certifications by a design professional that are specifically delegated to the Contractor. Performance and design criteria are defined in the individual Specification Sections or on the Drawings. Contractor is solely responsible for design of those items or systems, coordination of the design with the balance of the Project, and achieving specified performance.

I. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format. All PDF files shall be searchable.

1.4 SUBMITTAL PROCEDURES

A. Submittal Schedule:
1. Prepare and submit a Submittal schedule that identifies the following for each Submittal:
    a. Submittal number
    b. Submittal description
    c. Projected date Submittal will be submitted.
2. An electronic copy (MS Excel file) of a blank Submittal schedule, in the preferred format, will be furnished by Engineer at the preconstruction meeting.

3. Submittal Numbers:
   a. Use the applicable Specification Section number followed by a decimal point and then a sequential number (e.g., 06 10 00.1).
   b. Resubmittals shall include a letter suffix after another decimal point (e.g., 06 10 00.1.A).
   c. Submittals that are not numbered correctly may be rejected.

B. Delivery Method:
   1. Web-Based Collaboration and Document Sharing System:
      a. A web-based collaboration and document sharing system may be utilized at Contractor's, Owner's, or Engineer's option.
      b. Use of such a system will be discussed during the preconstruction meeting.
      c. All parties must agree on use of a web-based collaboration and document sharing system.
      d. Training and licensing will be provided for all parties by the party suggesting use of a web-based collaboration and document sharing system.
   2. Where a web-based collaboration and document sharing system is not utilized, Submittals may be delivered as paper copies or electronic files at Contractor's option; except for Operation and Maintenance Manuals, which shall be delivered as specified herein.
   3. Advise Engineer and Owner of delivery method to be used at the preconstruction meeting.
   4. Where Submittals include information that is intended to be printed on sheets larger than 11 inches x 17 inches, or where scale or drawing size are critical for proper review, submit 2 paper copies for review.
   5. Paper Copies:
      a. Unless indicated otherwise, submit 2 copies of each Submittal.
      b. One copy of each Action Submittal will be returned to Contractor.
      c. Extra copies submitted by Contractor will be discarded.
   6. Electronic Files:
      a. Unless indicated otherwise, submit 1 copy of each Submittal in PDF format.
      b. Scanned Submittals shall be produced in such a way as to not compromise the graphic quality or accuracy of scale, where applicable; and text shall be searchable.
      c. One copy of each Action Submittal will be returned to Contractor.
      d. Transmit Submittals via electronic mail (e-mail) or web-based collaboration and document sharing system, where used. Submittals that are transmitted electronically will be returned electronically.
   7. Transmit Submittals to party and address identified by Engineer at preconstruction meeting.

C. Coordination and Timing: Coordinate preparation and processing of Submittals with performance of construction activities. Contractor is responsible for cost of delays caused by lack of coordination or tardiness of Submittals. Incomplete Submittals will be rejected.
   1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.
      a. Engineer reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

D. Processing Time: Allow 15 full working days for Engineer to review each Submittal, including Resubmittals. Time for review shall commence on Engineer's receipt of Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including Resubmittals. Engineer will advise Contractor when a Submittal being processed must be delayed for coordination.

E. Identification: Place a permanent label on each Submittal or generate a separate cover sheet.
   1. Indicate name of firm or entity that prepared Submittal.
   2. Provide space to record Contractor's review and approval markings and action taken by Engineer.
   3. Include the following information:
      a. Project name.
      b. Date.
      c. Name and address of Engineer.
      d. Name and address of Contractor.
      e. Name and address of Subcontractor(s).
      f. Name and address of Supplier(s).

g. Name of Manufacturer.
h. Submittal number, including revision identifier.
i. Drawing number and detail references, as applicable.
j. Location(s) where product is to be installed, as applicable.
k. Other necessary identification.

F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on Submittals. Submittals that include deviations that are not identified may be rejected. Engineer may or may not consider deviations. Deviations are not substitutions. Refer to Division 01 Section “Product Substitution Procedures” for procedures regarding requests for substitutions.

G. Transmittal: Package each Submittal individually and appropriately for transmittal and handling. Transmit each Submittal using a transmittal form. Engineer will reject Submittal(s) received from sources other than Contractor.

H. Resubmittals: Make Resubmittals in same form and number of copies as initial Submittal.
1. Note date and content of previous Submittal.
2. Clearly identify additions and revisions.
3. Resubmit Submittals until they are marked, “Reviewed, No Exceptions Noted” or “Reviewed With Corrections Noted.”

