

CITY OF ANN ARBOR
INVITATION TO BID



MANCHESTER TANK MISCELLANEOUS IMPROVEMENTS
AND TANK COATING PROJECT
CONTRACT NO. 2 – TANK COATING, ART PAINTING, METAL
REPAIRS AND MISCELLANEOUS WORK

ITB No. 4400

Due Date: Thursday, SEPTEMBER 3, 2015 at 2:30 PM (Local Time)

Public Services Area
Administering Service Area/Unit

Issued By:

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

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ADVERTISEMENT
FOR MANCHESTER TANK MISCELLANEOUS IMPROVEMENTS AND
TANK COATING PROJECT – CONTRACT NO. 2 – TANK COATING,
ART PAINTING, METAL REPAIRS AND MISCELLANEOUS WORK

CITY OF ANN ARBOR

BID NO. ITB No. 4400

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, c/o Customer Service, 1st Floor, Larcom City Hall, on or before **Thursday, September 3, 2015 by 2:30 PM (Local Time)** for the construction of **MANCHESTER TANK MISCELLANEOUS IMPROVEMENTS AND TANK COATING PROJECT – CONTRACT NO. 2 – TANK COATING, ART PAINTING, METAL REPAIRS AND MISCELLANEOUS WORK**. Bids will be publically opened and read aloud at this time.

A pre-bid conference will be held on Tuesday, August 18, 2015 at 2:00 PM at **the Manchester Tank located at 2011 Manchester Road**. Attendance is **highly** recommended.

Work to be done includes blasting/removal and reapplication of the tank's dry interior and exterior coatings, including preparation of all surfaces, application of art painting on exterior tank bowl, pit pipe painting, fill pipe expansion joint and insulation replacement, rehabilitation of tank appurtenances, miscellaneous structural and safety improvements and any other ancillary and incidental work necessary to accomplish the above. .

Bid documents, specifications, and addenda, with the exception of the Plans, shall be downloaded by bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor Purchasing website: www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a surety authorized to transact business in Michigan, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price. The form of the Performance Bond and labor and materials bond is attached hereto. The successful Bidder will be required to provide satisfactory insurance coverage, including evidence of endorsement prior to issuance of a Notice to Proceed.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with the wage and employment requirements of Chapter 14 of Title I of the Code of City of Ann Arbor and Chapter 112 of Title IX of the Code of the City of Ann Arbor. Employees whose wage level are subject to federal or state prevailing wage law must be paid in accordance with their U.S. Department of Labor wage rate classification (see www.wdol.gov) The wage determination(s)

current on the date 10 days before bids are due shall apply to this contract.

Employees whose wage level are not otherwise subject to federal or state prevailing wage law, must be pay a living wage in accordance with Chapter 112 of the City Code. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of **ninety (90)** days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Technical questions regarding this project may be submitted in writing to **Brian Rubel (Tetra Tech) at brian.rubel@tetrattech.com**. Questions by telephone call are prohibited. The deadline for questions shall be **August 27, 2015 at 5:00 PM**. Questions will not be accepted after this date.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **August 18, 2015 at 2:00 PM** at **the Manchester Tank located at 2011 Manchester Road, Ann Arbor.**

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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

Preparation of Bids

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

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

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before **August 27, 2015 at 5:00 PM** and should be addressed as follows:

Specification/Scope of Work questions emailed to brian.rubel@tetrattech.com
Bid Process and HR Compliance questions emailed to cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Brian Rubel at **brian.rubel@tetrattech.com** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it

has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **September 3, 2015 at 2:30 PM**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4400 – Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

The City will evaluate Proposals based on cost as well as experience. Contractors that have not included the required list of similar work experience and associated references in Section 5 of the Bid Form may have their bid rejected.

As part of the proposal, Bidders shall provide documentation that the Bidder's company has at least 10 years of experience performing construction on similar projects, specifically, the completion of multidiscipline projects involving the coordination of specialty subcontractors. Completion of past water tank projects is preferred. Bidders shall also submit the attached form, "Section 5 – References," which identifies a minimum of three projects completed in the past five years on similar projects, including construction cost, contractor and subcontractor information, that demonstrate similar work experience and complexity to that included within these contract documents.

Contractor performing the painting shall have had past experience painting elevated storage tanks including applying art designs. Owner has prequalified tank painters within the specification section. Owner will consider prequalifying additional painting subcontractors who submit prequalification statements, "Section 6- Painting Contractor Qualification Statement," by August 24, 2015. Owner will review the submitted information to determine which painting contractors are qualified to bid on the Work. Owner will issue an Addendum listing those subcontractors that Owner has determined to be qualified to perform painting for the project.

Official Documents

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

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of ninety (90) days specified in the Advertisement.

Contract Time

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

its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

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

Conflict Of Interest Disclosure

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

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

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

Disclosures

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

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Cost Liability

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

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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

SIGNED THIS _____ DAY OF _____, 2015.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

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

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)

Authorized Official

_____ **Date** _____, 2015

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices

Project: Manchester Tank Miscellaneous Improvements and Tank Coating Project –
Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work.
ITB No.: 4400

Bidder's Name: _____

Notes:

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

Bid Items

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

MANCHESTER TANK MISCELLANEOUS IMPROVEMENTS AND TANK COATING PROJECT – CONTRACT NO. 2 – TANK COATING, ART PAINTING, METAL REPAIRS AND MISCELLANEOUS WORK					
BASE BID					
Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	Dry Interior Coating	1	LS	\$	\$
2.	Containment and Exterior Coating	1	LS	\$	\$
3.	All Other Work	1	LS	\$	\$
4.	Disinfection/Start-up	1	LS	\$	\$
5.	Final Closeout	1	LS	\$	\$
TOTAL BASE BID (ITEMS 1 THROUGH 5)					\$

Total Base Bid: _____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternates

Bidder shall provide costs for tank art painting alternates for each of the designs included in the specifications.

Alternate No. 1A – Art Work A

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 1B – Art Work B

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 1C – Art Work C

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 1D – Art Work D

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 1E – Art Work E

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 2 – Install Frost-free Roof Vent on New Flange

Add: _____ Dollars (\$_____)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

BID FORM

Section 2 - Material and Equipment Alternates

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

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

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

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

Signature of Authorized Representative of Bidder _____

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

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

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

Signature of Authorized Representative of Bidder _____

BID FORM

Section 4 - Major Subcontractors

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
	Painting	
	Misc Metal Work	
	Other	

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

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

Signature of Authorized Representative of Bidder _____

BID FORM

Section 5 – References

Include a minimum of three reference from similar projects completed within the past ten years consisting of work of similar complexity.

Refer also to Instructions to Bidders for additional requirements, if any.

1) _____ _____ _____
 Project Name Cost Date Constructed

 Contact Name Phone Number

2) _____ _____ _____
 Project Name Cost Date Constructed

 Contact Name Phone Number

3) _____ _____ _____
 Project Name Cost Date Constructed

 Contact Name Phone Number

BID FORM

Section 6 – Painting Contractor Prequalification Statement

PAINTING CONTRACTOR (Name: _____)

Include portfolio of completed water tank painting projects (attach additional pages as necessary). Supply photographs of completed art for each painting subcontractor’s reference project. This statement shall be submitted to brian.rubel@tetrattech.com by August 24, 2015.

Refer also to Instructions to Bidders for additional requirements.

1) _____

Project Name	Art Cost	Date Completed
_____	_____	_____
Contact Name	Phone Number	
_____	_____	
Description		

2) _____

Project Name	Art Cost	Date Completed
_____	_____	_____
Contact Name	Phone Number	
_____	_____	
Description		

3) _____

Project Name	Art Cost	Date Completed
_____	_____	_____
Contact Name	Phone Number	
_____	_____	
Description		

SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2015, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work " in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract and Living Wage Declaration of Compliance Forms (if applicable)	General Conditions Standard Specifications Detailed Specifications
Vendor Conflict of Interest Form	Plans
Bid Forms	Addenda
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area.

Supervising Professional or Owner means Senior Utilities Engineer or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Engineer or Owner's Representative means Consulting Professional acting under the authorization of the Supervising Professional/Owner.

Project means Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work, ITB No. 4400.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City. The anticipated Notice to Proceed date is January 15, 2016. The site will not be available for Work in this Contract until April 1, 2016.

- (B) The entire work for this Contract shall be substantially complete by July 1, 2016. Final completion date, including disinfection and site restoration, shall be September 1, 2016. Disinfection shall be done after substantial completion of Contract No. 1 is anticipated to be August 15, 2016. The coating and art painting of the tank shall be completed by July 1, 2016, or earlier if dictated by chronological conditions. Shorter completion times for certain portions of the work may be specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amount listed in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$1,000 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications or Plans identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount equal to that identified in Specifications or Plans for each portion or Phase of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated bid total of:
 _____ Dollars (\$ _____)
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 2013, for _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2014.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/bidder or grantee.

1:815. Living Wages Required.

- (1) Every contractor/bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.52 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.96 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar

year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:158. - Nondiscrimination by city contractors.

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification.
- (2) All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.
- (3) Upon request, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group and shall respond to information requests documenting its equal employment opportunity policies and procedures.
- (4) If the contract which is being awarded includes federal requirements for affirmative action, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the City Administrator's designee concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for the period of the contract at which time the City Administrator's designee shall conduct another review. If the data demonstrates an under-representation the contractor shall develop an affirmative action program for review by the City Administrator's designee. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the City Administrator's designee shall use for employment verification the labor recruitment area of the Ann Arbor metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for a period of 1 year at which time the City Administrator's designee shall conduct another review.
- (5) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

- (6) All contracts shall include provisions through which the contractor agrees to follow all applicable federal and state laws.
- (7) The City Administrator's designee shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The City Administrator's designee, together with the Human Rights Commission, shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (8) The City Administrator's designee will provide the City's Human Rights Commission with an annual summary report of contracts awarded; affirmative action requirements reviewed, where applicable; any complaints received alleging violation of the contractor's non-discrimination requirements, and actions taken. The Human Rights Commission will be provided, at its request, with additional information related to the report. The Human Rights Commission and the City Administrator's designee will report annually to the City Council on compliance of city contractors with this chapter.
- (9) All city contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
 - (a) Cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
 - (c) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to protected class members had the discrimination provisions not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000—99,999	\$50.00
100,000—199,999	100.00
200,000—499,999	150.00
500,000—1,499,999	200.00
1,500,000—2,999,999	250.00
3,000,000—4,999,999	300.00
5,000,000 and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the city under this contract.

(Ord. No. 14-25, § 1, 10-20-14)

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the

public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no

value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned,

if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
 - (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:
 - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- (3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted

unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20___, to _____, 20___, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20____, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 2 – Tank Coating, Art Painting, Metal Repairs and Miscellaneous Work. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this _____ day of _____, 20____
_____, _____ County, Michigan

Notary Public

_____ County, MI

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. Copies of the Standard Specifications can also be downloaded from the web link:

http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx.

DETAILED SPECIFICATION

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. The Project is located at the City of Ann Arbor Manchester elevated storage tank located at 2011 Manchester Road, Ann Arbor, MI 48104.
- B. The Work consists of removal and reapplication of the tank's dry interior and exterior coatings, including preparation of all surfaces, application of art painting on exterior tank bowl, fill pipe expansion joint and insulation replacement, miscellaneous structural and safety improvements and any other ancillary and incidental work necessary to accomplish the above.

1.02 DIVISION OF THE WORK/CONTRACT LIMITS

- A. The work described above will be executed simultaneously with the Manchester Tank Miscellaneous Improvements and Tank Coating Project – Contract No. 1 as shown on the Drawings and described herein. Contract limits are further described as follows:
 - 1. Contract No. 1 Work consists of removal and replacement of the pit watermain piping, sump pump piping, installation of new pit platform, adding sand fill to raise the interior floor elevation, rebuilding the concrete overflow channel to existing catch basin, miscellaneous electrical and instrumentation improvements and any other ancillary and incidental work necessary to accomplish the Work.
 - 2. Contract No. 2 Work is described above.
 - 3. The site will be unavailable to Contract No. 1 Contractors during Contract No. 2 containment, blasting and coating work.
 - 4. Contractor shall coordinate closely with ENGINEER and Contract No. 1 CONTRACTOR and shall be provided with Contract No. 1 schedule updates on a regular basis to aid with his Work planning.
 - 5. Anticipated Notice to Proceed dates, Substantial Completion dates, Final Completion dates, as well as liquidated damaged are outlined in Article III of the Contract.
- B. At all Contract interfaces, Contractors awarded the various Contracts shall cooperate with other Contractors meeting at that point, and shall schedule Division tie-ins so that in no way shall the operations of one Contractor interfere with another. Delays created by situations involving two uncooperative Contractors shall be considered the fault of the dispute between the concerned parties and shall not be passed on as a cost to OWNER. Periodic meetings between Contract No. 1 and Contract No. 2 Contractors may be required.

1.03 WORK SEQUENCE

- A. CONTRACTOR shall arrange its Work so that at no time shall it cause unnecessary interruption to the operation of existing facilities outside of scheduled isolation and closures of the tank. CONTRACTOR shall prepare and submit to ENGINEER for approval, a complete detailed working schedule in compliance with the OWNER's schedule, setting forth the sequence of operations CONTRACTOR proposes to follow. No work shall commence until the OWNER/ENGINEER has approved this plan.

- B. The CONTRACTOR’s work schedule shall be dictated by the availability of the elevated storage tank. Work shall begin at the elevated storage tank only after the OWNER has isolated, dewatered and made the tank available. CONTRACTOR shall be responsible for maintaining the structure once it has been made available to extent necessary to complete the work.
- C. As a guide in preparing a construction sequence for the project, the CONTRACTOR shall use the following:
 - 1. Suggested General Sequence
 - a. Submit Project Schedule and CONTRACTOR’s Proposed Protection of Process Water plan for review and approval.
 - b. Perform walk-through and review existing tank with ENGINEER.
 - c. Provide protection of process water by ensuring tank is drained and valves are closed.
 - d. Remove and/or protect existing equipment in the tank dry interior as required to perform work.
 - e. Complete all work requiring interior and exterior welding prior to surface preparation, including access hatch, handholds, mud valve, tank vent, etc.
 - f. Complete containment measures.
 - g. Begin surface preparation and coating work on exterior.
 - h. Begin surface preparation and coating work on dry interior.
 - i. All coating and painting work, including art painting, shall be complete within the time frame outlined in Article III of the Contract.
 - j. Perform miscellaneous improvements to the tank dry interior and tank appurtenances.
 - k. Facility disinfection and disinfection water disposal.
 - l. Start-up and commissioning.
 - m. Clean up, restoration.
 - 2. Schedule
 - a. The schedule in Article III of the contract is fixed and non-negotiable.
 - b. Contractor shall be responsible for providing additional crews as required at no additional cost to the OWNER to meet the schedule.
 - c. The completion dates set in Article III of the contract describe the dates that the improvements, including clean up and restoration, must be completed.

1.04 LIQUIDATED DAMAGES

- A. Liquidated damages will be applied independently for each area of improvements that are not completed by the dates set by this Contract.
- B. Where the schedule requirements identified in the this Section are not met; including repairs not fully complete, final cleaning, equipment reinstallation and all other work to make the structure suitable for Owner operation, non-quantifiable liquidated damages in the following amounts will be applied.
- C. Key Contract Dates:

Milestone	Completion Date	Liquidated Damage
Substantial Completion (including tank coating, art painting and metal repairs)	July 1, 2016	\$1,000/day
Final Completion (including disinfection)	September 1, 2016	\$1,000/day

Note: The site will be unavailable to Contract No. 1 Contractors during Contract No. 2 containment, blasting and coating work (April 1, 2016 to July 1, 2016).

1.05 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities in areas indicated; allow for OWNER occupancy and use by the public. Confine operations to areas within Contract limits indicated. Portions of the Site beyond areas in which construction operations are indicated are not to be disturbed.
- B. Keep driveways and entrances serving private property owners clear and available at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site. Areas for CONTRACTOR's trailers, equipment, and material storage, and CONTRACTOR's employee parking shall be as indicated on Drawings or agreed by OWNER prior to the start of construction.
- C. The CONTRACTOR shall maintain the site and surrounding public properties free from accumulations of waste, debris and rubbish, caused by the construction operations.
- D. CONTRACTOR use of OWNER's utilities (power and water) is covered in Section 01 50 00. CONTRACTOR shall coordinate all connections and usage of OWNER utilities to ensure no disruption with normal facility operation.
- E. CONTRACTOR shall provide his own restroom facilities, see Section 01 50 00.
- F. CONTRACTOR shall coordinate use of the site with telecommunications companies who will be using the site during construction.

1.06 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by the Contract, except where a certificate of partial substantial completion has been issued by the OWNER.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the CONTRACTOR shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the OWNER.

1.07 CONFINED SPACE

- A. The Manchester Tank is considered a Non-Permitted Confined Space. The CONTRACTOR must meet all requirements of MIOSHA for working in confined spaces. The CONTRACTOR must submit a confined space entry program to the City for record, before any work is started in the area.

1.08 SECURITY AND ACCESS

- A. The City of Ann Arbor's Manchester elevated storage tank is a limited access facility. The CONTRACTOR must comply with the City's operational provisions for security including, but not limited to:
 - 1. Provide proper identification of employees.

