

**ADDENDUM NO. 3
TO
BID DOCUMENTS
FOR
LIGHT POLE PAINTING PROJECT
FOR THE
CITY OF ANN ARBOR, MICHIGAN**

The following changes, additions, and/or deletions shall be made to the Bid Documents and Plans for Light Pole Painting Project for the City of Ann Arbor, Michigan, Bid No. ITB – 4329 on which proposals are to be received, on or before, 2:00 P.M. Monday, April 28, 2014.

The information contained herein shall take precedence over the original documents and all previous addenda, and is appended thereto. **This addendum contains 9 pages.**

The Bidder is to acknowledge receipt of this Addendum No. 3 on page ITB-1 of the Bid Documents prior to submitting its Proposal.

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

Section 09900 (Issued)

Replace Section 09900 with the new Section 09900 issued as part of this Addendum.

Sample Paint Warranty (Issued)

Replace the Sample Paint Warranty (4 pages) with the new Sample Paint Warranty titled “Ann Arbor Light Poles Limited Warranty No. 2014120 – Advanced Draft” (3 pages).

SECTION 09900

PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field application of paint coating for Light Pole Painting. Poles, mast arms, base covers (as may be present) shall be painted.
- B. 15 year color, gloss retention warranty required, see WARRANTY section herein.
- C. Contractor shall comply with all requirements and conditions of Limited Warranty No. 2014120 – Advanced Draft.

1.2 RELATED SECTIONS

- A. Section 01005 – Administrative Provisions

1.3 REFERENCES

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. NACE (NACE International) -Industrial Maintenance Painting.
- C. SSPC (SSPC: The Society for Protective Coatings) SSPC Painting Manual Volumes 1 and 2.

1.4 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

1.5 SUBMITTALS

- A. Provide the following, in electronic submittal format for review, to the Engineer:
 - 1. Product Data: Provide data on all products. Data shall include manufacturer's suggested surface preparation and coating thicknesses.
 - 2. Manufacturer's Instructions: Indicate special surface preparation procedures, substrate conditions requiring special attention, environmental considerations and any restrictions regarding recoat time.
 - 3. Provide specific instructions for cleaning and preparing existing fiberglass and aluminum surfaces to be painted.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section.
- B. Applicator: Company specializing in performing the work of this section with minimum three years, approved by manufacturer.

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1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products in accordance with Manufacturers recommendations.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Only materials approved for use on this project shall be delivered to the site.
- E. Store paint materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.
 - 1. Any material found on the project that is stored in areas that are outside of the above temperature requirements shall not be used on the project and shall immediately be removed from the site.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the coating product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Paints:
 - 1. Minimum application temperatures shall be as required by the coating manufacturer's instructions.
 - 2. If there are no explicit printed recommendations by the manufacturer, minimum temperature of the air and surface to be painted shall be 50° Fahrenheit.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers - Paint and Special Coatings:
 - 1. Tnemec Company or "Engineer approved equal."
- B. Substitutions: No substitutions are allowed. Contractor shall use system and materials specified.
- C. All products used on this project shall be from the same manufacturer unless written authorization is received from the Engineer.

2.2 MATERIALS

- A. Coatings:
 - 1. Ready mixed, except field catalyzed coatings.
 - 2. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials:
 - 1. As recommended by the manufacturer and required to achieve the finishes specified, of commercial quality.

2.3 FINISHES

- A. Colors will be selected by the Owner from color samples submitted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces and/or substrate conditions are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Commencement of the coating operations will signify acceptance of the substrate(s) as being suitable for the coating and ability to achieve the final results specified.