I. Distribution: Furnish copies of Submittals with mark indicating, “Reviewed, No Exceptions Noted” or “Reviewed With Corrections Noted,” to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

J. Use for Construction: Unless otherwise indicated by Engineer, use only Submittals with mark indicating, “Reviewed, No Exceptions Noted” or “Reviewed With Corrections Noted.”

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

A. General: Prepare and submit project specific Action Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible. Include a table of contents or index with each Submittal. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.

B. Product Data: Collect information into a single Submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each Submittal to indicate which products and options are applicable.
3. Include the following information, as applicable:
a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Color charts as required by individual Specification Sections.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
5. Maintain copy of returned Submittal for Project records.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale where appropriate. Scale shall be sufficiently large to indicate pertinent features of the item and its method of connection to the Work.
   1. Preparation: Fully illustrate requirements of the Contract Documents. Include the following information, as applicable:
      a. Dimensions.
      b. Identification of products.
      c. Fabrication and installation drawings.
      d. Colors and materials as applicable.
      e. Roughing-in and setting diagrams.
      f. Wiring diagrams showing field-installed wiring, including power, signal, control, and communication wiring. Differentiate between Manufacturer-installed and field-installed wiring.
      g. Manufacturing instructions.
      h. Templates and patterns.
      i. Schedules.
      j. Calculations.
      k. Compliance with specified standards.
      l. Notation of coordination requirements.
      m. Notation of dimensions established by field measurement.
      n. Relationship to adjoining construction clearly indicated.
   2. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2 inches x 11 inches but no larger than 36 inches x 48 inches.
   3. Maintain copy of returned Submittal for Project records.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed.
   1. Transmit Samples that contain multiple, related components, such as accessories, together in one Submittal package.
   2. Identification: On unexposed side of Samples, attach label that includes the following:
      a. Generic description of Sample.
      b. Product name and name of Manufacturer.
      c. Sample source.
      d. Number and title of appropriate Specification Section.
   3. Samples for Initial Selection: Submit Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. Where Contract Documents indicate custom color or material, coordinate production of custom Samples with the Engineer and Manufacturer prior to submittal.
      a. Number of Samples: Unless indicated otherwise, submit 2 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from Manufacturer's product line. Engineer will return 1 Sample with options selected.
   4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, physically identical with material or product proposed for use, and that show full range of color and texture variations expected.
   5. Samples include, but are not limited to, the following: Partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   6. Number of Samples: Unless indicated otherwise, submit 2 sets of Samples. Engineer will retain 1 Sample set; remainder will be returned.
      a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

7. Disposition: Maintain sets of approved Samples at Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used by Engineer to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples shall be in an undamaged condition at time of Substantial Completion.
    b. Samples not incorporated into the Work, or otherwise designated to become Owner's property, are the property of Contractor.

E. Operation and Maintenance Manuals:
1. General:
    a. Where manuals are required to be submitted covering items included in the Work, prepare such manuals in durable plastic binders approximately 8-1/2 inches x 11 inches in size and with at least the following:
        1) Identification on, or readable through, the front cover stating general nature of the manual.
        2) Include a table of contents or index with each Submittal, near the front of the manual. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.
        3) Complete instructions regarding operation and maintenance of equipment involved, including:
            a) Equipment function, normal operating characteristics, and limiting conditions.
            b) Assembly, installation, alignment, adjustment, and checking instructions.
            c) Operating instructions for start-up, routine and normal operating, regulation and control, shutdown, and emergency conditions.
            d) Maintenance instructions, including lubrication requirements where applicable.
            e) Guide to "troubleshooting".
            f) Parts lists and predicted life of parts subject to wear.
            g) Project specific outline and cross sections, assembly drawings, engineering data, and wiring diagrams. Wiring diagrams shall reflect final, as-installed conditions and include wire numbers.
            h) Test data and performance curves.
        4) Complete nomenclature of all replaceable parts, their part numbers, current costs, and name and address of nearest vendor of parts.
        5) Copies of guarantees and warranties issued.
        6) Copies of the reviewed Submittals.
        7) Copies of data concerning changes made during construction.
2. Extraneous Data: Where contents of the manuals include Manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete all Manufacturers' data with which this installation is not concerned. Do not use highlighting that would not be reproducible.
3. Number of Copies Required: Unless otherwise specifically directed by Engineer, or stipulated in the pertinent Section of these Specifications:
    a. For review, submit 1paper and 1 electronic copy.
    b. For record, deliver 4 paper and 1 electronic copies to Engineer.
4. Schedule delivery of record copies of operation and maintenance manuals at least 10 days prior to startup of respective equipment, unless otherwise specified.

## 2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible. Include a table of contents or index with each Submittal. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.

B. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects/engineers and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by Manufacturer for this Project.

F. Manufacturer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on Manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on Manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by Manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by Manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

O. Manufacturer's Instructions: Prepare written or published information that documents Manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of Manufacturer. Include the following, as applicable:
   1. Preparation of substrates.
   2. Required substrate tolerances.
   3. Sequence of installation or erection.
   4. Required installation tolerances.

5. Required adjustments.
6. Recommendations for cleaning and protection.

P. Manufacturer's Field Reports: Prepare written information documenting tests and inspections of factory-authorized service representative. Include the following, as applicable:
   1. Name, address, and telephone number of factory-authorized service representative making report.
   2. Statement of substrate condition and acceptability of substrate for installation or application of product.
   3. Statement that products at Site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Document settings in writing.
   8. Other required items indicated in individual Specification Sections.

2.3 DELEGATED-DESIGN SUBMITTALS

A. Where design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated, which Contractor has coordinated with the balance of the Project.

B. Performance type design documents and calculations shall be prepared by a design professional as required by the individual Specification Section, licensed in the [ State ] [ jurisdiction ] where the Project is being constructed. Design documents shall be signed and sealed by the responsible design professional. Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Identify name and version of software, if any, used for calculations.

C. In addition to Shop Drawings, Product Data, and other required Submittals, submit two copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each Submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Verify field dimensions and conditions; note corrections as necessary. Mark with approval stamp before submitting to Engineer.
   1. Approval Stamp: Stamp each Submittal with an approval stamp. Use the same stamp format for each Submittal. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

B. Submittals that are not approved and stamped by Contractor will be rejected.

3.2 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review Action Submittals, make marks to indicate corrections or modifications required, and return Submittal. Engineer will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
   1. Reviewed, No Exceptions Noted: Submittal appears to conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Reviewed With Corrections Noted: Upon incorporation of review comments, it appears that Submittal will conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
3. Revise and Resubmit: Submittal has one or more specific segments that are incomplete, do not appear to conform to the information given in the Contract Documents, or are incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Except as noted, Contractor shall not proceed with Work related to Submittal.
4. Rejected, Resubmit: Submittal as a whole is incomplete, does not appear to conform to the information given in the Contract Documents, or is incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Contractor shall not proceed with Work related to Submittal.

B. Informational Submittals: Other Submittals required by the Contract Documents are for information only. Engineer will acknowledge receipt of Informational Submittals. Such Submittals include, but are not limited to:
   1. Qualifications Data.
   2. Certificates.
   3. Test Reports.
   4. Manufacturer's Instructions.
   5. Maintenance Data.
   6. Field Reports.

C. Delegated-Design Submittals: Review of Delegated-Design Submittals by Engineer shall not relieve Contractor of Contractor's sole responsibility for design and achieving specified performance.

D. Submittals not required by the Contract Documents will be returned without being reviewed.

E. Partial Submittals are not acceptable, will be considered non-responsive, and will be rejected.

END OF SECTION 01 33 00

# SECTION 46 41 33 – FLOCCULATION EQUIPMENT

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes the furnishing of goods and services for the horizontal flocculation equipment listed below:
  1. Horizontal flocculator stuffing box assemblies.

### 1.3 REFERENCES

A. Except as herein specified or as indicated on the Drawings, the work of this Section will comply with the following:
  1. ASTM - American Society for Testing and Materials Standard Specifications: A 36 - Structural Steel.
  2. AISC - American Institute of Steel Construction.
  3. AWS - American Welding Society.
  4. AWWA - American Water Works Association standards.
  5. Michigan Building Code.
  6. NSF/ANSI 61 – Drinking Water System Components – Health Effects.

### 1.4 SYSTEM DESCRIPTION

A. The equipment described below shall be provided as an integral package by a single Manufacturer providing all components.

B. Flocculation stuffing box assemblies shall include:
  1. Wall sleeve, 316 stainless steel.
  2. Neoprene gasket.
  3. Stuffing box housing, 316 stainless steel.
  4. UHMW Lantern ring.
  5. Packing material: 1/2-inch braided Garlock, graphite lubricated.
  6. Bronze packing gland halves.
  7. Anchor Bolts: 316 stainless steel.
  8. Hardware: 316 stainless steel.

### 1.5 SUBMITTALS

A. Itemized Listings:
  1. Equipment to be provided.
  2. Deviations from the requirements of this Section.

B. Shop Drawings for all equipment assemblies in this Section to include:
  1. For all process equipment, to include:
     a. Dimensions.
     b. List of equipment and spare parts to be supplied.
     c. Materials and details of construction.
     d. Details of procedures used to clean and passivate the equipment.
     e. Details of equipment mounting, anchoring, and support.
     f. Job specific, dimensioned drawings.
     g. Weight of components.
     h. Installation instructions.

i. Engineering data on ancillary equipment supplied by Manufacturer.
j. Name of Manufacturer.
k. Model numbers.