2. Provide and use photos IDs for all CONTRACTOR personnel.
3. Maintain daily sign-in log of personnel and visitors.
4. Provide a list of personnel and vehicles on site.
5. Maintain a daily log of vehicle license plate numbers on site.
6. Allow OWNER to conduct background checks on CONTRACTOR's personnel upon request.
7. Notify the plant in advance of material deliveries to the site, including delivery contents.

These procedures may be revised by the City at any time, as needed.

- B. Use of OWNER's security measures does not relieve Contractor of its responsibility to secure its own working spaces and materials.
- C. Access to Site, Roadways, and Parking Areas
 1. The CONTRACTOR shall be responsible for providing access to the construction area and for preparing and maintaining temporary access road, fence, and/or gate, as needed. CONTRACTOR's personnel shall park on approved City streets adjacent to elevated storage tank site and shall not park on the storage tank site.
 2. It shall be the responsibility of the CONTRACTOR to obtain any permits required from the City of Ann Arbor and pay all associated fees.
 3. The CONTRACTOR shall be responsible for removal of snow in areas of the CONTRACTOR's work.

1.09 GUARANTEE

- A. The CONTRACTOR shall be present for a site inspection before the warranty expires. At this time, the OWNER will develop a punch list of deficiencies to be addressed by the CONTRACTOR. The CONTRACTOR shall address these items within 14 days of the inspection.

1.010 PERMITS

- A. The CONTRACTOR will be required to follow the requirements established by all permits necessary for the construction of this project. The following is a list of all permits that must be obtained prior to the beginning of construction.
 1. MDEQ Part 399 Permit Application for Water Supply Systems
- B. CONTRACTOR may be required to obtain a permit from the City of Ann Arbor should any part of project mobilization or project activities interfere with traffic on a City street.
- C. The MDEQ Permit shall be applied for by the ENGINEER. All requirements set by this permit shall be followed by the CONTRACTOR.

1.011 RESTORATION OF DISTURBED LAWN AREAS

- A. Recondition existing lawn areas damaged by CONTRACTOR's operations including storage of materials and equipment and movement of vehicles.
- B. All lawn areas shall be restored to a condition that is equal to or better than prior to construction.

- C. Construction methods for seeding and mulching shall be in accordance with the City of Ann Arbor Public Services Department Standard Specifications, Division VIII – Landscaping and Restoration.
- D. Seeding dates, kinds of seed and rates shall be as follows:
 - April 15 – October 10
 - Perennial Ryegrass (44 lb/acre)
 - Kentucky Bluegrass (66 lb/acre) and
 - Creeping Red Fescue (110 lb/acre)
- E. Contractor’s obligation for lawn restoration shall not be relieved until the grass seed has germinated and covered the disturbed area to a density similar to surrounding, undisturbed areas.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 CONTROL OF WATER POLLUTION

- A. General Requirements
 - 1. The CONTRACTOR shall conduct his work in such manner as to prevent the entry of fuels, oils, bituminous materials, chemical, sewage or other harmful materials into the City’s water supply or on to the soil.
 - 2. The CONTRACTOR shall take all necessary precautions to prevent the entry of these harmful materials including the use of tarps, planks, protective trusses or scaffolding systems, or other OWNER and ENGINEER approved methods.
 - 3. Any vehicles or equipment with oil, fuel, or other fluid leaks shall not be allowed on the site and shall be immediately removed upon detection.

END OF SECTION

SECTION 01 27 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: This Section specifies administrative and procedural requirements for measurement and payment. Payment for Work under this Contract will be made on a unit price or lump sum basis for Work actually completed. Final measurements of the Work will be taken by ENGINEER to determine the amount of Work completed. The method of applying the unit prices to measured quantities shall be as specified in this Section.

1.02 OWNER'S INSTRUCTIONS

- A. Payment will only be made for items listed on Bid Form. The costs for other Work required for a complete Project will be included in the prices Bid for the other items of Work listed on Bid Form.
- B. Payment for each item will be in accordance with Paragraph 11.03 of the General Conditions, and include all applicable labor, material, equipment, and ancillary items to complete the Work specified.
- C. All measurements shall be rounded to the nearest whole unit.

1.03 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by ENGINEER and paid for by OWNER.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. The date for each progress payment will be determined at the Pre-Construction Conference. The period of construction Work covered by each Application for Payment is 1 month. Actual start/end dates will be determined at the Pre-Construction Conference.
- D. Use the AIA (American Institute of Architects) Application and Certification for Payment form for Applications for Payment.
 - 1. Complete every entry on the form, including execution by person authorized to sign legal documents on behalf of CONTRACTOR.
 - 2. Incomplete applications will be returned without action.
- E. Initial Application for Payment: Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. CONTRACTOR's Construction Schedule (preliminary if not final).
 - 4. Schedule of principal products.
 - 5. Submittal Schedule (preliminary if not final).

- F. Application for Payment at Substantial Completion: Administrative actions and submittals that shall proceed or coincide with this application include:
 - 1. Warranties (guarantees) and maintenance agreements.
 - 2. Maintenance instructions.
 - 3. Start-up performance reports.
 - 4. Changeover information related to OWNER's occupancy, use, operation, and maintenance.
 - 5. Final cleaning.
 - 6. Application for reduction of retainage, and consent of surety.
 - 7. Final progress photographs.
 - 8. List of incomplete Work, recognized as exceptions to ENGINEER's Certificate of Substantial Completion.

- G. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
 - 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Assurance that unsettled claims will be settled.
 - 4. Assurance that Work not complete and accepted will be completed without undue delay.
 - 5. Transmittal of required Project construction records to OWNER.
 - 6. Proof that taxes, fees, and similar obligations have been paid.
 - 7. Removal of temporary facilities and services.
 - 8. Removal of surplus materials, rubbish, and similar elements.
 - 9. CONTRACTOR's waivers of liens for Project.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

SCHEDULE OF UNIT PRICES

Description: Dry Interior Coating
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes coating of Water Storage Tank Dry Interior, fill pipe and pit piping, including surface preparation, containment system and all related work.

Description: Containment and Exterior Coating
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes coating of Water Storage Tank Exterior, including surface preparation and containment system and all related work.

Description: Art Painting on Tank Exterior
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes painting of art and lettering on Water Storage Tank Exterior, including surface preparation and containment system and all related work.

Description: All Other Work
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes installation of overflow flapgate, bowl manway gasket replacement, access tube hatch replacement, installation of frost free roof vent and mud valve, replace expansion joint and fill pipe insulation, door locking mechanism replacement, miscellaneous metal and structural modifications to platforms and ladders, site restoration, temporary facilities and all related work as shown on Contract Drawings and as specified.

Description: Disinfection/Start-up
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes disinfection, disposal of disinfected water, coordination with the City of Ann Arbor for tank commissioning and all related work.

Description: Final Closeout
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes work in specification 01 77 00 and other work necessary to close-out contract.

Description: Install Frost-free Roof Vent on New Flange
Payment: Lump Sum.
Measurement: Each.
Work Required: Includes preparing surface (cut hole) and installation of a new vent on the tank. Work is inclusive of removing the existing vent from the hatch..

END OF SECTION

SECTION 01 29 00 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements governing CONTRACTOR's Applications for Payment.
- B. Related Sections:
 - 1. CONTRACTOR's Schedule of Unit Prices is included in Section 01 27 00.
 - 2. CONTRACTOR's Construction Schedule and Submittal Schedule are included in Section 01 33 00.

1.02 OWNER'S INSTRUCTIONS

- A. Schedule of Values:
 - 1. Coordinate preparation of Schedule of Values with preparation of CONTRACTOR's Construction Schedule.
 - 2. Correlate line items on Schedule of Values with other required administrative schedules and forms, including:
 - a. CONTRACTOR's Construction Schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 - d. Schedule of Allowances.
 - e. Schedule of Alternates.
 - f. List of products.
 - g. List of principal suppliers and fabricators.
 - h. Schedule of Submittals.
 - 3. Submit Schedule of Values to ENGINEER at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
 - 4. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for Schedule of Values.
 - 5. Identification: Include the following Project identification on Schedule of Values:
 - a. Project name and location.
 - b. Name of ENGINEER.
 - c. Project number.
 - d. CONTRACTOR's name and address.
 - e. Date of submittal.
 - 6. Arrange Schedule of Values in a tabular form with separate rows for each Specification Section and separate columns for each major structure or area of Work.
 - 7. Provide a breakdown of the Contract Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
 - 8. Round off amounts to the nearest whole dollar; the total shall equal the Contract Price.
 - 9. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items

- on Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
10. Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually on Applications for Payment. Each item on Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 11. At CONTRACTOR's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items on Schedule of Values or distributed as general overhead expense.
 12. Update and resubmit Schedule of Values when Change Orders or Work Change Directives result in a change in the Contract Price.
 13. A Lump Sum payment equal to 1-1/2% of the total Bid Price (to include all bonds, insurance, etc.) will be allowed for "mobilization" as a progress payment line item. The actual cost of bonds and insurance (up to maximum payment of 1-1/2%) will be considered in the initial payment request provided that cost documentation suitable to the OWNER is furnished by the CONTRACTOR. Any outstanding balance of the mobilization line item will be payable when the Project work is 10% complete as indicated by the approved progress payments (less costs of mobilization and stored equipment).
 14. Schedule of Values should reserve no less than 5% of lump sum cost to close out Work.
- B. Initial Application for Payment: Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Submittal Schedule (preliminary if not final).
- C. Applications For Payment:
1. Each Application for Payment shall be consistent with previous applications and payments as certified by ENGINEER and paid for by OWNER.
 2. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
 3. The date for each progress payment will be determined at the Pre-Construction Conference. The period of construction Work covered by each Application for Payment is 1 month. Actual start/end dates will be determined at the Pre-Construction Conference.
 4. Use the AIA (American Institute of Architects) Application and Certification for Payment form for Applications for Payment.
 5. Complete every entry on the form, including execution by person authorized to sign legal documents on behalf of CONTRACTOR. Incomplete applications will be returned without action.
 6. Entries shall match data on Schedule of Values and CONTRACTOR's Construction Schedule. Use updated Schedules if revisions have been made.
 7. Include amounts of Change Orders and Work Change Directives issued prior to the last day of the construction period covered by the application.
 8. Submit 3 executed copies of each Application for Payment to ENGINEER; Each copy shall be complete, including waivers of lien and similar attachments, when required.

9. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to ENGINEER.

D. Application for Payment at Substantial Completion:

1. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall proceed or coincide with this application include:
 - a. Warranties (guarantees) and maintenance agreements.
 - b. Maintenance instructions.
 - c. Final cleaning.
 - d. Application for reduction of retainage and consent of surety.
 - e. Final progress photographs.
 - f. List of incomplete Work, recognized as exceptions to ENGINEER'S Certificate of Substantial Completion.

E. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of required Project construction records to OWNER.
4. Proof that taxes, fees, and similar obligations have been paid.
5. Removal of temporary facilities and services.
6. Removal of surplus materials, rubbish, and similar elements.
7. CONTRACTOR's waivers of mechanics liens for Project.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 00 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Scheduling
 - a. Coordination of Work under this Contract.
 - b. Administrative and supervisory personnel.
 - 2. Pre-Construction Conference.
 - 3. Pre-Installation Conference.
 - 4. Progress meetings.
 - 5. Inspections
 - 6. Disinfection
 - 7. Start-Up
 - 8. General installation provisions.
 - 9. Cleaning and protection.
- B. Related Sections Specified Elsewhere:
 - 1. Division of Work and specific construction milestones in Section 01 11 00.
 - 2. Requirements for CONTRACTOR's Construction Schedule are included in Section 01 33 00.
 - 3. Closeout procedures are included in Section 01 77 00.

1.02 SUBMITTALS

- A. Within 15 days of Notice to Proceed, submit a list of CONTRACTOR's principal staff assignments, including the Superintendent and other personnel in attendance at Site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

1.03 SCHEDULING

- A. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair. Make adequate provisions to accommodate items scheduled for later installation.
- B. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Site in accordance with Laws or Regulations. CONTRACTOR shall train CONTRACTOR's employees on use of these sheets and shall keep a master copy on hand at Site.
- C. Coordination with Other Contractors:
 - 1. CONTRACTOR shall so conduct CONTRACTOR's operations as not to interfere with or injure the Work of other Contractors or workmen employed on adjoining or related Work, and

CONTRACTOR shall promptly make good any injury or damage which may be done to such Work by CONTRACTOR or CONTRACTOR's employees or agents.

2. Should a contract for adjoining Work be awarded to another CONTRACTOR, and should the Work on one of these contracts interfere with that of the other, ENGINEER shall decide which contract shall cease Work for the time being and which shall continue, or whether Work on both contracts shall continue at the same time and in what manner.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

1.02 PRE-CONSTRUCTION CONFERENCE

A. ENGINEER will schedule a Pre-Construction Conference and organizational meeting at the Site or other convenient location prior to commencement of construction activities to review responsibilities and personnel assignments.

B. Attendees: OWNER, ENGINEER, CONTRACTOR and its superintendent, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:

1. Tentative Construction Schedule.
2. Critical Work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, product data, and samples.
8. Preparation of Record Documents.
9. Use of the premises.
10. Office, Work, and storage areas.
11. Equipment deliveries and priorities.
12. Safety procedures.
13. First aid.
14. Security.
15. Housekeeping.
16. Working hours.

1.03 PRE-INSTALLATION CONFERENCE

A. Where specified, CONTRACTOR, supplier, and ENGINEER shall meet on Site and discuss tools, techniques, and procedures for installation of products and equipment prior to performing the Work.

1.04 PROGRESS MEETINGS

- A. Attendees: In addition to representatives of OWNER and ENGINEER, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- B. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- C. CONTRACTOR's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to CONTRACTOR's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- D. Reporting: ENGINEER will prepare and distribute copies of minutes of the meeting to each party present and to other parties who should have been present. The minutes will include a brief summary, in narrative form, of progress since the previous meeting and report.
- E. Schedule Updating: CONTRACTOR shall revise Construction Schedule after each progress meeting where revisions to Schedule have been made or recognized. Issue revised Schedule no later than 3 days after the progress meeting date to ENGINEER for distribution concurrently with the progress meeting minutes.

1.05 INSPECTIONS

- A. CONTRACTOR shall participate in inspections with OWNER and/or ENGINEER as needed throughout the project.

1.06 DISINFECTION

- A. CONTRACTOR shall disinfect the tank prior to start up following the standard procedures of AWWA Standard C652 Chlorination Method No. 3. CONTRACTOR shall furnish the material, and labor necessary to disinfect the structure in the required manner.
- B. CONTRACTOR shall be responsible for obtaining samples and delivering same to the City of Ann Arbor WTP for laboratory analysis.
- C. CONTRACTOR shall disinfect the water main piping per the AWWA standard C651-05 Disinfecting Water Mains.
- D. All disinfection shall be scheduled and coordinated with the City, providing minimum of 7 days of notice.
- E. Potable water piping and water mains shall be flushed and disinfected in accordance with AWWA C 651, continuous feed or slug method. All potable water piping shall be flushed. Disinfection may precede or follow pressure testing; however, new Work shall not be connected to

existing piping or water mains until two consecutive samples taken 24 hours apart have passed bacteriological tests.

- F. Provide all temporary piping, fitting, backflow preventers, disinfectant feeding equipment, sampling, and laboratory testing necessary to complete the flushing and disinfection procedure. ENGINEER shall be notified of flushing and disinfection schedules, and shall witness the sampling.
- G. Water vented to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water.
- H. Contractor shall dispose of the high residual chlorine water by a method approved by ENGINEER. If disposal is to a storm or sanitary sewer, CONTRACTOR shall dechlorinate before discharge in accordance with AWWA C655. In no event will water used to disinfect be allowed to enter the distribution system.
- I. Liquid Chlorination: As a minimum, CONTRACTOR shall have on hand the following equipment when using or storing chlorine cylinders:
 - 1. Chlorine cylinder repair kit, Chlorine Institute Type A or B as appropriate.
 - 2. Self-contained breathing apparatus with 30-minute air supply and a spare 30-minute tank.
 - 3. CONTRACTOR shall also have a spare injector available at all times.
- J. CONTRACTOR shall pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work or defective testing.
- K. Disinfection Products:
 - 1. Liquid Chlorine: Liquid chlorination may be allowed subject to approval of ENGINEER, OWNER, and Fire Marshal. Liquid chlorine shall meet the requirements of AWWA B301.
 - 2. Sodium Hypochlorite shall meet the requirements of AWWA B300. Containers shall have an expiration date marked at time of shipment to ensure that excessive deterioration has not occurred.
 - 3. Calcium Hypochlorite shall meet the requirements of AWWA B300.

1.10 START-UP

- A. CONTRACTOR shall coordinate the start-up of the water tank with the City and the Contractor for Contract No. 1. The City shall be notified not less than 10-days prior to start-up.

1.11 NOTIFICATIONS

- A. The City of Ann Arbor requires notification of staff prior to assisting with valve operation. Time requirements for advanced notification follow:

<u>Item</u>	<u>Notice to Owner (days)</u>	<u>Liquidated Damages</u>
Disinfection	7	\$250/day
Start-up	10	\$250/day

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals, including, but not necessarily limited to, the following:
 - 1. CONTRACTOR's Construction Schedule.
 - 2. Schedule of Values
 - 3. Submittal Schedule.
 - 4. Shop Drawings.
 - 5. Product data.
 - 6. Progress photographs.
 - 7. Record photographs.