3.2 PREPARATION

- A. Due to warranty requirements specified, Painting Contractor shall have local paint manufacturer's representative visit the site and observe surface preparation of areas to be painted to assure proper methods for actual field conditions are used. Not every pole/mast arm preparation sequence needs to be observed but at least one of each type of pole/mast arm installation found on the project shall be reviewed by the paint manufacturer's representative.
- B. Remove electrical cover plates, hardware, light fixture trim, escutcheons, and fittings, and paint separate from the pole, so that items are accessible/separate from pole and accesses are not painted shut. Stainless steel items do not require painting. Remove pole number labels prior to primer coat application.
- C. Clean surfaces which affect work of this section.
 - 1. Remove existing coatings that exhibit loose surface defects.
 - 2. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach.
 - 3. Sand fiberglass surfaces as specified under "Painting Systems."
 - 4. Rinse with clean water and allow surface to dry.
- D. Marks:

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- 1. Seal with a stain-blocking primer any surface marks that cannot be removed which may bleed through surface finishes.
- E. All pole mounted signs shall be temporarily removed while pole is actively being worked on. Existing mounting bands shall be left in place and painted over. Signs shall be reinstalled at the end of each working day.
- F. Some poles have radio communication devices mounted to them. The Contractor shall not paint or otherwise disturb these devices.

3.3 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Vacuum clean surfaces free of loose particles and/or use tack cloth just prior to applying next coat.
- F. Allow applied coat to dry before next coat is applied.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing. The City will re-install pole numbers at a later date.

3.4 FIELD QUALITY CONTROL

- A. Field inspection and testing of new painted surfaces will be performed on random pole/mast arm installations by the Owner's Representative.
- B. Areas will be tested at random with dry film thickness gage.
 - 1. Any areas not meeting the minimum dry film thickness shown or on approved Shop Drawing submittals shall have additional coats applied so the minimum dry film thickness is achieved.
 - 2. Each coat shall achieve the minimum dry film thickness specified, without regards to the overall system thickness.

3.5 CLEANING

- A. Collect waste materials containers and remove daily from site.
- B. Make good all damage done to grade, sidewalks and/or streets and other work through neglect or carelessness or from failure to properly protect work from damage resulting from the execution of this work.

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3.6 WARRANTY

- A. Paint manufacturer shall warrant, in writing to the Owner, that paint system will retain the same adherence, color and gloss level for 15 years, as was present on the day the coatings were applied and cured. See attached Sample Warranty for requirements.

3.7 PAINTING - SYSTEMS

PAINTING SYSTEM NO. 1 - Exterior Fiberglass & Aluminum

Surface Preparation - SSPC-SP1 to wash and clean, followed by SP2 or 3 to abrade and remove any "wicking" of the fiberglass before coating. Surface shall be thoroughly abraded to create a minimum 1.0 minimum surface profile in existing coatings. Surface shall be clean, dry, non-glossy, and free of all contaminates.

	Min. No. of Coats per Coating Layer	Product Name	Min. Total Thickness of Coating Layer Dry	Type
Primer	1	Tnemec Series 66 Hi-Build Epoxoline 85BR Medium Bronze	2.0	Polyamide Epoxy
Finish	1	Tnemec 1072 Fluoronar 35GR Black	2.0	High Solids Fluoropolymer

Or Engineer Approved Equal.

Total Thickness of System – 4.0 Dry Mills Min.

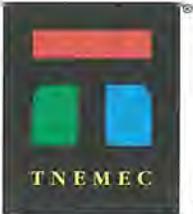
Contractor shall note curing times required between coats, per actual product used.

Note: Tnemec shall select the color of the epoxy once finish coat color is selected.

END OF SECTION

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OWNER ACCEPTANCE COPY
(please sign each page and return to Tnemec)



ANN ARBOR LIGHT POLES

LIMITED WARRANTY No. 2014120 - ADVANCE DRAFT

Tnemec Company, Inc. (Tnemec) hereby warrants to the City of Ann Arbor (Owner) the Tnemec coating system (Coatings) used in conjunction with the painting of the structure identified herein under the following terms and conditions:

1.0 WARRANTY COVERAGE

Tnemec hereby warrants that the Coatings identified in Section 9.0 of this warranty shall not:

- 1.1 Change color more than 5 DE Hunter units as determined in accordance with ASTM D 2244 by comparing the affected exposed coating cleaned with water and a soft cloth with unexposed Original Project Color Standards (see Item 3.8 below) maintained by Tnemec and the Owner.
- 1.2 Exhibit loss of gloss in excess of 24 units as measured by a gloss meter in accordance with ASTM D523-89 with 60 degree geometry.
- 1.3 Chalk in excess of a rating of 8 as measured in accordance with ASTM D4214, Method A.