C. Product/catalog data for all flocculator equipment in this Section to include:
1. Manufacturer.
2. Model.
3. Materials of construction.
4. Performance data.
5. Manufacturer's engineering and specification data.

D. Installation instructions for equipment assemblies in this Section to include:
1. Anchoring requirements.
2. Lubrication requirements.
3. Start-up instructions.

E. Operation and maintenance manuals for all equipment in this Section to include:
1. General:
   a. Table of contents.
   b. Subdivided (tabbed) into separate sections that cover separate equipment or grouping of equipment.
   c. Provide 1 searchable electronic copy (flash drive) per hard copy, of the overall O&M Manual that includes information for all sites.
2. For all equipment provided:
   a. Copy of reviewed Shop Drawings and product/catalog data.
   b. Equipment function, normal operating characteristics and limiting conditions.
   c. Assembly, installation, alignment, adjustment and checking instructions.
   d. Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.
   e. Lubrication and maintenance instructions.
   f. Guide to “troubleshooting.”
   g. Parts lists and predicted life of parts subject to wear.
   h. Outline, cross-sections, assembly drawings, engineering data.
   i. Test data, performance data and performance curves.
   j. Engineering data on ancillary equipment supplied by Manufacturer.

F. Reports: Manufacturer's representative start-up report.

1.6 QUALITY ASSURANCE

A. Qualifications:
1. Fabrication Personnel:
   a. Trained and experienced in the fabrication and assembly of the materials and equipment.
   b. Knowledgeable of the design and the reviewed Shop Drawings.
2. Manufacturer:
   a. Will have been in continuous business for a period of at least 10 years engaged in the manufacture of water treatment equipment.
   b. Will provide a list of a minimum of 10 similar installations where horizontal flocculation was used in municipal applications. The Manufacturer will provide references and contact information for said equipment installations.

B. Regulatory Requirements:
1. Occupational Safety and Health Act of 1970: All equipment installations shall comply with Act and regulations.
2. All equipment shall be suitable for potable water applications. Materials to be in contact with water shall be NSF compliant.

C. Submit the following for Manufacturer's services:
1. Manufacturer's sworn statement that the equipment furnished complies with this Specification.

C. Submit the following for Manufacturer's services:
   1. Manufacturer's sworn statement that the equipment furnished complies with this Specification.
   2. Manufacturer's field service.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original, unbroken, brand marked containers or wrapping as applicable.

B. Handle and store materials in a manner which will prevent deterioration, damage, contamination with foreign matter, and damage by weather or elements, and according to Manufacturer's directions.

1.8 WARRANTY

A. The Manufacturer of the flocculation equipment shall guarantee in writing the equipment furnished is appropriate for the intended service and shall be free of manufacturing and fabrication defects in material and workmanship for a period of 24 months from the date the equipment is put into continuous service and accepted by the Owner.

PART 2 - PRODUCTS

2.1 HORIZONTAL FLOCCULATION EQUIPMENT

A. All horizontal Flocculation equipment to be supplied by one Flocculation Equipment Supplier, E&I Corporation.

B. Stuffing Box:
   1. Stuffing boxes shall be type 316L stainless steel construction with machined bronze bushings and retainer gland. The stuffing box shall be designed with a minimum of six rows of Teflon impregnated packing materials and will incorporate a lantern ring located within the rows of packing for grease lubrication and sealing. An external grease fitting shall be provided. The packing shall be externally adjustable.
   2. The 316L stainless steel stuffing box housing shall include a 5/8-inch thick plate flange seal welded to the housing. After fabrication, the flange face shall be machined to within 0.005-inch of perpendicular to the shaft neutral axis and the inside diameter of the housing shall be machined for a precise fit with the lantern ring and bronze bushing.
   3. The stuffing box assembly shall include a type 316L stainless steel flange by plain end wall pipe with welded studs and a water collar.
   4. Stuffing box shall leak at a rate to provide sufficient lubrication to the shaft. A target leakage rate of 8-10 drops per minute per inch of shaft diameter shall be deemed acceptable. Sustained leakage rates of 15 drops per minute per inch of shaft diameter, which cannot be corrected through standard packing maintenance, will be means for rejection of the stuffing box.
   5. Manufacturer: E&I Corporation.