- B. Topics covered elsewhere include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of subcontractors.

1.02 SCHEDULE OF VALUES

- A. Within fourteen (14) days after issuance of Notice to Proceed, CONTRACTOR shall submit two (2) copies of the proposed schedule of values for the ENGINEER's review and approval.
- B. Schedule of values shall meet requirements of Section 01 29 00.
- C. Schedule of values shall be revised as needed based on ENGINEER's comments.
- D. Schedule of values shall be organized according to specification divisions.
- E. Schedule of values shall include sections for tracking all costs associated with each stage of the project.

1.03 SUBMITTALS

- A. Bonds and Insurance Certificates shall be submitted to and approved by OWNER prior to executing the contract and prior to the initiation of any construction on Site.
- B. Permits, Licenses, and Certificates: For OWNER's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents; correspondence and records established in conjunction with compliance with standards; and regulations bearing upon performance of the Work.

1.04 SUBMITTAL PROCEDURES

A. Coordination:

1. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
4. ENGINEER reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation shall not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. ENGINEER will review and return submittals with reasonable promptness, or advise CONTRACTOR when a submittal being processed must be delayed for coordination or receipt of additional information by putting the submittal "On Hold" and returning a transmittal identifying the reasons for the delay.
3. No extension of Contract Time will be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of the Work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4 inches by 5 inches on the label or beside the title block on submittals not originating from CONTRACTOR to record CONTRACTOR's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of ENGINEER.
 - d. Name and address of CONTRACTOR.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
4. Any markings done by CONTRACTOR shall be done in a color other than red. Red is reserved for ENGINEER's marking.
5. The number of copies to be submitted will be determined at the pre-construction conference. Reproduces may be submitted and will be marked and returned to CONTRACTOR. Blue or black line prints shall be submitted in sufficient quantity for distribution to ENGINEER and OWNER recipients.

D. Submittal Transmittal:

1. Package each submittal appropriately for shipping and handling. This shall include an index either on the transmittal or within the submittal itself. Transmit each submittal from

CONTRACTOR to ENGINEER using a transmittal form. Submittals received from sources other than CONTRACTOR will be returned without action. Use separate transmittals for items from different specification sections. Number each submittal consecutively beginning with the specification section. Resubmittals should have the same number as the original, plus a letter designation for each resubmittal (i.e., 01 33 00-1-A, 01 33 00-1-B, etc.).

2. Indicate on the transmittal relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include CONTRACTOR's certification that information complies with Contract Document requirements. On resubmittal, all changes shall be clearly identified for ease of review. Resubmittals shall be reviewed for the clearly identified changes only. Any changes not clearly identified will not be reviewed and original submittal shall govern.

1.05 CONSTRUCTION SCHEDULE

- A. Within fourteen (14) days after issuance of the Notice to Proceed, the CONTRACTOR shall prepare three (3) copies of the proposed schedule and submit two (2) copies to the ENGINEER for review and approval. Hard copies of project schedule shall be in color with critical path shown. CONTRACTOR shall also submit electronic copy of schedule.
 1. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on Schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 2. Coordinate Construction Schedule with Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 3. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on Schedule to allow time for ENGINEER's procedures necessary for certification of Substantial Completion.
- B. Schedule Updating: Revise Schedule after each meeting or activity where revisions have been recognized or made within 48 hours following the meeting or activity. Updated schedule shall show all changes since previous submittal.

1.06 SUBMITTAL SCHEDULE

- A. After development and acceptance of Construction Schedule, prepare a complete Schedule of Submittals. Submit Schedule within 10 days of the date required for establishment of Construction Schedule.
- B. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products, as well as Construction Schedule.
- C. Prepare Schedule in chronological order; include submittals required during the construction period. Provide the following information:
 1. Scheduled date for the first submittal.
 2. Related Section number.
 3. Submittal category.
 4. Name of subcontractor.
 5. Description of the part of the Work covered.
 6. Scheduled date for resubmittal.

7. Scheduled date ENGINEER's final release or approval.
- D. Following response to initial submittal, print and distribute copies to ENGINEER, OWNER, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- E. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. Schedule Updating: Revise Schedule after each meeting or activity where revisions have been recognized or made within 48 hours following the meeting or activity.

1.07 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Nameplate data for equipment including electric motors shall be included on Shop Drawings. Electric motor data shall state the manufacturer, horsepower, service factor, voltage, enclosure type, oversize wiring box, etc.
- D. Shop Drawings shall indicate shop painting requirements to include type of paint and manufacturer.
- E. Standard manufactured items in the form of catalog work sheets showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, quantity, and all other pertinent information should be submitted and approved in a similar manner.
- F. Measurements given on Shop Drawings or standard catalog sheets, as established from Contract Drawings and as approved by ENGINEER, shall be followed. When it is necessary to verify field measurements, they shall be checked and established by CONTRACTOR. The field measurements so established shall be followed by CONTRACTOR and by all affected trades.
- G. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 36 inches by 48 inches.
- H. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.08 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as Shop Drawings.
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1. Manufacturer's printed recommendations.
 - 2. Compliance with recognized trade association standards.
 - 3. Compliance with recognized testing agency standards.
 - 4. Application of testing agency labels and seals.
 - 5. Notation of dimensions verified by field measurement.
 - 6. Notation of coordination requirements.
- C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.09 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, ENGINEER will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is CONTRACTOR's responsibility.
- B. Action Stamp: ENGINEER will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed, provided it complies with notation or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Rejected" or "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at Site, or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Acknowledge Receipt."
 - 5. The approval of ENGINEER shall not relieve CONTRACTOR of responsibility for errors on Drawings or submittals as ENGINEER's checking is intended to cover compliance with Drawings and Specifications and not enter into every detail of the shop work.

1.10 RECORD PHOTOGRAPHS

- A. CONTRACTOR shall take a minimum of 36 pre-construction photographs to document the condition of the site prior to beginning work.
- B. After final acceptance of the Work, 36 photographs shall be taken of each structure and major feature of the Project as directed by ENGINEER. These photographs shall be taken from points and at times directed by ENGINEER.
- C. Photographs shall include condition of Manchester Road, both before and after project.
- D. CONTRACTOR shall provide digital photos submitted on CD. File names should represent the subject matter of the photo. At the completion of the project, the CONTRACTOR shall print the photos on photographic paper (4"x6") and bind in a 3-ring binder, two photos per 8 ½ x 11 sheet.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: This Section specifies procedural and administrative requirements for temporary services and facilities.
- B. Provide and maintain temporary facilities and utilities required for construction; remove on completion of work.
- C. Temporary Utilities include, but are not limited to:
 - 1. Temporary electric power.
 - 2. Temporary lighting.
- D. Temporary Construction and Support Facilities include, but are not limited to:
 - 1. CONTRACTOR's storage sheds.
 - 2. Sanitary facilities (temporary toilets)
- E. Construction Buildings and Facilities include, but are not limited to.
 - 1. Temporary Project bulletin boards.
 - 2. Stairs.
 - 3. Hoists.
 - 4. Ongoing construction cleanup.
 - 5. Storage of equipment and material.
- F. Security and Protection Facilities required include, but are not limited to:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Security enclosure and lockup.
 - 4. Environmental protection.
 - 5. Control of noise.
 - 6. Dust control.
- G. Traffic Control Facilities required include, but are not limited to:
 - 1. Maintenance of traffic.

1.02 REFERENCES

- A. Natural Resources and Environmental Protection Act, P.A. 451 (Act 451) of 1994.
- B. Guidebook of Best Management Practices for Michigan Watersheds.
- C. Local Soil Erosion Control Ordinance or requirements.
- D. Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

- E. Codes and Standards:
 - 1. Comply with NFPA Code 241, "Building Construction and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library, "Temporary Electrical Facilities."
 - 2. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services," prepared jointly by AGC and ASC, for industry recommendations.
 - 3. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

1.03 SUBMITTALS

- A. Shop Drawings: Submit in accordance with Section 01 33 00, Shop Drawings covering the items included under this Section. Shop Drawing submittals shall include:
 - 1. Temporary Utilities: Submit a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to OWNER, change over from use of temporary service to use of the permanent service.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building Code requirements.
 - 2. Health and Safety regulations.
 - 3. Utility Company regulations.
 - 4. Police, Fire Department, and Rescue Squad rules.
 - 5. Environmental Protection regulations.
 - 6. State and Local Soil Erosion and Sedimentation Control regulations.
 - 7. National Fire Protection Association (NFPA):NFPA No.70-93
 - 8. National Electrical Code (NEC) and local amendments thereto.
 - 9. Comply with federal, state, and local codes and regulations, and utility company requirements.
- B. Inspection: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. Unless otherwise provided in these Specifications, CONTRACTOR shall make CONTRACTOR's own arrangements for electricity, gas, water, and temporary toilets for use during the construction of the Work and shall pay for all temporary facilities, connections, extensions, and services.
 - 1. Cost or use charges for temporary facilities are not chargeable to OWNER or ENGINEER, and will not be accepted as a basis of claims for a Change Order.
- B. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on Site.
- C. At the completion of the work, or when the temporary services are no longer required, the facilities shall be restored to their original conditions.

1.06 SEQUENCING AND SCHEDULING

- A. CONTRACTOR shall inform the local Fire Department in advance of CONTRACTOR's program of street obstruction and detours, so that the Fire Department can set up plans for servicing the area in case of an emergency.
 - 1. CONTRACTOR shall also notify the public agency having jurisdiction over the roads at least 1 week prior to obstructing any street.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide new materials; if acceptable to ENGINEER, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Water: Potable water service will be available through OWNER. CONTRACTOR shall be responsible for coordinating connections for temporary potable water service.

2.02 EQUIPMENT

- A. Provide new equipment; if acceptable to ENGINEER, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110 to 120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- D. Temporary Toilet Units: Provide self-contained single-occupant toilet units, properly vented and fully enclosed with a glass fiber-reinforced polyester shell or similar nonabsorbent material. CONTRACTOR shall coordinate location of temporary toilet units with ENGINEER.
- E. First Aid Supplies: Comply with governing regulations.
- F. Fire Extinguishers: Provide hand-carried, portable, UL rated, Class "A" fire extinguishers for temporary offices and similar spaces.
 - 1. In other locations, provide hand-carried, portable, UL rated, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
 - 2. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- G. Bulletin Board: Provide a weather-protected enclosed bulletin board at Site. The bulletin board shall be mounted in a conspicuous and public outside location.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they shall serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. Water Service and Distribution: CONTRACTOR shall at all times provide for CONTRACTOR's employees an abundant and convenient supply of cool drinking water taken from a potable source.
- B. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground fault interrupters, and main distribution switchgear.
 - 1. Provide, maintain, and remove temporary electric service facilities.
 - 2. Electrical requirements in excess of capacity of existing electrical service shall be responsibility of contractor.
- C. Temporary Lighting: Wherever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that shall fulfill security and protection requirements, without operating the entire system, and shall provide adequate illumination for construction operations and traffic conditions.
 - 2. Supply temporary lighting sufficient to enable contractor to safely access all work areas.
- D. Facilities exposed to weather shall be weatherproof-type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
- E. Pay for installation of temporary service.
- F. Patch affected surfaces and structures after temporary services have been removed.
- G. Provide explosion proof lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.
- H. Public and Private Utilities: Where any utilities, water, sewer, gas, telephone, or any other either public or private, are encountered, CONTRACTOR must provide adequate protection for them, and CONTRACTOR shall be held responsible for any damages to such utilities arising from CONTRACTOR's operations.
- I. Water for Construction

1. Owner will provide water required for cleaning and other purposes.
2. Water use shall not exceed usage that might endanger the owner's water system's integrity.

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Locate sanitary facilities, and other temporary construction and support facilities for easy access.
 1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to OWNER.
- B. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking water fixtures. Comply with regulations and health Codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best service the Project's needs.
 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
 2. Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 3. Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by ENGINEER.
- B. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 1. Provide supervision of welding operations and similar sources of fire ignition.
 2. Provide and maintain in working order a minimum of two fire extinguishers and such other fire protective equipment and devices would be reasonably effective in extinguishing fires.
- C. Private Owner Fences: No fences shall be removed or destroyed by CONTRACTOR without the written permission of ENGINEER. CONTRACTOR shall be held fully responsible for any damages caused by CONTRACTOR's work to adjoining fences. Fences that have to be removed shall be preserved and replaced in a manner acceptable to ENGINEER. Damaged material shall be replaced by new material.
- D. Contractor shall be responsible for loss or injury to persons or property where work is involved, and shall provide security and take precautionary measures to protect contractor's and owner's interests.
- E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise-

making tools and equipment to hours that will minimize complaints from persons or firms near the Site.

- F. Control of Noise: CONTRACTOR shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers.
- G. Dust Control: CONTRACTOR shall take all steps necessary for the alleviation or prevention of dust nuisance caused by or resulting from CONTRACTOR's operations and shall apply water or dust palliative, or both, as required. No direct payment will be made for any such Work performed or materials used to control dust from this Contract.

3.05 TRAFFIC CONTROL FACILITIES INSTALLATION

- A. Maintenance of Traffic: During the progress of Work, CONTRACTOR shall accommodate both vehicular and pedestrian traffic as provided in these Specifications.
 - 1. In the absence of specific requirements, CONTRACTOR shall maintain such traffic. Access to fire hydrants, water, and gas valves shall always be maintained.
 - 2. CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments and the Department of Public Works.
 - 3. Where streets are partially obstructed, CONTRACTOR shall place and maintain temporary driveways, ramps, bridges and crossings which, in the opinion of ENGINEER, are necessary to accommodate the public. In the event of CONTRACTOR's failure to comply with the foregoing provisions, OWNER may, with or without notice, cause the same to be done and deduct the cost of such Work from any monies due or to become due CONTRACTOR under this Contract; but the performance of such Work by OWNER, or at OWNER's insistence, shall serve in no way to release CONTRACTOR from CONTRACTOR's liability for the safety of the traveling public.
 - 4. CONTRACTOR shall inform the local Fire Department in advance of CONTRACTOR's program of street obstruction and detours, so that the Fire Department can set up plans for servicing the area in case of an emergency. CONTRACTOR shall also notify the public agency having jurisdiction over the roads at least 1 week prior to obstructing a road.

3.06 FIELD QUALITY CONTROL

- A. Any unforeseen situations that may be encountered during the course of construction that may cause accelerated erosion and deposition of sediment into waterways shall be controlled by methods that may include sediment traps, sediment basins, or other measures. Any slope failures or development of gullies after construction has been completed shall be corrected immediately.
- B. Should the local Regulatory Agency determine at any time during construction that the construction operation is in violation of the Natural Resources and Environmental Protection Act, P.A. 451 (Act 451) of 1994 and cite OWNER, CONTRACTOR or Subcontractor shall take immediate action, as directed by OWNER, to ensure compliance with the Act.

3.07 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
- C. Termination and Removal: Unless ENGINEER requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of CONTRACTOR. OWNER reserves the right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.
- D. Damage to Existing Property:
 - 1. Contractor is responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, and other existing assets.
 - 2. Owner has the options of contracting for such work and having cost deducted from contract amount if the contractor is not qualified.
- E. Barriers and Enclosures: The contractor shall furnish, install, and maintain as long as necessary, and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The contractor shall hold the owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

END OF SECTION

SECTION 01 53 43 - PROTECTION of ENVIRONMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Contractor in executing work shall maintain work areas, on-and-off site, free from environmental pollution that would be in violation of federal, state, or local regulations.

1.02 PROTECTION of SEWERS

- A. Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

1.03 PROTECTION of WATERWAYS

- A. Observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.
- B. Provide containment that will divert flows, including storm flows and flows created by construction activity, to prevent loss of residues and excessive silting of waterways or flooding damage to property.
- C. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from all Construction Activity," Manual EPA 43019-73-007.

1.04 DISPOSAL of EXCESS EXCAVATED and OTHER WASTE MATERIALS

- A. Dispose waste material in accordance with federal and state codes, and local zoning ordinances.
- B. Unacceptable disposal sites include, but are not limited to, sites within wetland or critical habitat, and sites where disposal will have detrimental affect on surface water or groundwater quality.
- C. Make arrangements for disposal subject to submission of proof to engineer that owner(s) of proposed site(s) has valid fill permit issued by appropriate government agency and submission of haul route plan, including map of proposed route(s).
- D. Provide watertight conveyance for liquid, semi-liquid, or saturated solids that tend to bleed during transport. Liquid loss from transported materials not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.
- E. Waste generated by abrasive blast cleaning is detailed in Section 09 97 13.

1.05 PROTECTION of AIR QUALITY

- A. Contain paint aerosols and V.O.C.'s by acceptable work practices.
- B. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by contractor, and encouraging shutdown of motorized equipment not actually in use.
- C. Trash burning not permitted on construction site.
- D. If temporary heating devices are necessary for protection of work, they shall not cause air pollution.