2.0 LENGTH OF COVERAGE

Warranty coverage shall be effective for a period of **fifteen (15) years** beginning on the substantial completion date identified in Section 8.0 of this warranty or beginning six (6) months following commencement of painting, whichever comes first.

3.0 CONDITIONS

This warranty is contingent upon the following conditions:

- 3.1 Coverage under this warranty is contingent upon formal Owner acceptance by signature on an advance draft of the warranty.
- 3.2 The coatings applicator shall be experienced in the application of coatings of similar generic type and whose qualifications shall be acceptable to Tnemec.
- 3.3 A test patch shall be applied in accordance with Tnemec Tech Bulletin 98-10R2 to a representative surface area at the project location and tested for compatibility and adhesion to the previous paint finish by, or in the presence of, a Tnemec Representative. Painting shall not commence until Tnemec approves the test results.
- 3.4 The Tnemec products shall be applied to properly prepared substrates in conformance with Tnemec Company's most recent product data sheet instructions and label directions.
- 3.5 Substitution of finish colors not listed in Section 9.0 of this warranty will require prior written consent of Tnemec.
- 3.6 Only Tnemec products, including thinners, are to be used. Use of any non-Tnemec product in whole or in part without prior written consent of Tnemec shall invalidate this warranty.
- 3.7 A Tnemec Representative shall be permitted to observe any and all aspects of the surface preparation and Coatings application work at any and all such times as may be requested by Tnemec.
- 3.8 The Owner or Owner's designated representative shall arrange to have the coatings applicator prepare and field apply the complete specified coating system to a minimum of six (6) sample panels (to be supplied by Tnemec - size 3" x 6" or larger) of each finish color identified in Section 9.0 of this warranty. The six (6) field applied sample panels of each finish color shall be air dried for a minimum of seven (7) days and shipped to Tnemec Company prior to final acceptance of the Work for verification of color accuracy and storage as the Original Project Color Standards for the duration of the warranty coverage. Upon completion of the project, Tnemec shall forward the signed Warranty document along with two (2) panels of each finish color to the Owner for retention by the Owner and shall return two (2) panels of each finish color to the coatings applicator. These procedures are required in order to validate the color and gloss coverage (Items 1.1 and 1.2 above) under this warranty.
- 3.9 In the event of a claim against this warranty, Tnemec shall have the right to perform such inspections and/or tests of the coated structure as Tnemec deems necessary to determine whether a Coatings failure is covered by the warranty described above.
- 3.10 The results of all tests identified in Section 1.0 above shall be the average of three (3) readings taken from each affected area.
- 3.11 Tnemec must receive full and timely payment of all Tnemec invoices related to this project.

Accepted By: _____
signature

name & title (please print or type)

company name

date

4.0 EXCLUSIONS

This warranty does not cover any failure resulting from or related to:

- 4.1 Improper or incomplete surface preparation, inadequate or excessive film thickness, or defects due to faulty construction, design, substrate, or materials (other than the Tnemec coating system itself).
- 4.2 Substrate deterioration or paint film failure due to skips, misses, pinholes or other holidays in the paint film.
- 4.3 Application of Tnemec products over caulks/sealants or surfacing materials of another manufacturer without the prior written consent of Tnemec.
- 4.4 Preexisting coatings, including but not limited to preexisting coatings failing to adhere to the substrate or to other existing coatings (intercoat adhesion failure).
- 4.5 Application of Tnemec products during inclement weather conditions.
- 4.6 Crevice corrosion and resultant rust staining of adjacent painted surfaces from areas inaccessible for proper surface preparation and coating application through normal field painting practices including, but not limited to uncaulked back-to-back angles, substrate overlaps, bolted and/or riveted connections, seams, skip-welds, etc.
- 4.7 Exposure to heat in excess of normal ambient exterior temperatures.
- 4.8 Harmful chemicals, fumes or vapors, unless specifically agreed upon by Tnemec in writing.
- 4.9 Vandalism or physical abuse.
- 4.10 Negligence or lack of proper maintenance and repair of the coated structure.
- 4.11 Any acts or omissions of contractor.
- 4.12 Significant change in the use of the coated structure.