C. Spare Parts:
   1. General:
      a. Supplied by Manufacturer of installed equipment.
      b. Deliver to Owner prior to start-up.
   2. 10 feet of spare packing materials.

PART 3 - EXECUTION

3.1 FABRICATION

A. All welding shall be performed by certified welders in accordance with AWS D1.6 and shall be completed with a method suitable for the materials to be welded.

B. All welds shall be uniform in appearance and free of cracks, porosity, holes, and flux.

C. Remove all burrs and weld spatter prior to shipment.

D. Sharp projections or cut edges which will not be welded shall be ground to a radius as required.

E. Apply NSF/ANSI-61 approved anti-seize lubricant to male threads of stainless steel bolts at the time of assembly.

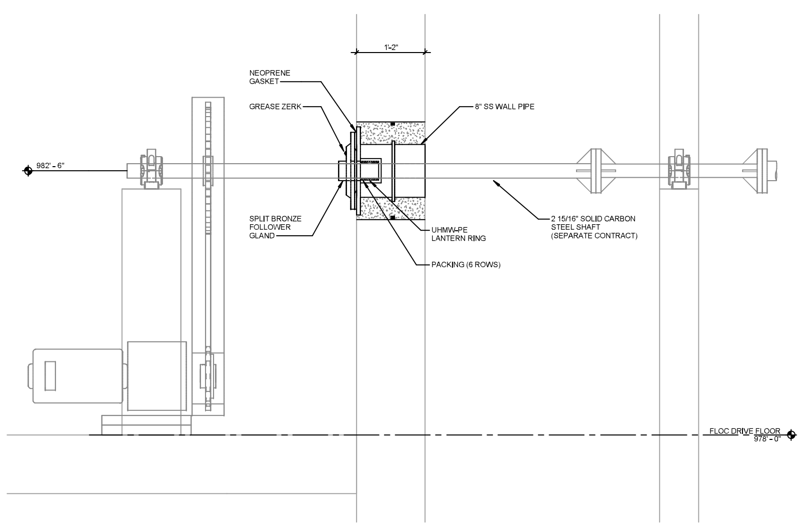
F. All stainless steel components to be fully dipped passivated. Provide QA certification that each part was fully passivated with description of method used.

3.2 DELIVERY, STORAGE AND HANDLING

A. Receiving and Storage: Coordinate with Owner and Installing Contractor as required.

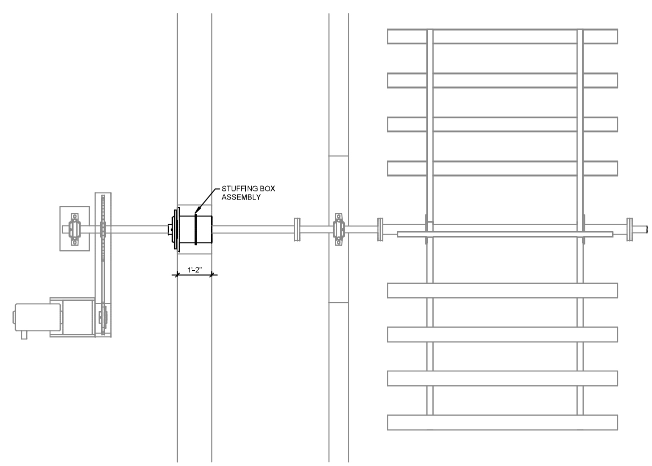
B. Provide detailed instructions for handling and positioning of equipment. Provide installation instructions at the time of equipment delivery.

END OF SECTION 46 41 33




FLOC DRIVE DETAIL - SECTION

SCALE: NOT TO SCALE




FLOC DRIVE DETAIL - PLAN

SCALE: NOT TO SCALE

fishbeck
Engineers | Architects | Scientists | Constructors

**City of Ann Arbor**
Ann Arbor, Michigan

WTP Flocculation 4/5 Gallery Improvements
Stuffing Box Assembly Procurement
DETAILS

REVISIONS

| | |
|---|---|
| 10/27/2025 | PROCUREMENT |
| Drawn By | RSECORD |
| Designer | AWADE |
| Reviewer | JSIWEK |
| Manager | BDPHILLIPS |

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
160804

SHEET NO.
**P-P001**

END OF SECTION 00 24 19

SECTION 46 41 33 – FLOCCULATION EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to this Section.

1.2 SUMMARY

A. This Section includes
   1. The furnishing and installation of horizontal flocculation equipment.
   2. The installation of Owner Procured Stuffing Box Equipment.

B. Related Sections include Division 03 “Rehabilitation of Cast-In-Place Concrete” and Division 00 Section “Procurement Contracts”.