1.06 PROTECTION from FUEL and SOLVENTS

- A. Submit plans and photos, or drawings of all containment structures, planned paint storage procedures, planned paint mixing (as it relates to possible spillage), and paint waste disposal.
- B. All required material must be submitted prior to the precon meeting. No equipment may be delivered to the site without approval of submittals.
- C. The owner reserves the right to restrict equipment location.
- D. Protect the ground from spills of fuel, oils, petroleum distillates, or solvents by use of containment system.
 - 1. Total paint, thinner, oils, and fuel delivered to and stored on-site cannot exceed supplied capacity of spill containment provided (i.e. fuel and oil to be sized to exceed possible spill).
 - 2. Do not leave nozzle while fueling.
 - 3. Provide a different containment unit under fuel tank and oil reservoirs for all equipment and fuel storage tanks.
 - 4. Barrels of solvents, even for cleaning, are prohibited. Do not deliver paint thinners in containers greater than five (5) gallons.
- E. Disposal of waste fluids shall be in conformance with federal, state, and local laws and regulations.

1.07 USE of CHEMICALS

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of U.S. EPA, U.S. Department of Agriculture, state, or other applicable regulatory agency.
- B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's written instructions and applicable regulatory requirements.

1.08 NOISE CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Route vehicles carrying materials over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00 P.M. and 7:00 A.M., or on Saturdays, Sundays, or legal holidays unless approved by owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 HAZARDOUS MATERIALS PROJECT PROCEDURES

- A. Applicable Regulations:
 - 1. RCRA, 1976 – Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage and disposal of hazardous wastes nationally.
 - 2. Act 64, 1979 – Michigan’s Hazardous Waste Management Act: This statute regulates generation, transportation, treatment, storage, and disposal of hazardous wastes.
 - 3. Act 641 as amended 1990 – Michigan’s Solid Waste Act: This statute regulates generation, transportation, treatment, storage and disposal of solid wastes.
- B. Use the Uniform Hazardous Waste Manifest (shipping paper) to use an off-site hazardous waste disposal facility.

- C. Federal, State and local laws and regulations may apply to the storage, handling and disposal of hazardous materials and wastes. The list below includes the regulations which are most frequently encountered:

<u>Topic</u>	<u>Agency and Telephone Number</u>
Small quantity hazardous waste management, including hazardous waste stored in tanks	Hazardous Waste Division, DEQ (517) 373-2730 in Lansing, or District Office Certified County Health Department
Disposal of heavy metals into municipal sanitary sewers	Contact the superintendent of your wastewater treatment plant for permission
Hazard Communication Standards (for chemical in the workplace)	Occupational Health Division, Michigan Department of Consumer and Industrial Services (517) 373-1410
Burning of waste oil and other discharges to the air	Air Quality Division, DEQ (517) 322-1333 in Lansing, or District Office
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal

- D. Department of Environmental Quality
 Hazardous Waste Division
 Compliance Section District Offices

Jackson District Office
 301 E. Louis Glick Hwy.
 Jackson, MI 49201
 (517) 780-7690
 (517) 780-7855 (fax)

END OF SECTION

SECTION 01 77 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for Contract closeout including, but not limited to:
 - 1. Warranties and Bonds.
 - 2. Requirements for Substantial Completion.
 - 3. Project record document submittal.
 - 4. Equipment acceptance.
 - 5. Operating and maintenance manual submittal.
 - 6. Final cleaning.
- B. Certifications and other commitments and agreements for continuing services to OWNER are specified elsewhere in the Contract Documents.

1.02 WARRANTY REQUIREMENTS

- A. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve CONTRACTOR of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with CONTRACTOR.
- B. **Related Damages and Losses:** When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- C. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- E. **OWNER's Recourse:** Written warranties made to OWNER are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which OWNER can enforce such other duties, obligations, rights, or remedies.
- F. **Rejection of Warranties:** OWNER reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

- G. OWNER reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Price.
 - 2. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 3. Advise OWNER of pending insurance changeover requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance agreements, O&M Manuals, final certifications, and similar documents.
 - 5. Obtain and submit releases enabling OWNER unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
 - 6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, ENGINEER will either proceed with inspection or advise CONTRACTOR of unfilled requirements.
 - 1. ENGINEER will prepare the Certificate of Substantial Completion following inspection, or advise CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
 - 2. ENGINEER will repeat inspection when requested and assured that the Work has been substantially completed.
 - 3. Results of the completed inspection will form the basis of requirements for final acceptance.
- C. The warranty period for specific portions of the Work will begin on the date established on Component Acceptance Form or at such other date as agreed by OWNER, ENGINEER, and CONTRACTOR.

1.04 FINAL ACCEPTANCE

- A. Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Price.
 - 3. Submit a copy of ENGINEER's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by ENGINEER.
 - 4. Submit consent of surety to final payment.
 - 5. Submit a final liquidated damages settlement statement.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Submit record drawings, maintenance manuals, final Project photographs, damage or settlement survey, property survey, and similar final record information.
 8. Deliver tools, spare parts, extra stock, and similar items.
 9. Make final changeover of permanent locks and transmit keys to OWNER. Advise OWNER's personnel of changeover in security provisions.
 10. Complete start-up testing of systems, and instruction of OWNER's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 11. Meet all other conditions of the contract.
- B. Reinspection Procedure: ENGINEER will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to ENGINEER.
1. Upon completion of reinspection, ENGINEER will prepare a certificate of final acceptance as shown in the end of this Section, or advise CONTRACTOR of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated.

1.05 SUBMITTALS

- A. Submit written warranties to ENGINEER prior to the date certified for Substantial Completion. If ENGINEER's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of ENGINEER.
- B. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

1.06 RECORD DOCUMENT SUBMITTALS

- A. Record Drawings:
1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown.
 2. Mark whichever Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 3. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 4. Mark new information that is important to OWNER, but was not shown on Contract Drawings or Shop Drawings.
 5. Note related Change Order numbers where applicable.
 6. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.

- B. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.
 - 1. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to ENGINEER for OWNER's records.
- C. Operation and Maintenance Manuals: Submit in accordance with requirements of Section 01 60 00, operation and maintenance manuals for items included under this Section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 COMPONENT ACCEPTANCE

- A. Component Acceptance Certificate: For each item of equipment incorporated into the Project, ENGINEER will issue a Component Acceptance Certificate as shown at the end of this Section.
- B. The certificate will certify that the equipment installation is complete, that manufacturer-provided inspection and start-up services and training have taken place, and that OWNER has beneficial use of the equipment.
- C. The data on the Component Acceptance Certificate may be used to establish the time of beginning for the warranty period for that piece of equipment, if OWNER begins to use it at that time.

3.02 FINAL CLEANING

- A. General cleaning during construction is required by the General Conditions and included in Section 01 31 00 and 01 50 00.
- B. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in typical municipal elevated water storage tank.
- C. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion as shown at the end of this Section.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - 3. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition.
 - 4. Clean Site, including landscape development areas, of rubbish, litter, accumulated debris, surplus materials of any kind which result from its operation, including construction equipment, tools, sheds, sanitary enclosures, etc., and foreign substances.
 - 5. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth even-textured surface.

6. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications. In the absence of any portion of these requirements, the CONTRACTOR shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the OWNER.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
 - E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 1. Do not burn waste materials. Do not bury debris or excess materials on OWNER's property.
 2. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
 3. Remove waste materials from Site and dispose of in a lawful manner.
 - F. Where extra materials of value remaining after completion of associated Work have become OWNER's property, arrange for disposition of these materials as directed.

END OF SECTION

CERTIFICATE OF COMPONENT ACCEPTANCE

Contract _____
 Contract No. _____
 Date Issued: _____
 Specification Section No. _____
 Equipment Item: _____
 Manufacturer: _____
 Manufacturer's Representative: _____ Phone _____
 Address: _____

The representative named above hereby approves the equipment installation, and certifies that:

1. The equipment has been properly installed and lubricated.
2. The equipment is in accurate alignment.
3. The equipment is free from any undue stress imposed by connecting piping or anchor bolts.
4. The equipment has been operated under *full load conditions* and that it operated satisfactorily to ENGINEER.
5. OWNER's Representative has been instructed in the proper lubrication and operation of the equipment.
6. OWNER's Representative has been given a copy of all test data recorded during the installation check including speed, noise level, vibration, etc. (If no data was taken, so state below.)

The manufacturer's representative takes no exceptions to the above unless such exceptions are written below:
 (Continue on another sheet if required.)

Manufacturer's Representative	Date	Signature
Witnesses:		
Contractor's Representative	Date	Signature
Emily Schlanderer		
Owner's Representative (Engineer)	Date	Signature
Owner	Date	Signature

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract _____
Contract No. _____
Date Issued: _____
OWNER _____
CONTRACTOR _____

This Certificate of Substantial Completion applies to all Work under the Contract.

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative punch list of items to be completed or corrected is attached hereto as Attachment No. A. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR by _____, _____.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees pending final payment shall be as follows:

OWNER: Shall perform and/or maintain insurances, if any, in accordance with Article 5 of the General Conditions, and allow CONTRACTOR reasonable access to complete or correct items on the tentative list. Additional responsibilities are:

CONTRACTOR: Shall perform and/or maintain Site security, temporary facilities, Bonds and insurances in accordance with Article 5 of the General Conditions, and protect the Work. Additional responsibilities are:

The following documents are attached to and made a part of this Certificate:

Attachment A: Tentative Punch List of Items to be completed prior to Final Payment (Pages 1 to 2, inclusive).

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

CERTIFICATE OF FINAL COMPLETION

Contract _____
Contract No. _____
Date Issued: _____
OWNER _____
CONTRACTOR _____

This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, in accordance with Paragraph 14.06 of the General Conditions, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

CONTRACTOR's general warranty and guarantee period commences on ____ __ and terminates on ____ ____.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to correct defective Work in accordance with the General Conditions of the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

SECTION 02 22 50 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Selective Demolition Work requires selective removal and off-Site disposal of following:
 - 1. Portions of building structure shown on Drawings or required to accommodate new construction.
 - 2. Removal of interior partitions marked "remove" on Drawings.
 - 3. Removal of doors and frames marked "remove" on Drawings. Removal of built-in casework marked "remove" on Drawings. Removal of existing windows shown as "bricked-in."
 - 4. Removal and protection of existing fixtures and equipment items shown or marked as "remove and salvage."
 - 5. Removal, protection, and reinstallation of existing fixtures and equipment items shown or marked as "remove and reinstall."
- B. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Sections, apply to Work of this Section.

1.02 DEFINITIONS

- A. Remove: Remove and dispose of items shown or scheduled. Discard demolished or removed items except for those shown to remain, those shown as reinstalled, those shown as salvaged, and historical items that are to remain OWNER's property.
- B. Remove and Salvage: Items shown as "remove and salvage" remain OWNER's property. Carefully remove and clean salvage items; pack or crate to protect against damage.
- C. Remove and Reinstall: Remove items shown; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in same location or in location shown.
- D. Existing to Remain: Protect construction or items shown to remain against damage during selective demolition operations. When permitted by ENGINEER, CONTRACTOR may elect to remove items to suitable, protected storage location during selective demolition and properly clean and reinstall items in their original locations.

1.03 SUBMITTALS

- A. Shop Drawings: Submit in accordance with Section 01 33 00, Shop Drawings covering the items included under this Section. Shop Drawing submittals shall include:
 - 1. Proposed dust control measures.
 - 2. Proposed noise control measures.
 - 3. Proposed haul routes between Site and disposal areas before commencing this Work.
- B. Submit Schedules listed below to OWNER.

1. Detailed sequence of selective demolition and removal Work, with starting and ending dates for each activity.
 2. Inventory list of removed existing equipment not reused in Contract Work. Submit lists to OWNER. OWNER to determine or select items for retention by OWNER.
 3. Inventory list of removed and salvaged items.
 4. Inventory list of OWNER-removed items.
 5. Interruption of utility service.
 6. Coordination for shutoff, capping, and continuation of utility services.
 7. Use of elevator and stairs.
- C. Inventory list of existing equipment to be removed and not reused in Work. OWNER to determine or select items for retention by OWNER.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
1. Demolition operations shall comply with OSHA and EPA requirements and EPA notification regulations insofar as they apply to selective demolition Work under this Contract.
 2. Comply with hauling and disposal regulations of authorities having jurisdiction.
 3. If hazardous materials are found during selective demolition operations, comply with applicable paragraphs of General Conditions.
- B. Pre-Installation Meetings:
1. Do not close, block, or obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction.
 - a. Use alternative routes around closed or obstructed routes if required by governing regulations.
 2. Coordinate with OWNER's continuing occupation of portions of existing building, with OWNER's partial occupancy of completed new addition, and with OWNER's reduced usage during summer months.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Disassemble or cut large equipment items into smaller pieces to promote safe removal and transportation.
1. Transport and unload items requested by OWNER at designated Site within distance of 5 miles.
 2. Haul away and dispose of debris and materials neither retained by OWNER, nor reused or reinstalled.
 3. Arrange for disposal areas.
 4. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- B. Unloading Salvage Items: Where shown on Drawings as "Remove and Salvage," carefully remove shown items, clean, store, and turn over to OWNER and obtain receipt. OWNER will designate site for receiving items.
- C. Handling: CONTRACTOR shall take every precaution to prevent spillage of materials being hauled in public streets.

1. It shall be CONTRACTOR's responsibility to immediately clean spillage that may accidentally occur.
2. Do not burn removed material on or within Project Site.

1.06 PROJECT CONDITIONS

- A. Materials Ownership:
1. Salvage Materials: Demolished materials shall become CONTRACTOR's property, except for items or materials shown as reused, salvaged, reinstalled, or otherwise shown to remain OWNER's property. Remove demolished material promptly from Site with further disposition at CONTRACTOR's option.
 2. Historical artifacts, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historical significance remain property of OWNER. Notify OWNER's Representative when these items are found and obtain method of removal and salvage from OWNER.
 3. Transport items of salvageable value to CONTRACTOR (CONTRACTOR's area) as they are removed. Storage or sale of demolition items on-Site is not allowed.
- B. Environmental Requirements: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations relating to environmental protection. Do not use water when it may create hazardous or objectionable conditions including ice, flooding, and pollution.
- C. Existing Conditions: OWNER will be continuously occupying building areas immediately adjacent to selective demolition areas.
- D. OWNER assumes no responsibility for actual condition of items or structures scheduled for selective demolition.
- E. OWNER will maintain conditions existing at Contract commencement insofar as practical. However, variations within structure may occur by OWNER's removal and salvage operation before selective demolition Work begins.

1.07 SEQUENCING

- A. Conduct selective demolition Work in manner that minimizes need for disruption or interference of OWNER's normal on-Site operations.
- B. Coordinate with OWNER's continuing occupation of portions of existing building, with OWNER's partial occupancy of completed new addition and OWNER's reduced usage during summer months.
- C. Include coordination for shutoff, capping, and continuation of utility services together with details for dust and noise control protection to ensure uninterrupted on-Site operations by OWNER.

1.08 SCHEDULING

- A. Schedule: Submit schedule showing proposed methods and sequence of operations for selective demolition Work to OWNER's Representative for review before commencement of Work.
- B. Arrange selective demolition schedule so as not to interfere with OWNER's on-Site operations.
- C. Give minimum of 72 hours advance notice to OWNER of demolition activities which affect OWNER's normal operations.
- D. Give minimum of 72 hours advance notice to OWNER if shutdown of service is necessary during changeover.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Site Verification of Conditions: Before beginning selective demolition Work, inspect areas of Work. Survey existing conditions and correlate with requirements shown to determine extent of selective demolition required. Photograph existing structure surfaces, equipment, or surrounding properties which could be misconstrued as damage resulting from selective demolition Work. File with OWNER's Representative before starting Work.
- B. Inventory and record condition of items scheduled as "remove and re-install" or items scheduled as "remove and salvage."
- C. Verify disconnection and capping of utilities within the affected area of Work.
- D. If unanticipated mechanical, electrical, or structural elements conflict with intended function or design, investigate and measure nature and extent of conflicts. Promptly submit detailed written reports to OWNER's Representative. Pending receipt of the directive from OWNER's Representative, rearrange selective demolition schedule to continue general job progress without delay.

3.02 UTILITY SERVICES

- A. Where utility services are scheduled for removal, relocation, or abandonment, install bypass connections and temporary service to maintain continuity of services to other building parts before proceeding with selective demolition.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
- C. Maintain existing utilities shown as remaining. Keep in service and protect existing utilities against damage during selective demolition operations.

- D. Cut off pipe or conduit in walls or partitions scheduled for removal. Cap, valve or plug, and seal remaining portion of pipe or conduit after bypassing.

3.03 PREPARATION

- A. Cover and protect equipment, and permanent fixtures from soiling or damage while demolition Work is done in areas where items remain in place.
- B. Protect existing finish Work that remains in place and becomes exposed during selective demolition operations.
- C. Protect floors with suitable coverings when necessary.
- D. Where selective demolition occurs immediately adjacent to occupied portions of building, or to separate areas of noisy or extensive dirt or dust operations, construct and maintain temporary, insulated, fire-rated solid dustproof partitions.
 - 1. Construct dustproof partitions of minimum 4-inch studs, 5/8-inch-thick drywall (joints taped on occupied side), 1/2-inch fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.
 - 2. Equip partitions with dustproof doors and security locks if required.
- E. Provide weatherproof closures for exterior openings resulting from selective demolition Work. Provide temporary weather protection during interval between selective demolition and removal of existing construction on exterior surfaces, and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
- F. Provide and ensure free and safe passage of OWNER's personnel and general public to and from occupied portions of building around selective demolition areas.
 - 1. Provide temporary barricades and other forms of protection to protect OWNER's personnel and general public from injury.
 - 2. Build temporary covered passageways required by authorities having jurisdiction.
- G. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of demolished structures or elements, or adjacent facilities or Work to remain.
- H. Cease operations and notify OWNER's Representative immediately if safety of structure seems endangered. Take precautions to support structure until determination is made for continuing operations.
- I. Remove protection at completion of Work.