5.0 SITUATIONS NOT WARRANTED

In addition to the exclusions above, this warranty is subject to force majeure and is contingent upon acts which are beyond the reasonable control of the party from which performance is required, including, but not limited to fire, flood, earthquake, tornado, damaging hail, lightning strike or other Acts of God; acts of war, riot, explosion, terrorist activity or other catastrophic events.

6.0 REPORTING OF CLAIM

Any claim under this warranty must be presented to and received by Tnemec during the respective warranty period set forth above. Any such claim must be made in writing within sixty (60) days from the date whereupon the Owner first becomes aware that the Coatings have failed to conform to the warranty set forth herein.

Written notice of the claim should be sent to: Tnemec Company, Inc., 6800 Corporate Drive, Kansas City, Missouri 64120-1372; Attention: Warranty Administrator.

7.0 LIMITATION OF LIABILITY

THE WARRANTY AS DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST TNEMEC COMPANY AND THE SOLE PURPOSE FOR THIS WARRANTY SHALL BE FOR REPLACEMENT OF THE COATING MATERIALS IN THE EVENT THE MATERIALS FAIL TO CONFORM TO THIS WARRANTY AND THE EXCLUSIVE REMEDY SHALL NOT HAVE FAILED ITS ESSENTIAL PURPOSE AS LONG AS TNEMEC IS WILLING TO PROVIDE COMPARABLE REPLACEMENT COATING MATERIALS TO THE OWNER. TNEMEC'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXTEND BEYOND FURNISHING TO THE OWNER, AT THE PROJECT ADDRESS SET FORTH, SUFFICIENT COMPARABLE TNEMEC PRODUCTS FOR REPAIR OF THE AFFECTED AREA(S). THIS WARRANTY SHALL NOT INCLUDE THE INSTALLATION OF REPLACEMENT COATING MATERIAL OR REPAIR LABOR. TNEMEC SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGE FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REMEDY FOR SUCH DAMAGES SHALL BE AVAILABLE TO THE OWNER.

8.0 PROJECT IDENTIFICATION

PROJECT: Ann Arbor Light Poles
Ann Arbor, MI

OWNER: City of Ann Arbor
_____ address _____
Ann Arbor, MI

Accepted By: _____
signature
_____ name & title (please print or type)

_____ company name
_____ date

8.0 PROJECT IDENTIFICATION (continued)

COATINGS APPLICATOR: to be determined

TNEMEC SALES REPRESENTATIVE: Anthony Hartwig
North Group, LLC
2790 West Grand River
Howell, MI 48843

WARRANTY FEE: Not Applicable

SUBSTANTIAL COMPLETION DATE: (to be determined)

WARRANTY EXPIRATION DATE: (to be determined)

9.0 COATING SYSTEMS

Substrate: Factory Finish - Fiberglass Light Poles

Surface Preparation: Remove all soluble and insoluble contaminants. Surface shall be thoroughly abraded to create a minimum 1.0 minimum surface profile in existing coatings. Surface shall be clean, dry, non-glossy, and free of all contaminants.

First Coat: Series 66 Hi-Build Epoxoline
85BR Medium Bronze
@ 2.0 to 4.0 dry mils

Second Coat: Series 1072 Fluoronar Satin
35GR Black
@ 2.0 to 5.0 dry mils

*Note: Number of coats shown above are based on spray application. If applied by roller or brush, additional coats may be necessary to achieve the required film thicknesses and satisfactory hiding with the finish color

10.0 GEOGRAPHIC SCOPE

The foregoing warranty shall apply only with respect to structures located within the United States and Canada.

11.0 LIMITATION ON ASSIGNMENT OR TRANSFER

This warranty is made to the Owner only and is not assignable or transferable by the Owner, whether or not such transfer or assignment is made in connection with the transfer or sale of the structure without the prior written consent of Tnemec, which shall not be unreasonably withheld.

In witness hereof, the parties hereto, by their authorized signatures, have executed this Warranty:

TNEMEC COMPANY, INC.

CITY OF ANN ARBOR

By: (to be signed upon completion)
Jason Stoner
Warranty Administrator

By: (to be co-signed upon completion)
(print name)
(title)

Date: _____

Date: _____

Accepted By: _____
signature

name & title (please print or type)

company name

date