1.3 REFERENCES

A. Except as herein specified or as indicated on the Drawings, the work of this Section will comply with the following:
   1. ASTM - American Society for Testing and Materials Standard Specifications: A 36 - Structural Steel.
   2. AISC - American Institute of Steel Construction.
   3. AWS - American Welding Society.
   4. AWWA - American Water Works Association standards.
   5. Michigan Building Code.
   6. NSF/ANSI 61 – Drinking Water System Components – Health Effects

1.4 SYSTEM DESCRIPTION

A. The equipment described below shall be provided as an integral package by a single Manufacturer providing all components.

B. Flocculation equipment shall include:
   1. Horizontal Flocculators
      a. Shafting.
      b. Stuffing box assemblies.
      c. Bearings and bearing plates.
      d. Chain and sprocket assemblies.
      e. All mounting brackets, anchoring, and hardware.

1.5 SUBMITTALS

A. Owner Procured Equipment:
   1. Shop Drawings and Product Data:
      a. Contractor shall receive 2 copies of the Engineer’s reviewed Shop Drawings and Product Data of the stuffing box equipment.
      b. Contractor shall have 15 days to review for dimensions, installation coordination, construction requirements, and other related items necessary for a complete installation.
      c. Within the 15-day Contractor review period, Contractor shall respond in writing to Engineer with all questions and comments as they relate to the installation of all procured items.

B. Contractor Furnished Equipment:
   1. Itemized Listings:
      a. Equipment to be provided.
      b. Deviations from the requirements of this Section.

2. Shop Drawings for all equipment assemblies in this Section to include:
    a. For all process equipment, to include:
        1) Dimensions.
        2) List of equipment and spare parts to be supplied.
        3) Materials and details of construction.
        4) Details of procedures used to clean and passivate the equipment.
        5) Details of equipment mounting, anchoring, and support.
        6) Job specific, dimensioned drawings.
        7) Job specific, electronic copies of provided equipment in .iges and .dwg format to be used without restriction in the development of Contract Documents.
        8) Weight of components.
        9) Installation instructions.
        10) Engineering data on ancillary equipment supplied by Manufacturer.
        11) Name of Manufacturer.
        12) Model numbers.
3. Product/catalog data for all flocculator equipment in this Section to include:
    a. Manufacturer.
    b. Model.
    c. Materials of construction.
    d. Performance data.
    e. Manufacturer's engineering and specification data.
4. Installation instructions for equipment assemblies in this Section to include:
    a. Anchoring requirements.
    b. Lubrication requirements.
    c. Start-up instructions.
5. Operation and maintenance manuals for all equipment in this Section to include:
    a. General:
        1) Table of contents.
        2) Subdivided (tabbed) into separate sections that cover separate equipment or grouping of equipment.
        3) Provide 1 searchable electronic copy (Flash Drive) per hard copy, of the overall O&M Manual that includes information for all sites. Owner shall be permitted to make copies of Flash Drive without restriction.
    b. For all equipment provided:
        1) Copy of reviewed Shop Drawings and product/catalog data.
        2) Equipment function, normal operating characteristics and limiting conditions.
        3) Assembly, installation, alignment, adjustment and checking instructions.
        4) Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.
        5) Lubrication and maintenance instructions.
        6) Guide to “troubleshooting.”
        7) Parts lists and predicted life of parts subject to wear.
        8) Outline, cross-sections, assembly drawings, engineering data.
        9) Test data, performance data and performance curves.
        10) Engineering data on ancillary equipment supplied by Manufacturer.
6. Reports: Manufacturer's representative start-up report.

## 1.6 QUALITY ASSURANCE

A. Qualifications:
1. Fabrication Personnel:
    a. Trained and experienced in the fabrication and assembly of the materials and equipment.
    b. Knowledgeable of the design and the reviewed Shop Drawings.
2. Manufacturer:
    a. Will have been in continuous business for a period of at least 10 years engaged in the manufacture of water treatment equipment.
    b. Will provide a list of a minimum of 10 similar installations where horizontal flocculation was used in municipal applications. The Manufacturer will provide references and contact information for said equipment installations.

B. Regulatory Requirements:
   1. Occupational Safety and Health Act of 1970: All equipment installations shall comply with Act and regulations.
   2. All equipment shall be suitable for potable water applications. Materials to be in contact with water shall be NSF compliant.

C. Submit the following for Manufacturer's services:
   1. Manufacturer's sworn statement that the equipment furnished complies with this Specification.
   2. Manufacturer's field service.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original, unbroken, brand marked containers or wrapping as applicable.