3.04 DEMOLITION

- A. Special Techniques: Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- B. Demolish foundation walls to depth of not less than 12 inches below proposed ground surface. Demolish and remove below-grade wood or metal construction. Break up below-grade concrete slabs.
- C. For interior slabs on grade, use power saw or removal methods that do not crack or structurally disturb adjacent slabs or partitions.
- D. Completely fill below-grade areas and voids resulting from selective demolition Work. Either:
 - 1. Provide fill consisting of approved earth, gravel, or sand.
 - 2. Fill shall be free of trash, debris, and stones over 6-inch diameter, roots, or other organic matter.
 OR
 - 3. Fill below-grade areas and voids with Class F concrete.
- E. Explosives: Use of explosives is not allowed.
- F. Interface with Other Work: Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
- G. Sequence of Operation:
- H. Site Tolerances: Provide services for effective air and water pollution controls required by local authorities having jurisdiction.

3.05 REPAIR\RESTORATION

- A. Repair damages caused by demolition that was more extensive than required.
- B. Return structures and surfaces to condition existing before commencement of selective demolition Work.
- C. Repair adjacent construction or surfaces soiled or damaged by selective demolition Work.
- D. Promptly repair damages caused to adjacent facilities by selective demolition Work at no cost to OWNER.

3.06 CLEANING

- A. CONTRACTOR shall maintain an order of neatness and good housekeeping comparable to that observed by OWNER.
- B. Keep tools, scaffolding, and other demolition equipment in neat and orderly arrangement.
- C. Remove dirt and debris resulting from CONTRACTOR's demolition operations from Site daily. Dirt and debris shall not collect or interfere with OWNER's facility operations.

- D. Upon completion of selective demolition Work, remove tools, equipment, and demolished materials from Site. Remove protection and leave interior areas broom clean.

END OF SECTION

SECTION 05 00 00 - METAL REPAIRS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Steel Repair.
- B. Surface Preparation of Lead Paint before Welding.

1.02 REFERENCES

- A. AWWA D100 Weld Standard
- B. AWS Weld Standard
- C. API 650 Standard

1.03 OMISSIONS

- A. The specifications include all work and materials necessary for completion of the work. Any incidental item(s) of material, labor, or detail(s) required for the proper execution and completion of the work are included.

1.04 DEFINITIONS

- A. Ground Flush: Ground even with adjacent metal, no transition.
- B. Ground Smooth: Ground welds to the point that no cuts or scratches occur when rubbing your hand over the weld. Rebuild with weld any concavity discovered during grinding.

1.05 WORK INCLUDED

- A. Replace manway gasket.
- B. Replace access tube hatch.
- C. Install Frost Free Roof Vent on New Flange (Alternate No. 2)
- D. Replace expansion joint.
- E. Replace fill pipe insulation.
- F. Install overflow flap gate.
- G. Install mud valve.
- H. Add mid-rail to the intermediate dry interior platform.
- I. Modify the dry interior top platform.

- J. Install access tube air gap seal.
- K. Install a lock on the basebell door.
- L. Install a ladder section at the condensate platform opening.
- M. Check riser ladder for plumbness and adjust as required to ensure it is plumb.

1.06 WORKMANSHIP

- A. Provide material and workmanship necessary to produce a first class job.
- B. Complete work in a manner that is least offensive to neighbors.

1.07 WELDER QUALIFICATIONS

- A. Certified for type and position of weld specified.
- B. The welder shall be specialized in industrial or heavy commercial welding, and experienced in rigging and elevated work.

1.08 SUBMITTALS

- A. Material Safety Data Sheets (MSDS) – for all items as required by law.
- B. Welder’s Certification.
- C. Submit materials at least one (1) week prior to preconstruction meeting.

1.09 WORK SEQUENCING

- A. The following is NOT a ways-and-means decision of the contractor. It is accepted and good painting practice:
 - 1. Complete ahead of all cutting and welding all surface preparation, such as immediate area lead paint removal.
 - 2. Complete all welding repairs prior to commencement of any power washing or abrasive blast cleaning.
 - 3. Remove all fall prevention devices before painting, and reinstall after completion. Supply temporary fall prevention devices with steel cables during blasting and painting.

PART 2 – PRODUCTS

2.01 STEEL PLATING and OTHER STRUCTURAL SHAPES

- A. ASTM – A36.

2.02 BOLTS and NUTS

- A. Stainless Steel
 - 1. ASTM F594G – 316 Stainless Steel Bolts.

2. ASTM F594G – 316 Stainless Steel Nuts.

B. Galvanized Steel

1. ASTM A307 Grade A zinc coated Steel Bolts.

2. ASTM A307 Grade A zinc coated Nuts.

2.03 WELDS

A. Final – E70XX Electrodes.

B. Root – E60XX Electrodes.

C. Wire – ER70S Electrodes.

2.04 OVERFLOW SCREEN

A. Stainless steel wire mesh manufactured by McNichols Co. (800) 237-3820.

B. For overflow screen use four (4) meshes per lineal in., 0.054 in. wire diameter, 0.196 in. opening width, 61.5% opening.

2.05 EXPANSION JOINT

A. Bellows-Type/Unaflex Style 44 with pressure rating of 150 psi, flanged ends, stainless bellows, minimum axial movement of 1 in. and minimum lateral movement of 0.1 in. Unaflex Inc. Pompano Beach, FL. 1-800-327-1286.

2.06 FILL PIPE INSULATION

A. Trymer rigid foam insulation 2 in. thick as manufactured by Dow Chemical Company (800) 258-2436.

2.07 INSULATION JACKET MATERIAL

A. Corrugated aluminum jacketing 0.016 in. thick by ITW insulation systems Houston, Texas 1-800-231-1024 or approved equal.

2.08 MUD VALVE

A. Babco Valves LLC P.O. Box 40 Plattsmouth, NE 68048, (402) 296-4155. 3 in. x 2.5 in. No Freeze Valve with a wrench.

B. Hose material to be Goodyear Engineered Products NutriFlo suction and discharge hose supplied by Veyance Technologies Fairlawn, OH 888-899-6354 or approved equal.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION – PREWELDING – LEAD PAINT

- A. The existing exterior and dry interior coating is known to contain lead.
- B. Remove all coating 6 in. on both sides of welding area by abrasive blast cleaning or vacuum shrouded power tool cleaning prior to any cutting, welding, or disturbance of the lead paint.
- C. Chemical stripping or other method may be approved by the engineer.
- D. Absolutely do not begin any repair work until all adjacent lead is properly removed, cleaned, and stored.

3.02 COATING REPAIR – WET INTERIOR

- A. Complete all welding and cutting prior to any surface preparation for painting to avoid contamination of surfaces.
- B. Remove any residue and weld smoke by solvent cleaning.
- C. Power tool clean to a SSPC-SP11 finish all areas damaged by welding.
- D. Use 3M Scotch-Brite Clean'n Strip Discs.
- E. Feather edges of adjacent coating a minimum of 3 in. from exposed steel.
- F. Apply repair system at 3.5 - 4.5 mils per coat as follows:

Manufacturer	System
Tnemec	20/20
Induron	PE-70/PE-70
PPG	Amerlock 2/Amerlock 2
Sherwin Williams	646PW/646PW
- G. Contractor has the option to apply one (1) coat of Aquatopoxy at 6.0 mils in lieu of the two coat system.
- H. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- I. Payment is incidental to weld repairs.

3.03 REPLACE BOWL MANWAY GASKET

- A. Replace the bowl manway gasket with new 3/8 in. flat neoprene gasket material.
- B. Payment is incidental to wet interior painting.

3.04 ACCESS TUBE ROOF HATCH

- A. Remove the existing 24-in. access tube roof hatch. Hatch to become property of the contractor for proper disposal.
- B. Furnish and install a 30-in. diameter hinged aluminum hatch.

- C. Weld a 1" diameter x 2" Schedule 40 steel pipe in the access tube cover plate to reroute the existing security cable (for the wet interior roof hatch) and whip antenna located at the aviation light. Welds to be 3/16 full fillet on exterior and dry interior side of the coupling.
- D. Weld a 6 in. x 3 in. x 5/8 in. diameter steel rung on the access tube cover plate for a hand-hold. Location to be determined by the engineer.
- E. The aviation light and whip antenna located on the access tube cover plate are to be moved approximately 3 inches so the new hatch clears the lights. Re-weld the existing coupling using 3/16" full fillet welds on exterior and dry interior side. Reroute the wiring and interior conduit.
- F. Install patch plates over relocated aviation light and security cable holes. Use 1/4 inch steel plate, overlap the holes by 1/2 inch minimum, weld using 3/16" full fillet welds on exterior and dry interior sides.
- G. Replace the existing top bracket on the access tube fall prevention device with DBI Sala part 6116054, install a grab bar in the new bracket, DBI Sala part 6116336. Contractor is to reuse the existing cable and bottom bracket. All connections to be made per manufacturer's recommendations.
- H. Install a pipe on the roof to prevent the hatch cover from opening more than 135 degrees. Install a chain on the pipe with a hook to attach to the cover handle while open.
- I. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.05 NEW FROST FREE ROOF VENT AND NEW FLANGE (ALTERNATE NO. 2)

- A. Furnish and install a new, frost-free roof vent on a bolted flange that has been cut and constructed as shown on the drawings.
- B. Location to be inside of the handrail, contractor to avoid two roof stiffeners in the interior. Location to be field verified by the engineer.

3.06 EXPANSION JOINT REPLACEMENT (BELLOWS)

- A. Remove the existing expansion joint located in the pit in the basebell. Expansion joint to become property of the contractor for proper disposal.
- B. Furnish and install a bellows-type expansion joint.
- C. Expansion joint will have standard steel flanged ends that is to be bolted into the existing opening with stainless steel bellows.
- D. Field verify fill pipe size and opening required for new expansion joint, contractor is responsible for any existing pipe alterations required for new joint fitting.
- E. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.07 FILL PIPE INSULATION

- A. Insulate the complete length of the fill pipe insulation from pit expansion joint to point-of-entry to the wet interior.
- B. Remove and dispose of existing fill pipe insulation. Insulation has been tested and does not contain asbestos. Remove the existing insulation in a manner to minimize lead dust. Remove tape or binding material first.
- C. After removal, abrasive blast clean and coat in accordance with Sections 09 97 13 and 09 97 13.10, dry interior specifications. Fill pipe is subject to holiday testing.
- D. Coating on fill pipe is presumed to be lead bearing.
- E. Furnish and install insulation on the fill pipe. Do not apply any new insulation until all coating has cured, and until all dry and wet interior coating has been completed.
- F. Install aluminum jacketing minimum of 0.016 in. thick over all insulation.
- G. Stagger splices and fasten with self-taping stainless steel screws.
- H. Verify diameter of fill pipe prior to ordering materials.

3.08 OVERFLOW FLAP GATE with SCREEN

- A. Construct and install a new overflow flap. All welds shall be continuous.
- B. Flap shall allow for closed positioning during non-flow conditions, and open operation during overflow conditions.
- C. Field verify existing overflow pipe dimensions. Lever arm configuration near hinge may vary if prior written approval is granted by the engineer.
- D. Use steel plates as weights attached to the lever arm to assure complete closure at end of cycle, number may need to be more than shown on the drawing to ensure complete closure.
- E. Use PVC or plastic washers and spacers between the hinge bolts and lever arm, use enough washers to ensure a snug fit without damaging the coating during movement.
- F. Weld a flange onto the discharge end of the overflow pipe. Use ¼" steel plate, flange size to match that of the flap gate outside diameter.
- G. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.09 INSTALL MUD VALVE

- A. Install a frost-free mud valve in the lowest section of the mud settling area. Coupling shall be a heavy or extra heavy coupling, and shall not extend more than ¾ in. into wet interior surfaces.

- B. For the discharge, use hose attached to barbed fittings with band clamp and Schedule 40 pipe for connection to the overflow pipe. All threaded fittings to be covered with Teflon tape.
- C. Pipe to discharge into the overflow pipe. Cut a hole in the overflow and weld the pipe using ¼ in. full fillet.
- D. Attach a wrench on a chain to the valve for operating the valve. Chain to have a clip or clasp for easy removal and use.
- E. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.
- F. Weld one – 4 in. x 4 in. x ¾ in. angle iron (height – top of valve entry into tank, plus 2 in.) to act as ice shield.

3.10 ADD INTERMEDIATE PLATFORM MID-RAIL

- A. Install a mid-rail on the existing intermediate platform.
- B. Railing to be 2"x2"x1/4" angle located 21 inches above the platform.
- C. Welds to be 3/16" full fillet.
- D. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.11 MODIFY THE TOP PLATFORM

- A. Extend the top platform to create a step-off onto the access tube ladder.
- B. Modify the railings so there is a top rail and mid rail around the platform section.
- C. Welds to be 3/16" full fillet.
- D. Surface prepare and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.12 ACCESS TUBE AIR GAP SEAL

- A. Furnish a 3/8 in. neoprene sheet to cover the gap
- B. Attach screen and expanded metal to flange using two (2) ½" wide stainless steel banding clamps using a make-a-clamp kit.

3.13 INSTALL LOCKING MECHANISM ON THE BASEBELL DOOR

- A. Contractor to re-hang the existing basebell door after all work is completed to ensure a tight seal and ease of operation.
- B. Door to open freely without binding of the hinges. Replace hinges as required to provide smooth operation and proper door closure.

- C. Remove the existing padlock hasp and hasp cover.
- D. Provide new locking mechanism on the door, lock to match the City of Ann Arbors master key.
- E. Contractor to drill hole in the door, weld a ¼ inch plate catch on the door frame to accept the deadbolt. Field determine width and height of the plate, weld using 3/16 inch full fillet welds.
- F. The locking mechanism is to match the device on the Plymouth Rd. tank, install per manufacturers recommendations.
- G. Surface prepare the steel and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.14 INSTALL LADDER SECTION AT CONDENSATE PLATFORM OPENING

- A. Contractor to install a ladder section with 4 rungs at the existing condensate platform opening.
- B. Ladder to meet OSHA requirements with 16 inch by ¾ inch diameter rungs. Side rails to be 2 in. by 3/8 inch plate.
- C. All welds to be ¼ inch full fillet.
- D. Surface prepare the steel and coat in accordance with Sections 09 97 13 and 09 97 13.10.

3.15 ADJUST RISER LADDER

- A. Contractor to adjust the riser ladder to ensure it is plumb in all directions.
- B. Replace ladder stand-offs or cut and re-weld the existing stand-offs as required to ensure the ladder is plumb.
- C. All stand-offs and welds to match the existing.
- D. Surface prepare the steel and coat in accordance with Sections 09 97 13 and 09 97 13.10.

END OF SECTION

SECTION 09 90 00 – PIPE PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Field painting of new piping as shown and/or herein required. See specific items not requiring field painting under Work Not Included.
- B. In general, exposed surfaces of factory and/or shop-primed work that are delivered to Site without a final finish shall be painted. The shop priming and intermediate shop coatings shall not be considered as included in the number of field coats specified under Part 2, Field Painting Systems Article, Finish Paints paragraph in this Section.
- C. Ferrous metal surfaces, excluding stainless steel surfaces that will be exposed in the completed Work, shall be sandblasted either at the point of fabrication or under this Section prior to placement of primers. Field fabrication, including welds and cuts, shall be sandblasted, primed, and painted as herein specified.
- D. Ferrous metal items that will be in contact with precast concrete slabs, masonry, etc., shall be finish painted.
- E. Bruises, mars, and/or scratches in the shop painting due to handling, shall be immediately touched up in the field by CONTRACTOR prior to any storage or installation.
- F. Painting of piping includes pipe hangers, valves, and piping accessories, and also includes surfaces that will be in contact with piping supports. ALL PIPING SHALL BE COMPLETELY PAINTED.
- G. Existing surfaces shall be painted where shown and/or called for. Preparation for repainting and priming shall be as herein specified.
- H. Altered existing Work or damaged surfaces that are a result of the revisions shall be painted under this item of Work. The finishes shall match the existing adjacent coatings.
- I. Painting as called for on Drawings is for guidance only and does not limit the requirements for painting.
- J. Work Not Included: Unless specifically called for on Drawings or specified in this Section, the following are not included:
 - 1. Exterior exposed concrete surfaces and exposed concrete surfaces below the ground floor plan.
 - 2. Nonferrous metals and stainless steel, except copper and brass.
 - 3. Exterior aluminum siding.
 - 4. Nonexposed surfaces of treated lumber.
 - 5. Conduits below the main floor, except in rooms that are painted.
 - 6. Exterior gratings with a hot-dipped galvanized finish.
 - 7. Manufacturer's name and identification plates.
 - 8. All interior and exterior sealant and caulking unless adjacent to latex-coated surfaces and approved by ENGINEER.