B. Handle and store materials in a manner which will prevent deterioration, damage, contamination with foreign matter, and damage by weather or elements, and according to Manufacturer's directions.

1.8 WARRANTY

A. The Manufacturer of the flocculation equipment shall guarantee in writing the equipment furnished is appropriate for the intended service and shall be free of manufacturing and fabrication defects in material and workmanship for a period of 24 months from the date the equipment is put into continuous service and accepted by the Owner.

PART 2 - PRODUCTS

2.1 HORIZONTAL FLOCCULATION EQUIPMENT

A. All horizontal Flocculation equipment to be supplied by one Flocculation Equipment Supplier, E&I Corporation.

B. Stuffing Box Assembly: Procured by Owner.

C. Shafting:
   1. All solid shafts shall be minimum 2 3/4-inch diameter.
   2. Solid shafting shall be pump shaft quality (PSQ), with a maximum total indicated runout of 0.005-inches or less across the length of the shaft.
   3. The shafting system for each mechanism shall be sized within stress limitations at full operating load and within deflection limitations under dry load.
   4. The maximum shear stress shall not exceed 6,000 psi at any point in the shaft. The maximum shear shall be determined by combining the bending and torsional stresses under full operating load through Mohr's circle stress convention. The maximum vertical deflection of the shafting system shall not exceed L/1000 between support reactions under dry load. The angle of twist shall be no more than 0.08°/ft of shaft, but not exceed 5.0° total for the entire shaft length.
   5. All solid drive shafting shall be plain end by flange, 2 15/16-inch diameter.
   6. All solid spool piece shafts through the bearings shall be 2 ¾-inch diameter.
   7. All shafting shall:
      a. Be of cold rolled carbon steel construction.
      b. Use 4inch 150# ANSI flanges, manufactured from carbon steel. A minimum ¼-inch thick neoprene gasket shall be placed between each set of flanges.
      c. Be equipped with 3-inch x 3-inch x 3/8-inch gusset plates at each flange, with a minimum of 4.
   8. After fabrication, each shaft assembly's flanges shall be faced to within 0.015-inch of parallel to one another.
   9. Fabricator: RTD Manufacturing

D. Bearing Assembly:
   1. Submerged bearings shall:
      a. Have carbon steel spit housing.
      b. Have a diameter of 2 3/4"-inch.

c. Be pedestal mounted.
d. Manufacturer: Craft Bearing Company, Standard Duty.
2. Dry bearings shall:
a. Have carbon steel spit housing.
b. Have a diameter of 2 15/16"-inch.
c. Be pedestal mounted.
d. Manufacturer: Craft Bearing Company, Standard Duty.

E. Chain and Sprocket Assembly:
1. Drive sprockets shall:
a. Be of carbon steel construction.
b. Have a bore diameter of 2 5/8-inch.
c. Have 11 teeth.
d. Manufacturer: Brewton Iron Works, LLC, Style 1.
2. Driven sprockets shall:
a. Be of carbon steel construction.
b. Have a bore diameter of 2 15/16-inch.
c. Have 44 teeth.
d. Manufacturer: Brewton Iron Works, LLC.
**3. Chain shall:**
**a. Be of carbon steel construction.**
~~e.~~**b. Manufacturer: Brewton Iron Works, LLC Model No. MXS882.**

**F. Food Grade Grease:**
**1. Suitable for lubrication of the stuffing box and bearings.**
**2. Suitable for water temperatures of 0 degrees C to 30 degrees C.**
**3. NSF-61 Certified for Potable Water.**
**4. Manufacturer: CLARION, or Engineer approved equal.**

~~F.~~G. Spare Parts:
1. General:
a. Supplied by Manufacturer of installed equipment.
b. Deliver to Owner prior to start-up.
2. One complete bearing assembly, of each type.
3. One complete drive chain set.
4. Ten tubes of food grade grease. ~~suitable for lubrication of the stuffing box and bearings.~~
5. One set of special tools required to maintain or dismantle.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:
1. Install in full conformance with approved Shop Drawings and Manufacturer's instructions.
2. Install equipment plumb, to lines and elevations on Drawings and approved Shop Drawings.

3.2 FABRICATION

A. All welding shall be performed by certified welders in accordance with AWS D1.6 and shall be completed with a method suitable for the materials to be welded.

B. All welds shall be uniform in appearance and free of cracks, porosity, holes, and flux.

C. Remove all burrs and weld spatter prior to shipment.

D. Sharp projections or cut edges which will not be welded shall be ground to a radius as required.

E. Apply NSF/ANSI-61 approved anti-seize lubricant to male threads of stainless steel bolts at the time of assembly.

F. All stainless steel components within 4 inches of the air-water interface to be fully dipped passivated. Provide QA certification that each part was fully passivated with description of method used.

3.3 DELIVERY, STORAGE AND HANDLING

A. Receiving and Storage: Coordinate with Owner as required.

3.4 FIELD QUALITY CONTROL

A. Supplier's Field Service:
1. Arrange and pay for Flocculation Equipment Supplier's qualified representative for a minimum of 1 trip to the jobsite to train Contractor's personnel on proper installation of equipment, start-up and commission equipment and train Owner's personnel on proper maintenance and operation of flocculator equipment. The total time spent onsite (not including travel time) shall not be less than two 8-hour working days.
2. The installation services shall be coordinated between the Contractor and the Supplier a minimum of 14 days in advance.
3. After successful installation and field-testing services are completed by the Supplier, the Contractor shall submit a certification letter on the Supplier's letterhead, and signed by the Supplier certifying that the equipment was installed per the manufacturer's recommendations.
4. Dry startup: The Supplier shall provide start-up reports for each shaft assembly. At a minimum, these reports shall include the following information. Each assembly shall be operated for a minimum of 30 minutes. Recordings shall be taken at a maximum interval of 15 minutes.
   a. Shaft RPM.
   b. System voltage and amperage.
   c. Motor and gearbox temperature.
   d. Bearing housing temperature.
   e. Axial movement of shaft.
5. Wet startup: The manufacturer shall provide start-up reports for each shaft assembly. At a minimum, these reports shall include the following information at 20%, 40%, 60%, 80%, and 100% speeds. Each assembly shall be operated at each required speed for a minimum of 1 hour. Recordings shall be taken at a maximum interval of 15 minutes.
   a. Shaft RPM.
   b. System voltage and amperage.
   c. Motor and gearbox temperature.
   d. Check for axial movement of shaft.
6. O&M Training: Provide O&M training services to all operators at the completion of the performance testing period.
7. Coordinate with the roller bearing manufacturer to provide 1-day of onsite installation assistance for the contractor and training for the Owner.

B. Contractors Alignment Services:
1. Contractor shall confirm alignment of all components of the flocculation system equipment. The Contractor shall, as a minimum, perform the following services for flocculators installed under the Contract and provide a report to the flocculator equipment manufacturer prior to wet start-up that documents that the following alignment checks and criteria have been met.
   a. Check alignment of shafts, bearings and related components using precision optical tooling.
   b. Align bearings to a common center axis within 0.010-inch from bearing to bearing.
   c. Align the flocculator system including but not limited to bearings and shafts to a common center axis to within 0.032-inch.
2. The Contractor shall perform the quality control checks on 100% of the shafts, bearings and related components installed under the Contract.
3. The Contractor shall document quality control checks and measurements and compare results to these Specifications and the flocculator equipment manufacturer's requirements and instructions to show numerically the difference. Any nonconformities shall be clearly indicated and highlighted in red color in the documentation.
4. Contractor shall correct nonconformances and shall re-perform its services to ensure that the system is properly installed meeting the Specification requirements, approved Submittals requirements, manufacturer's requirements, and Contract requirements.

3.5 CLEANING

A. Prior to acceptance of the Work of this Section, thoroughly clean all installed materials, equipment, and related areas.

END OF SECTION 46 41 33

# Attendance Sheet

fishbeck

MEETING: Pre Bid Conference

DATE: October 15, 2025    TIME: 10:00 am    PROJECT NAME: WTP Flocculation 4/5 Gallery Improvements

LOCATION: City of Ann Arbor WTP    PROJECT NO.: 160804

| NAME | COMPANY REPRESENTED | PHONE NO. | EMAIL |
|---|---|---|---|
| Joe Siwek | FISHBECK | 734-868-8753 | jsiwek@fishbeck.com |
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| Terrell Dixon | Presidential constr | 313-801-0388 | info@i-313.com |
| Matt Shaeffer | Midwest Power Systems/lee | 248-770-5124 | midwestpower@hotmail.com |
| JEFF KUSMITS | Monroe Plumbing & Heating | 734-241-4277 | JEFFK@monroeplumbing.com |
| Kyle Noel | CCI | 248-326-5797 | Kyle.noel@CCIgroupUSA.com |
| Rob Garcia | CCI | 248-343-1416 | rob.garcia@CCIgroupUSA.com |
| Jalal Joulan | Commercial Contracting | 248-209-0424 | JALAL.JOULAN@CCCNETWORK.COM |
| Emily Schlanderer | City of AA WTP | | ESchlanderer@a2gov.org |
| Ariana Wade | Fishbeck | | AWade@fishbeck.com |
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