1.02 DEFINITIONS

- A. Potable Water Use Defined: Paint or coatings in contact with water anywhere within the potable water system (including intake/treatment/storage/distribution), shall be tested and certified by the National Sanitation Foundation (NSF) or Underwriter's Laboratory (UL) as a protective (barrier) material as per ANSI/NSF Standard 61 (Listed Drinking Water System Components - Health Effects).

1.03 SUBMITTALS

- A. Shop Drawings: Submit in accordance with Section 01 33 00, Shop Drawings covering the items included under this Section. Shop Drawing submittals shall include:
 - 1. Listing of all materials proposed for use on Work, including designation of the area, primer required, or purpose.
 - 2. Specification data sheets included for each specific material proposed.
 - 3. Application instructions included for each specific material proposed.
 - 4. Color samples.
- B. Warranty: Submit in accordance with requirements of Section 01 77 00, warranties covering the items included under this Section.

1.04 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- B. CONTRACTOR's Responsibility: It shall be CONTRACTOR's responsibility to check the compatibility of painting materials proposed for this Contract. CONTRACTOR shall coordinate this Work with other trades to ensure compliance with these Specifications.
- C. Acceptability of materials and performance shall be determined by ENGINEER.
- D. Testing or certification may be required to aid ENGINEER's determination of fitness.
 - 1. Expense of testing and certification when required and, unless noted otherwise in the Contract Documents, shall be borne by CONTRACTOR.
 - 2. If destructive testing is required, CONTRACTOR shall repair damaged area. Expense of repair shall be borne by CONTRACTOR.
- E. Request, in writing, a review of each coat by ENGINEER of first finished surface of each type of color, texture, and workmanship. First acceptance of each type and color shall be visibly labeled by ENGINEER with removable labels as Project standard for that type and color of item. Labels shall remain in place until Work is finished.
 - 1. For spray application, paint a surface of 100-square-foot as Project standard.
 - 2. For roller application, apply a 36-square-foot mock-up as Project standard.
- F. All Work may be inspected as to proper surface preparation, pre-treatment, priming, dry film thickness, curing, color, and workmanship. CONTRACTOR shall supply the following applicable standards, test methods, and inspection equipment:
 - 1. SSPC-VIS-1 photographic blast cleaning standards.
 - 2. Inspectors wet film gauge.

3. Inspectors magnetic dry film thickness gauge.
4. Tinkor Razor M-1 low voltage Holiday Detector.
5. Marke 5 Tooke Gauge.

1.05 FIELD PAINTING SUBMITTAL SCHEDULE

- A. Furnish ENGINEER, for approval, prior to commencing any painting, a Schedule similar to that below:

FIELD PAINTING SUBMITTAL SCHEDULE

<u>Item and/or Location</u>	<u>Type Material</u>	<u>Coverage per Coat</u>	<u>Paint Manufacturer</u>
Interior nonsubmerged metal, epoxy coated			
Interior PVC, epoxy coated			
Insulated piping, latex coated			

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Site in manufacturer's original, unopened packages and containers, bearing manufacturer's name and label and the following information:
1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacturer's stock number and date of manufacture.
 5. Contents by volume for pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.07 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C).
- C. Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Subject to compliance with specified requirements, manufacturers offering products which may be incorporated in Work include:
 1. Painting Materials:
 - a. Porter International, Louisville, KY 40203.
 - b. Sherwin-Williams Company, Cleveland, OH 44101.
 - c. Tnemec, North Kansas City, MO 64141.
 2. Dry Film Thickness Gauge:
 - a. Elcometer.
 - b. Nordstrom.

2.02 MATERIALS

- A. Painting materials shall be those as herein specified under "Field Painting Systems" Article.
- B. The specification designations, manufacturers and/or trade names herein are intended to establish a quality and standard for the materials used.
- C. Colors and sheen, where not specified, shall be selected by OWNER.
- D. Oil, turpentine, and other thinners used in the finishing Work shall meet the requirements of the latest appropriate ASTM.

2.03 FIELD PAINTING SYSTEMS

- A. The following systems may vary from the coverages and mil thickness shown if recommended by paint manufacturer and approved in writing by ENGINEER. Number of coats shall be as required to obtain the mil thickness specified.
- B. If no pre-treatment is required by paint manufacturer, the surfaces shall be solvent cleaned (SSPC-SP1).
- C. Field Priming and Sealing:
 1. Metal Primer: Apply 1 coat of a universal rust-inhibitive primer which can be used on both submerged and nonsubmerged ferrous metal and has the ability to accept alkyds, epoxy, vinyl, coal tar, chlorinated rubber, emulsion, coal-tar epoxies, epoxy ester, asphalt, and phenolic paints as finish coats. Apply at the rate of 1.5 dry mils or as recommended by manufacturer.
- D. Finish Paints:
 1. Interior Nonsubmerged Metal: All interior nonsubmerged metal that are specified to be painted shall be finished by applying 2 coats of a polyamide-cured epoxy resin finish at 2.0 to 3.0 dry mils per coat.

2. Interior PVC: Apply 2 coats of a polyamide-cured epoxy resin finish at 2.0 to 3.0 dry mils per coat.
3. Insulated Piping, Acrylic Coated: Apply 2 coats of an acrylic enamel at 2.0 to 2.5 dry mils per coat.

2.04 PIPING COLOR CODE AND IDENTIFICATION

- A. CONTRACTOR shall furnish ENGINEER for approval, prior to commencing any painting, a Schedule showing colors and markings proposed.
- B. The pipe color code and identification nomenclature shall be as approved by OWNER. CONTRACTOR shall contact ENGINEER for an approved color.
- C. Pipe markings and banding shall be placed on exposed pipe by stenciling or other method as approved by ENGINEER. The markings shall include an appropriate name and direction of flow arrow. The markings shall be located at intervals not to exceed 15 feet and shall occur at least once in every room unless otherwise approved by ENGINEER. Letters and arrows shall be white-on-dark colored surfaces and black-on-light colored surfaces, shall be proportioned to the size of the pipe, and shall be located in an area that will facilitate readings.

Size of Identification Letters	
Outside Diameter of Pipe or Covering (inches)	Size of Letters (inches)
1-1/2 to 2	3/4
over 10	3-1/2

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Workmanship shall be of the best grade with materials evenly spread and smoothly flowed on, without runs or sagging of materials. No adulterations or changes of proportions shall be permitted unless recommended by manufacturer and approved by ENGINEER. Paint shall be applied in strict conformity with the manufacturer's directions.

3.02 EXAMINATION

- A. It is the responsibility of the painter to thoroughly inspect all surfaces prior to the commencement of Work to determine if the Work is ready to be prepared and painted.
- B. Report in writing to ENGINEER, all conditions that may potentially affect the application.
- C. Do not commence until such defects have been corrected.
- D. Start of painting shall be construed as the applicator's acceptance of surfaces and conditions within a particular area.

3.03 PREPARATION

- A. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in places that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, removed items shall be reinstalled by workers skilled in the trades involved.
 - 1. Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- B. Surface Preparation: Prior to applying specific finishes, exposed surfaces requiring field painting shall be properly filled, scraped, sanded, etched, brushed, and/or cleaned as required to provide surfaces free from dirt, loose crystals, rust, scale, oil, and grease.
 - 1. Surfaces shall be prepared in accordance with manufacturer's recommendations. Surfaces shall be inspected and accepted by CONTRACTOR before coatings are applied.
 - 2. No change in treatment of surfaces shall be permitted unless recommended by manufacturer and approved by ENGINEER.
- C. Metals Preparation:
 - 1. Nonsubmerged ferrous metals shall be degreased in accordance with SSPC-SP1 and sandblasted in accordance with SSPC-SP6, "Commercial Abrasive Blast Cleaning."
 - 2. Steel surfaces that are to be repainted shall be commercial blast cleaned in accordance with SSPC-SP6 until at least 2/3 of each element is free of all visible residues.
- D. PVC and FRP Preparation: No special surface treatment is required. Surface shall be clean and dry.

3.04 FIELD PRIMING AND SEALING

- A. In general, metal surfaces requiring field painting shall receive a priming coat before shipment from the shop. Such priming coats shall be compatible to subsequent applied coats.
 - 1. Wherever Work requiring field painting bears no priming coat, or has a damaged shop coat, it shall have the surface prepared as specified and shall receive an approved priming coat, applied before and in addition to the finish coats required.
 - 2. Concrete surfaces, requiring field painting, shall be primed and sealed if recommended by the manufacturer of the finish paint.

3.05 PAINT MATERIALS PREPARATION

- A. Carefully mix and prepare paint materials in accordance with manufacturer's directions.
 - 1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.06 TINTING

- A. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.07 APPLICATION

- A. First Field Coat: The first field coat shall be the best suited for use with the surfaces to be covered and with the final coats. Whenever the finish color permits, the first coat shall be slightly tinted to the end that complete coverage of the final coat may be assured.
- B. Finish Coats: Apply in a uniform manner and of the mil thicknesses as specified. Where the mil thickness recommended by manufacturer is in conflict with that thickness specified, the proposed thickness shall be submitted in writing by manufacturer, supported by evaluative data sheets, subject to approval by ENGINEER. Where the mil thickness is omitted, it shall be as recommended by the manufacturer to give an excellent surface finish. Finished surface thickness shall be subject to spot checking by ENGINEER using a wet and/or dry gauge. Deficiencies in required thickness shall be corrected by addition of extra coats at no additional cost to OWNER.
- C. Thinners: Those recommended by manufacturer shall be used and the amounts shall not exceed recommendations by manufacturer.
- D. Caution: Paints shall not be applied on damp surfaces or on preceding coats not thoroughly dried, and shall not be applied on outside surfaces in extreme cold, frosty, foggy, or damp weather unless permitted by the materials manufacturer in the standard application specification. Materials shall not be applied when the temperature is below 50 degrees F. Drying time between coats shall be as recommended by paint manufacturer.
- E. Spraying: Spraying will be not be permitted.
- F. Painting Existing Surfaces: Repainted existing surfaces shall receive a finish to match the existing Work. Where the existing surfaces are irregular, they shall be made smooth with an approved leveler coat.

3.08 PROTECTION, SPECIAL PRECAUTIONS, AND CLEAN UP

- A. Reasonable care shall be used to prevent splattering. Drop cloths and masking materials shall be used to protect surfaces and parts of equipment that are not required to be painted under the Contract. Splashes, drippings, and stains shall be thoroughly removed upon the completion of Work.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their Work after completion of painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- C. Lighting fixtures shall be covered and protected, or removed and replaced upon completion of Work. Electric switch plates, surface hardware, and similar equipment shall be removed, protected and replaced.

- D. Materials shall be stored and mixed in a well-ventilated location as designated or approved by ENGINEER. Paints and related materials shall be stored in an area that is protected in accordance with NFPA Bulletin No. 101. They shall be kept in a neat condition and shall be sealed or covered when not in use. Empty containers shall not be allowed to accumulate on the premises. Oily waste rags, etc., shall be collected each day and destroyed or stored in a tightly covered metal container.
- E. Comply with manufacturer's recommendations regarding environmental conditions under which coatings and coat systems can be applied.
- F. During surface preparation, CONTRACTOR shall take all precautions necessary to protect related Work. Equipment items and Work areas shall be tightly covered so as not to be damaged by the painting operation. Special attention shall be made to protect equipment items during sandblasting operations.
- G. CONTRACTOR shall be responsible for clean up of painting materials upon completion of Work.
- H. As soon as painting Work is accepted by CONTRACTOR, it shall become its responsibility for protection, final cleaning, and touch-up.

END OF SECTION

SECTION 09 97 13 - STEEL COATING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting of steel structures.
- B. Interior Cleaning

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102 – 11 Painting Steel Water Storage Tanks.

1.03 WORK INCLUDED

- A. Exterior: Apply a four (4) coat epoxy urethane system with a zinc primer.
- B. Dry Interior: Apply a three (3) coat epoxy system with a zinc primer to the access tube and bowl, and a two (2) coat epoxy system with a zinc primer to the rest of the dry interior.
- C. Fill Pipe: Apply a two (2) coat epoxy system.

1.04 EXISTING CONDITIONS

- A. Exterior: Aluminum coating tested for lead at up to 10% and chromium at up to 0.083% by weight.
- B. Wet Interior: Epoxy system applied in 2008, known to be lead free.
- C. Dry Interior: Aluminum system tested for lead at up to 15% by weight.

1.05 TANK TERMINOLOGY

- A. Wet Interior: Internal surfaces, excluding inaccessible areas, to the tank roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof, sidewall, floor, bowl and exterior of the access tube within the tank.
- B. Dry Interior: Surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere or the stored water or its vapor. Examples are the interior of the access tube, interior of the pedestal, riser, and underside of the bowl above the riser.
- C. Exterior: External surfaces, excluding inaccessible areas, of the tank roof, sidewalls, stem, accessories, and appurtenances that are exposed to the elemental atmosphere.
- D. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections,

underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the tank, and inside of risers less than a nominal 36 in. diameter.

- E. Sidewall: Vertical walls of the tank up to the weld seam of the roof.
- F. Access Tube: Cylindrical tube extending from top of the riser to the roof through the tank.
- G. Condensate Platform: Platform that covers entire area of the dry riser, and used to collect and stop condensation from entering the base-bell area or bottom of the riser.
- H. Top Landing: Partial platform area directly under tank's access tube/bowl.
- I. Mid-Landing: Partial platform between top platform and condensate (bottom) platform.
- J. Basebell: Cone surfaces supporting the riser.
- K. Roof: Very top of tank, including top seam of sidewall.
- L. Bowl: Area on bottom of the tank proper shaped like a bowl or cone. It extends from the stem out to the sidewall.
- M. Riser: Center support pipe.

1.06 OMISSIONS OR INCIDENTAL ITEMS

- A. It is the intent of these specifications to coat the structure for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
- B. Any small or incidental items not specifically detailed in the schedule, but obviously a part of the work are included in the work at no additional cost to the Owner.
- C. Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing custom and trade practices will be considered in this determination.

1.07 SUBMITTALS

- A. Submit the following with your annual prequalification:
 - 1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
- B. Submit the following ten (10) days prior to the preconstruction meeting:
 - 1. Material Safety Data Sheets (MSDS) and Product Data Sheets:
 - a. Furnish from all suppliers Material Safety Data Sheets and product data sheets for all applicable materials including, but not limited to, paints, thinners, tank cleaners, degreasers, and abrasive materials.
 - b. Provide for employees one (1) copy of all data sheets at the job site for employee access.
 - c. Provide two (2) copies to the Owner.
 - d. Provide two (2) copies to the Engineer.
 - e. No work may commence without the complete filing. All MSDS shall conform to requirements of SARA Right-to-Know Act.

2. Ventilation Design Plan. Include airflow calculations and model, and number of fans.
 3. Dehumidification/Heat Design Plan. Include airflow calculations, model, number of units used, connection details, and power source.
 4. Fall Prevention Plan and Site Specific Fall Hazard Evaluation:
 - a. Site specific plan to contain a generic drawing of the existing structure and appurtenances of this tank and reflect safety changes specified for this project.
 - b. Certifications for all spiders, scaffolding, stages, etc. to be used on the project. All certifications to be current, less than one year old.
- C. Submit the following at the preconstruction meeting:
1. Designated OSHA Competent Person and qualifications, if not previously submitted.
 2. Waste hauler and disposal facility.
 3. Submit all power tools and attachments to be used during the project.
- D. Submit the following within two (2) weeks of completion with final pay request:
1. Waste manifest.
 2. Waivers of lien.
 3. Copies of any formal worker safety or environmental citations received on the project.

1.08 WARRANTY

- A. Approximately one (1) year from the date of completion, Contractor shall be present when the tank is inspected by the Owner and/or his representative.
- B. The inspection will be performed in accordance with the applicable portions of AWWA D-102-11 Standard for Painting Steel Water Storage Tanks and industry standards.
- C. The Owner will establish a date of inspection and shall notify the contractor ten (10) days in advance. The contractor's attendance will not be required.
- D. The Owner will select a third party inspection firm (either engineer or project representative) to document inspection. Contractor shall be notified in advance by the Engineer, the contractor waives all rights to dispute findings if not present for the inspection.
- E. Any failed work will be documented and the contractor will be notified of necessary repair (method and extent). The Owner reserves the right to require inspection of the repair work and possibly a second warranty inspection, dependent on degree of failure.
- F. Except where noted in the Contract Documents, the contractor guarantees all material and equipment furnished and all work performed for a period of one (1) year from the date of substantial completion of the contract. This warranty will automatically be extended until the tank is ice-free (if applicable) and the warranty inspection can be performed. The contractor guarantees that the system is free from defects due to faulty materials or workmanship and the contractor shall make the necessary correction to correct these defects. If the amount of rework exceeds ten percent (10%) of a portion of the project, then the Owner reserves the right to have the warranty period extended one (1) year for the entire portion of the work.
- G. Cost for one (1) year warranty inspection will be the responsibility of the Owner.
- H. Cost for a second warranty inspection and repair inspections will be the responsibility of the contractor and guaranteed by Contractor's Performance Bond.

- I. The Owner retains all contractual remedies. The warranty shall not be considered an exclusive remedy.

1.09 DELIVERY AND STORAGE of MATERIAL

- A. Submit manufacturer's invoice, with or without paint cost, to the engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design, and will be used to check the quantity actually delivered to the project.
- B. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
- C. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.
- D. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
- E. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
- F. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
- G. Store all painting materials in a location outside the tank.
- H. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different projects.

1.10 ACCESS AND INSPECTOR SAFETY

- A. Provide access to all portions of the project where work is being completed. Access must be close enough and secure enough to allow inspector to use inspection equipment without extensions.
- B. Provide personnel to assist with access and to ensure contractor's access equipment is safely used.
- C. Provide separate fall protection for Owner and inspectors. Limit fall to 5 ft. vertically.
- D. These specifications require the contractor to supply a separate fall protection cable and safety grab for each tie-off point for the inspector's use. The contractor is encouraged to provide a separate cable and tie-off for each of his personnel. The cables may be connected to the same tie-off point as the inspector's, but a separate cable and safety grab are required for each user.

1.11 INSPECTION AND TESTING

- A. Prior to the scheduled inspection, remove all dust, spent abrasive, and foreign material from the surface to be coated.
- B. Furnish an instrument for measuring the wet film thickness, and also dry film thickness of each field coat of paint. The dry film thickness testing gauge shall be the magnetic type as manufactured by

Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-21) mils or equal.

- C. Certify to the Owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this contract.
- D. Take all necessary steps, including dry striping by brush or roller, to ensure a holiday-free coating system.
- E. The Owner reserves the right to perform low voltage holiday tests on all areas including exterior, dry interior and pit piping. The interior coatings are subject to low voltage holiday testing.
- F. The Owner and Engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected to specifications at the contractor's expense.

1.12 CLIMATIC CONDITIONS

- A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient and surface temperatures.
- B. Do not apply paint to wet or damp surfaces, or during rain, snow, or fog.
- C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5° above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the Owner is satisfied the surfaces are dry.

1.13 APPLICATION

- A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.
- B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness every 200 sq. ft. to ensure each coat applied meets the dry film thickness range requirements.
- C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats, unless product requirements have a maximum time less than 24 hours.
- D. Apply exterior coating by brush and roller only. Spray application is not permitted.
- E. Painting may be delayed because of poor coverage, the possibility of paint drying too rapidly, or the potential damage from overspray and/or dry spray. In all cases, responsibility for damages rests with the contractor.
- F. The contractor is responsible for the appearance of the finished project, and is warned to prevent contact with any freshly applied coating. Removal of rigging shall be completed so not to mar or damage the coating.

- G. Coatings shall be applied using methods to eliminate roller or spray marks in the finished product on the exterior.
- H. Stripe the dry interior platforms at the outer edge, the access tube, and the tank bowl/transition cone, in the dry interior prior to application of final coat.
- I. Additional coats required for coverage or to eliminate roller marks, spray marks and to repair dry spray and overspray are the responsibility of the contractor at no additional cost to the Owner.
- J. Use of pole extension on spray guns is prohibited for all paint application.
- K. Mixing of partial kits is not permitted. All partial cans of coating must be removed from the site.
- L. Mixing blades to be clean. The Engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e. epoxy and urethane coatings).

PART 2 – PRODUCTS

2.01 COLOR

- A. Supply the Engineer with a color chart to allow the Owner ample time for the exterior topcoat color selection.
- B. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting shall be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.

2.02 DEHUMIDIFICATION AND HEATING – DRY INTERIOR

- A. Supply dehumidification/heating units capable of maintaining dew point temperature lower than 15° below surface temperature during blasting and lower than 5° during coating application and cure, and steel temperature maintained above the manufacturer's printed requirements.
- B. Supply a dehumidifier designed with a solid desiccant having a single rotary desiccant bed capable of continuous operation, with full automatic operation. Do not use liquid desiccant, granular, or loose lithium chloride drying systems. Refrigerant systems may be used in conjunction with desiccant units.
- C. Plumbing, noise control, insulation, venting, and all incidental items needed to provide proper ambient conditions shall be included as one package.
- D. Supply and maintain a power source for the dehumidifier and heater, unless otherwise specified.

2.03 DUST COLLECTORS – AIR FILTRATION UNITS

- A. Furnish and use a dust collector during all blasting work.
- B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5 micron size and airflow movement.

- C. Use 30,000 cfm minimum for dry interior and wet interior work.
- D. Substitution of steel grit blasting may decrease the requirements above. New requirements will be defined by the Engineer based on the efficiency of the contractor's equipment.
- E. Furnish HEPA filters for dust collection.
- F. Number of dust collectors shall be sufficient to supply a 50 ft./minute downward draft at most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow shall be included in the containment submittal.
- G. Use only new filters or filters certified clean.

2.04 GROUND TARPS

- A. Use impermeable ground tarps, 20 mils thick.
- B. Use ground tarps able to withstand the anticipated construction traffic without tearing or separating.

2.05 EQUIPMENT COVERING

- A. Use material that is 8 – 10 mils thick, and 100% impermeable to cover pumps, motors, and other vulnerable equipment.
- B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
- C. Make coverings airtight by use of duct tape at the openings, or other suitable measures.
- D. Meet with representative of equipment Owner to verify covering will not damage equipment. Damage is the contractor's responsibility. This includes not only the Owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

2.06 AIR DRYER FOR COMPRESSOR

- A. Use air dryers sufficient to remove 98% of the moisture from the compressed air. Size the dryers on total cfm using manufacturer supplied charts. Upon request, supply charts to Engineer for verification.
- B. If the fan is not operable, cease all blasting until the dryer is replaced or repaired.
- C. Supply air dryer with an air draw-off valve to check air for dryness, oil contamination, and cleanliness on the outlet side of the air dryer.
- D. For cleaning operations, draw clean air from the outlet side of the air dryer.

PART 3 – EXECUTION

3.01 PROTECTION OF NON-WORK AREAS

- A. Protect all non-blasted/painted surfaces prior to all abrasive blast cleaning/painting.
- B. Thoroughly cover the fill/drain pipe, overflow pipe, and all other openings. Do not permit abrasive or paint chips to enter into the piping or distribution system. Use watertight seals on the pipes.
- C. Protect and seal all controls and electrical components (even if they are not in the immediate work area) that are in danger from the project. Coordinate with the Owner so all controls are shut down and/or vented if necessary.
- D. Remove all fall prevention devices prior to the start of abrasive blast cleaning, and replace after all painting is completed.

3.02 DEHUMIDIFICATION/HEATING

- A. Control the environment with dehumidification equipment twenty-four (24) hours a day during blast cleaning, coating operations, and cure time. Maintain minimum ambient conditions until cure completion.
- B. Supply sufficient dry air to assure the air adjacent to surfaces to be abrasive blast cleaned or coated does not exceed minimum required humidity at any time during the blasting, coating, or curing cycle.
- C. Monitor and record ambient conditions twenty-four (24) hours a day throughout abrasive blast cleaning and painting work (use Polygon Exact Aire, DRYCO ClimaTrack, DH Tech HOB0U30 data logger, or approved equal). Monitor to be capable of being programmed with condition parameters and of alerting Contractor, Engineer and Owner via phone, fax, pager, or e-mail of condition or equipment failures.
- D. Contractor to manually test interior ambient conditions three (3) times a day, or more often with rapid weather changes. Record daily readings. Adjust or add equipment as required to maintain steel temperatures, dew point, and humidity. (This is in addition to the monitor with recorder noted above).
- E. Use a minimum 2,000 cfm dehumidification capacity for all wet interior and dry interior work.
- F. Surround the units with noise suppressant enclosures, unless units are sound attenuated or have noise suppressants. More extensive enclosure requirements are required in residential areas where the machines must run all night. Noise suppressant level needed will depend on the size of the dehumidification units, their efficiency, and their locations. Provide noise suppressant enclosures of sufficient height and thickness to lower noise to an acceptable level for neighbors. Also provide noise suppressant enclosures for generators.
- G. Auxiliary heaters may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. The auxiliary equipment must be approved for use by the manufacturer of the dehumidification equipment and shall meet the following requirements. Auxiliary ventilation equipment and/or dust collection equipment can affect the exchange rate.

1. Heaters shall be installed in the process air supply duct between the dehumidifier and the work, as close to the work as possible. Air heaters are not acceptable as a substitute for dehumidification without approval.
 2. Use only electric or indirect gas fired auxiliary heaters. No direct fired space heaters will be allowed during blasting, coating, or curing phase.
- H. Seal off the work, allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced. Maintain a slight positive pressure in the work unless the dust from the blasting operation is hazardous.
- I. Where necessary to filter the air escaping the space, design the filtration system to match the air volume of the dehumidification equipment in such a way that it will not interfere with the dehumidification equipment's capacity to control the space as described herein. Do not re-circulate the air from the work or from filtration equipment back through the dehumidifier when coating or solvent vapors are present. Outside air is to be used during those periods.
- J. Securely attach duct work to the equipment and work to minimize air loss. Design hoses with sufficient capacity and minimal bends to reduce friction loss.
- K. Dehumidification and its operating power source are incidental to the respective painting project (wet or dry interior).
- L. Set-up and operate equipment twenty-four (24) hours (or earlier) prior to start of blasting.

3.03 DUST CONTAINMENT – INTERIOR

- A. Do everything within the contractor's power to minimize dust as a nuisance.
- B. No visible dust release is allowed from roof openings and other access openings. Seal or close all openings prior to blasting (see ventilation requirements).
- C. Connect the air filtration unit directly to a manhole extension.
- D. Design the manhole extension to allow access of hoses through a side exit that is sealable after hoses are in-place. Install the air filtration unit directly to the end of the extension.
- E. Seal of the side exit will be tested by holding a lit cigarette 6 in. outside the seal with the air filtration unit operating. If smoke is drawn to the seal area, additional sealing will be necessary.
- F. The contractor may reverse this operation by connecting the air filtration unit to the roof manhole and sealing around the hose. Also seal the roof vent. A sealed semi-rigid structure also may be used where employees have access through a side door. 90% of the air draw must be from the tank proper.
- G. Construct the semi-rigid structure from 8 ft. x 8 ft. x 6 ft. high scaffold framing and cover with tarps, with all edges lapped 2 ft. minimum and an overlapped entranceway.

3.04 VENTILATION REQUIREMENTS

- A. Supply mechanical ventilation sufficient to change air in the tank six (6) times each hour.

- B. In calculating air exchange, the dust collector air capacity can be considered a part of the air being changed up to 50% of ventilation requirements.
- C. Use roof, riser, access tube or sidewall manholes with fans to move the required air.
- D. Ventilate wet interior areas a minimum of seven (7) days after completion of painting, or longer until the wet interior coating has fully cured. Maintain ventilation at the rate of two (2) complete air changes per hour.
- E. Additional ventilation openings may have to be installed by the contractor. Submit size, details, and location(s) for approval by the Owner prior to cutting any opening. All costs associated with repairs by a certified welder are incidental
- F. (Ventilation with exterior containment): All fans must blow into the structure unless the exterior containment is fully deployed. Air filtration unit for the exterior must be operating.
- G. (Ventilation using dry riser but no exterior containment): Connect the air filtration unit per this Section, Dust Containment – Interior. All fans at the bottom manhole may blow out into the dry interior if all manholes are shut, forcing the dust down. Zero release to the atmosphere will be permitted.

3.05 LIGHTING of WORK SPACE

- A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all inspections.
- B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
- C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.
- D. Protect from paint overspray and damage from abrasive materials.
- E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during inspection, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for inspection. All work must conform to specification requirements prior to the scheduled inspection.
- F. Measure the illumination at the work surface in the plane of the work.

3.06 PREQUALIFIED PAINTING SUBCONTRACTORS

- A. Subject to compliance with requirements, the following painting subcontractors are prequalified to complete painting of exterior, including art work, and dry interior:

George Kountoupes Painting
 661 Southfield Rd.
 Lincoln Park, MI 48146

Phone: 313-388-9400
 Fax: 313-389-1298

L.C. United Painting Co., Inc.
3525 Barbara Dr.
Sterling Heights, MI 48310
Phone: 586-979-2855
Fax: 586-979-8053

Seven Brothers Painting
50805 Rizzo Dr.
Shelby Twp., MI 48315
Phone: 586-323-7054
Fax: 586-412-0368

Era Valdivia Contractors
11909 South Avenue O
Chicago, IL 60617
Phone: 773-721-9350
Fax: 773-721-8027

Maxcor
900 Country Creek Dr.
New Lenox, IL 60451
Phone: 815-838-4370
Fax: 815-838-4616

Classic Protective Coatings
N7670 State Hwy. 25
Menomonie, WI 54751
Phone: 715-233-6267
Fax: 715-233-6268

American Suncraft
10836 Schiller Rd.
Medway, OH 45341
Phone: 937-849-9475
Fax: 937-849-9474

TMI Coatings
3291 Terminal Dr.
St. Paul, MN 55121
Phone: 651-452-6100
Fax: 651-452-0598

D&M Painting
1500 Amity Ridge Rd.
Washington, PA 15301
Phone: 724-229-0440
Fax: 724-229-0441

Civil Coatings and Construction
1651 W. Lincolnway
Valparaiso, IN 46385
Phone: 219-531-5300
Fax: 219-531-5301

Jetco Ltd.
20413 Rand Rd.
Palatine, IL 60067
Phone: 847-438-4550
Fax: 847-438-3962

PART 4 – SPECIAL PROVISIONS

4.01 WELD PREPARATION PRIOR TO COATING

- A. Prepare all new welds per NACE RPO 0178 prior to coating application. Grind welds to category D.

4.02 SCHEDULING

- A. Complete all welding and any other work that damages the coating before paint operations begin, including surface preparation. The exception is paint removal in the weld area.
- B. If contractor wants a variance in this schedule, request the change and give reason in writing to the project manager. The project manager will reply with a written Field Order if change is approved. Engineer reserves the right to put further restrictions in Field Order. If contractor objects to restrictions, he may revert to the original specifications.

4.03 GRASS RESTORATION

- A. The contractor is to report any damaged ground at the construction site in writing prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the contractor.
- B. Refill all holes, ruts etc. and level area around the construction site to the original grade.
- C. Fill material to be clean soil, no gravel, rocks or construction debris is to be used as fill material without the Owner's consent.
- D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
- E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs/acre. Use seed intended for the climate.
- F. Work to be completed to the Owner's satisfaction.

END OF SECTION

SECTION 09 97 13.10 - STEEL COATING SURFACE PREPARATION
AND WASTE DISPOSAL REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Full Field Abrasive Blasting.

1.02 REFERENCES

- A. AWWA Standards:
 - 1. D102-11 Painting Steel Water Storage Tanks.
- B. SSPC and NACE Standards:
 - 1. SP6/NACE No. 3 – Commercial Abrasive Blast.
 - 2. SSPC Guide-7 Disposal of Lead Contaminated Surface Preparation Debris.
 - 3. VIS 1 (Visual standard for abrasive blasted metal).

1.03 WORK INCLUDED – SURFACE PREPARATION

- A. Exterior: Abrasive blast clean to a SSPC-SP6 commercial standard with containment.
- B. Dry Interior: Abrasive blast clean to a SSPC-SP6 commercial standard.
 - a. Contractor shall verify that fill pipe and portion of existing pit piping not be replaced under Contract No. 1, as shown on the Drawings, is steel pipe prior to abrasive blasting.
- C. Lead/Chrome Paint: For additional requirements see Section 09 97 13.12 Lead/Chrome Disposal.
- D. Containment: For additional requirements see Section 09 97 13.11.01.

1.04 WASTE SAMPLING

- A. Sample waste from each portion of the project and keep waste segregated. Send to a NLLAP certified lab and test for TCLP for 8 metals.
- B. The owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
- C. Pay all lab fees for 8 metals TCLP analysis on waste samples, total lead, and chrome on soil samples, and any subsequent testing if clean-up is warranted.

PART 2 – PRODUCTS

2.01 EXTERIOR TANK CLEANER

- A. United 727 Weather-Zyme as manufactured by United Laboratories, 320 37th Ave., St. Charles, IL 60174 1-800-323-2594.

2.02 ABRASIVE with BLASTOX

- A. The abrasive shall be 20-40 grade, or 30-60 grade coal slag blended with Blastox. The mixture shall be proportioned by supplier, but not less than 15% Blastox.
- B. Other low dust abrasive may be used at the same proportion.
- C. The abrasive shall be free of moisture, water soluble contaminants, dust, and oil.
- D. The abrasive shall be stored and covered to prevent moisture contamination.
- E. All leaking or spilling bags shall be removed, and affected areas properly cleaned.
- F. All slag abrasive shall meet requirements of SSPC-AB1 "Mineral and Slag Abrasive" June 1, 1991-Grade 3.
- G. The use of silica sand, flint sand, and glass beads is prohibited.
- H. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.
- I. Blastox used for non-immersion surfaces only.

2.03 RECYCLABLE STEEL GRIT – ALTERNATE

- A. Use recyclable steel grit size G-25 or G-50.
- B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
- C. The abrasive is to be stored and covered to prevent moisture contamination.
- D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
- E. All recyclable steel grit shall meet requirements of SSPC-AB1 "Metallic Abrasive" June 1, 1991.
- F. All abrasive and grit material used, and all equipment supplied shall be subject to approval of the engineer. The abrasive or grit shall be sharp enough and hard enough to remove the mill scale, rust, and paint.

PART 3 – EXECUTION

3.01 PRE-SURFACE PREPARATION – EXTERIOR and DRY INTERIOR

- A. Low pressure water clean at 4,000 psi all surfaces and appurtenances to remove mildew, soot, and other contaminants.
- B. Use a biodegradable algaecide for the exterior approved by the engineer.
- C. Hand wash with a higher concentration of algaecide any mildew not removed by power washing.

- D. Mix algaecide at level recommended by the manufacturer, but not at a level that could result in an environmental problem.
- E. Hold water jet nozzle using a 0° or 15° tip perpendicular (90° to surface) at all times. Maintain a water jet nozzle distance of 2 in. – 10 in. from the surface.

3.02 COMMERCIAL BLAST (SSPC-SP6) – EXTERIOR and INTERIOR

- A. Abrasive blast clean all surfaces and appurtenances to a commercial finish (SSPC-SP6), latest edition thereof.
- B. Maintain a profile of 1.0 – 2.0 mils on abrasive blast cleaned surfaces.

3.03 HAZARDOUS WASTE DISPOSAL

- A. Contract directly with a licensed hazardous waste hauler who is properly licensed in the State of Michigan to haul hazardous material.
- B. Transport the debris for treatment to a licensed hazardous waste disposal site.
- C. The contractor will not be paid any retainage until paperwork has been submitted, including submittal of the hazardous waste manifest. Any original of the hazardous waste manifest shall be returned to the owner.
- D. Remove all hazardous waste from the site within thirty (30) days of completion of the blasting portion of the project.
- E. Payment for disposal of hazardous waste is incidental to the project.

3.04 WASTE DISPOSAL – NON-HAZARDOUS

- A. If after testing of the spent abrasive material the TCLP tests indicate the abrasive is not a hazardous waste, dispose the abrasive in a waste disposal facility.
- B. All waste shall be handled by a licensed hauler. Supply the owner with all proper documentation of the final disposal site. The actual bill of lading and all manifests will be required prior to any payment.

3.05 WASTE DOCUMENTATION

- A. Supply proper documentation of storage, transportation, and treatment, or disposal of the waste to the owner. The owner will retain sufficient funds to pay for hazardous waste transportation, treatment, and any possible fines until all documentation has been received. This retainage will be held, even if the waste has tested non-hazardous.

3.06 TESTING AND CLEAN-UP OF WASTE

- A. Daily collect all spent abrasive from the ground tarps and dispose in the required receptacles. Prior to receiving test results, spent abrasive shall be stored on ground tarps. The spent abrasive is to be covered and weighted down so no dust can be released.
- B. Furnish containers with proper labels for storage of the spent debris. Containers shall meet requirements of the EPA (or their local counterpart) for hazardous waste disposal. The spent abrasive will be moved directly from the tank into the waste containers. The containers will remain until final test results have been received. Furnishing containers with covers will be incidental to respective repaint, and will not be affected by the owner's final selection of respective interior or exterior disposal.
- C. Waste to remain on-site in covered receptacles until waste test results are received.

END OF SECTION

SECTION 09 97 13.11.01 - CONTAINMENT PROJECT – FLEXIBLE FRAME SYSTEM

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Flexible Frame Containment System Requirements.

1.02 REFERENCES

- A. SSPC Guides:
 - 1. Guide 6 – Containing Debris Generated During Paint Removal Operations.

1.03 SUBMITTALS

- A. Containment Plan.

1.04 ENVIRONMENTAL SAMPLING for EXTERIOR CONTAINMENT

- A. Collect four (4) pre-project soil samples, compile a map, and collect four (4) post-project soil samples. Send samples to a NLLAP certified lab and test for total lead and chrome.
- B. Sample waste from each portion of the project, and keep waste segregated. Send to a NLLAP certified lab and test for TCLP 8 metals.
- C. The owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
- D. Pay all lab fees for 8 metals TCLP analysis on waste samples, total lead and chrome on soil samples, and any subsequent testing fees if clean-up is warranted.
- E. Complete all sampling in accordance with EPA protocol.

1.05 PAYMENT

- A. Payment for Section 09 97 13.11.01 Containment is incidental to exterior painting unless otherwise stated in these specifications.

PART 2 – PRODUCTS

2.01 DUST COLLECTORS – AIR FILTRATION UNITS

- A. Furnish and use a dust collector during all blasting work.
- B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5 micron size and airflow movement.
- C. Use 30,000 cfm minimum for all exterior blast work.

- D. Substitution of steel grit blasting may decrease the requirements of above. New requirements will be defined by the engineer based on the efficiency of the contractor's equipment.
- E. Furnish HEPA filters for dust collection.
- F. Number of dust collectors shall be sufficient to supply a 50 ft./minute downward draft at most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow shall be included in the containment submittal.
- G. Use only new filters or filters certified clean.

2.02 GROUND TARPS

- A. Use impermeable ground tarps, 20 mils thick.
- B. Use ground tarps able to withstand the anticipated construction traffic without tearing or separating.

2.03 CONTAINMENT SHROUDS

- A. All shroud material and superstructure shall be non-penetrating, nylon rip-stop material manufactured by Eagle Industries, or approved equal. Approval of alternate material will be based on density, weight, support strength, stitching, reinforcement, home office experience, and staff assistance.

2.04 CONTAINMENT CONNECTIONS to TANK

- A. Steel plating and other Structural Shapes – ASTM A36.
- B. Bolts – ASTM A307.
- C. Welds – E70XX Electrodes.

PART 3 – EXECUTION

3.01 DUST CONTAINMENT – EXTERIOR

- A. Do everything within industry standards to minimize dust as a nuisance. Required procedures include: angle of abrasive impact, direction of nozzle spray, orifice pressure, and work stoppage due to wind speed or direction.
- B. Complete any additional measures required in these specifications. There will be no negotiations for extra compensation for nuisance complaints and corrective measures.
- C. Fully inspect the area, land use, and other pertinent local conditions prior to bidding exterior work.
- D. Do not permit dust, abrasive, or paint chips to fall outside the containment system perimeter or ground cover.
- E. Do not permit any visual dust release when transferring abrasive from either the interior or exterior of the structure to the dumpsters. Suppress dust with tarps or water, or other preapproved method.

3.02 CONTAINMENT DURING ABRASIVE BLAST CLEANING – EXTERIOR – SSPC-GUIDE 6 – CLASS 1A

- A. Furnish and install a total containment system to be used during all dust generating work.
- B. This specification is intended to be performance based. Alternative procedures to accomplish the same purpose of dust or lead elimination may be submitted for review. The final determination if the alternate performs as well as total containment will rest solely with the engineer. Printed material and test results by independent firms will be considered, but not govern. Rejection of an alternative after bid opening will not relieve the contractor of any responsibility to complete the work as bid, unless his bid states that his bid is to be withdrawn if the alternate is rejected. Submit a sketch of the alternate containment procedures with bid.
- C. Contain waste abrasive and paint chips to the area immediately under the structure. No release outside the containment system will be permitted. The shrouds will be erected on all sides of the tank for 360°.
- D. Cover the roof with containment shrouds. Separate vertical tarps from the roof or sidewalls to allow waste from the roof to slip down the inside of the shields.
- E. Support the containment shields by temporary braces attached to the roof and ground. Leave space to allow rigging and equipment to be used within the shields. Extend the bracing out from the structure, and secure cables to the ground by use of deadmen. Design system, bracing, deadmen, shields, etc. depending on the size of the structure, availability of space, prevailing wind forces, and local restrictions.
- F. Immediately replace/repair any damaged shrouds. Discontinue blast operations until the damaged shrouds are repaired or replaced.
- G. Use air impenetrable walls and roof with either rigid or flexible framing.
- H. Overlap all seams by 2 ft. Completely seal all seams by stitching, taping, caulking, or other sealing measures.
- I. Any holes cut in steel platforms or the tank are to be rewelded, top and bottom, with 3/16 in. full fillet welds. Use reinforcements as required.

3.03 TANK CONNECTIONS

- A. In submittal, request approval of all welding and cutting on the tank.
- B. Cut all approved holes into the tank with rounded corners.
- C. Use a welder certified to complete the type and position weld necessary for attachment.
- D. All steel must be cleaned of lead paint by approved method before cutting or welding.

3.04 CONTAINMENT OPENINGS

- A. Design a means of ingress and egress of the containment structure. Access shall be through an overlapped door on each side of the chamber.
- B. Size of the structure shall be 8 ft. x 8 ft. x 6 ft. high. Fabricate the structure from scaffolding and cover with overlapping tarps secured in-place. Construct the chamber out of 6 ft. high scaffold sections. Install the scaffold so the majority of the scaffold is extended out from the containment. Minimum clear walking height shall be 54 in. Minimum width shall be 42 in.
- C. Fabricate the opening for exhaust air piping with a minimum 18 in. long tunnel firmly attached. Maintain the exhaust piping in as straight a line as possible to avoid restricting airflow. Exhaust air attachments may be elsewhere other than the entryway.
- D. Supply an operating HEPA vacuum in the entryway to vacuum off workers leaving the containment. Maintain the vacuum clean and serviced.

3.05 GROUND COVER

- A. Protect the ground from lead contamination. Include the area inside the containment, and a 10 ft. diameter around the outside of the containment.
- B. Lap all ground tarps a minimum of 2 ft. Lap the inside ground tarps up 2 ft. on the outside of the vertical shrouds. Lap the outside ground tarps 2 ft. under the inside tarps with slots for cables. This will prevent loss of abrasive material between the ground and vertical shrouds.

3.06 DAILY SHUTDOWN

- A. Clean all ground tarps daily. Collect all debris and store in barrels. Roll all tarps for storage, including all tarps inside containment. The purpose is to prevent the debris from being blown off the tarps.
- B. After blasting, clean all flat surfaces daily before the containment structure is lowered. Also clean all rigging and equipment before lowering containment, or removing the roof cover.

PART 4 – SPECIAL PROVISIONS

4.01 AVIATION LIGHTS

- A. Relocate the existing aviation lights or install temporary lights on the roof above the containment roof bonnet.
- B. Install before the roof bonnet is in place.
- C. The lights must be operational throughout the entire containment phase of the project.

END OF SECTION

SECTION 09 97 13.12 - LEAD/CHROME BASED PAINT REMOVAL REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Lead/Chrome Paint Removal.

1.02 PAINTER QUALIFICATIONS – LEAD PROJECTS

- A. CONTRACTOR shall complete all coating and surface preparation.
- B. Painter shall be specialized in industrial or heavy commercial painting, and experienced in removing lead based coatings.
- C. ALL CONTRACTORS SHALL BE PREQUALIFIED WITH Dixon Engineering.
- D. Submit five (5) successful paint projects of similar nature with the bid proposal if the engineer is not familiar with the CONTRACTOR's work.

1.03 SUBMITTALS

- A. Lead, Health & Safety Plan (LH&SP).
- B. Site Specific LH&SP including:
 1. Work procedures for each job classification.
 2. Administration and engineering controls to be used during exposure assessment period and expected exposure.
 3. Personal hygiene procedure.
 4. Site personnel register (updated as needed).
 5. Qualifications of competent persons and responsibilities. At this point, multiple qualified people may be submitted.
 6. 24 hour job site contact person.
 7. Site map showing ingress/egress and locate all equipment.

PART 2 – PRODUCTS

2.01 ABRASIVE with BLASTOX

- A. The abrasive shall be 20-40 grade, or 30-60 grade coal slag blended with Blastox. The mixture shall be proportioned by supplier, but not less than 15% Blastox.
- B. Other low dust abrasive may be used at the same proportion.
- C. The abrasive shall be free of moisture, water soluble contaminants, dust, and oil.
- D. The abrasive shall be stored and covered to prevent moisture contamination.

- E. All leaking or spilling bags shall be removed, and affected areas properly cleaned.
- F. All slag abrasive shall meet requirements of SSPC-AB1 Mineral and Slag Abrasive June 1, 1991-Grade 3.
- G. The use of silica sand, flint sand, and glass beads is prohibited.
- H. Blastox used for non-potable water tanks and structures only.

2.02 RECYCLABLE STEEL GRIT – ALTERNATE

- A. Use recyclable steel grit size G-25 or G-50.
- B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
- C. The abrasive is to be stored and covered to prevent moisture contamination.
- D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
- E. All recyclable steel grit shall meet requirements of SSPC-AB1 Metallic Abrasive June 1, 1991.

2.03 DECONTAMINATION FACILITY

- A. Provide a climatic controlled decontamination facility. The decontamination facility must include a minimum of three separate areas: a dirty area, a showering area, and a clean area. The unit shall be as manufactured by Eagle Industries of Louisiana, Inc.
- B. Entry and exit into the showering room must be through an approved airlock designed to prevent cross-contamination between any two areas.
- C. Equip the clean room with adequately sized lockers for each worker to secure and store clothing, valuables, and other personal belongings.
- D. Equip the decon facility with an onboard ion exchange lead filtration system capable of filtering all wastewater generated during hand washing operations, showering, laundering of towels and clothing, or from any other water used in cleaning.
- E. Recordkeeping log signed by each employee upon exiting that time was provided and decon procedures were followed.

PART 3 – EXECUTION

3.01 CLOTHING – CONTRACTOR

- A. Provide protective clothing for all personnel – disposal or laundered is acceptable.

3.02 NOTIFICATION of NEIGHBORS

- A. Enclose the entire project site, including the clean area, inside a yellow ribbon bearing the warning label of lead.

- B. Post signs around the project stating “CAUTION – LEAD HAZARD – DO NOT ENTER”
- C. The CONTRACTOR shall participate in any education notification program originated by the owner.

3.03 PERSONAL HYGIENE – LEAD PROJECTS

- A. Register all personnel on the site and try to maintain, as much as possible, the same crew.
- B. Any changes in crew size or personnel will require registration. Registration simply means notification to the owner or engineer of a new person on the job site.
- C. Inform all personnel of the dangers involved with lead from a health standpoint, and require use of washroom/decon facilities.
- D. Ensure proper use and compliance of personnel with health department and OSHA requirements.
- E. Complete CONTRACTOR certification form that all employees complied with OSHA 1926.62 hygiene rules, and CONTRACTOR, as employer, complied with their required OSHA housekeeping and compliance requirements.

END OF SECTION

SECTION 09 97 13.18.02 - DRY INTERIOR STEEL COATING – ZINC EPOXY SYSTEM

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting in the dry interior.

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.
 - 3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a two (2) coat or three (3) coat zinc epoxy system.

PART 2 – PRODUCTS

2.01 ZINC EPOXY POLYAMIDE – DRY INTERIOR

- A. Two (2) coat or three (3) coat epoxy polyamide system.
- B. Approved suppliers and systems: Dry interior access tube and bowl (3 coat system):

Manufacturer	System
Tnemec	94H ₂ O/66/66 (stripe)/66
Induron	Indurazinc MC-67/PE-70/PE-70 (stripe)/PE-70
Sherwin Williams	Corothane I/646PW/646PW(stripe)/646PW

- C. Approved suppliers and systems: Dry interior (all other surfaces including fill pipe and portion of existing pit piping not be replaced under Contract No. 1 as shown on the Drawings) (2 coats system)

Manufacturer	System
Tnemec	94H ₂ O/66 (stripe)/66
Induron	Indurazinc MC-67/PE-70 (stripe)/PE-70
Sherwin Williams	Corothane I/646PW(stripe)/646PW

PART 3 – EXECUTION

3.01 ZINC EPOXY POLYAMIDE – DRY INTERIOR

- A. Apply to all prepared areas a two (2) or three (3) coat epoxy system.
- B. Surface preparation has been previously defined in Section 09 97 13.10.

C. The access tube and dry interior bowl is to receive a three (3) coat system as follows:

Coat	Minimum D.F.T.	Maximum D.F.T.
Primer	2.5	3.5
Intermediate	3.5	5.5
Stripe	1.5	2.5
Topcoat	3.5	5.5
Total	9.5*	14.5*

*Stripe coat is not included in totals.

The epoxy coating in the access tube is to be brush and rolled.

D. Apply each coat of the two (2) system at the following rates for the rest of the dry interior (including fill pipe and portion of existing pit piping not be replaced under Contract No. 1 as shown on the Drawings):

Coat	Minimum D.F.T.	Maximum D.F.T.
Primer	2.5	3.5
Stripe	1.5	2.5
Topcoat	3.5	5.5
Total	6.0*	9.0*

*Stripe coat is not included in totals.

E. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure.

F. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

G. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

H. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.

3.02 SCHEDULE of WORK

A. Complete all exterior and interior welding prior to surface preparation.

END OF SECTION

SECTION 09 97 13.23.01 - EXTERIOR STEEL COATING –
FOUR COAT EPOXY URETHANE REPAINT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting on the exterior.

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.
 - 3. NACE RP 0178 Surface Finish Requirements.

1.03 WORK INCLUDED

- A. Application of a four (4) coat epoxy urethane system.
- B. Application of art painting.

PART 2 – PRODUCTS

2.01 EPOXY URETHANE – 4 COAT SYSTEM – EXTERIOR

- A. The coating shall be an epoxy urethane system.
- B. The contractor is advised to follow all rules for safety while using isocyanates.
- C. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer’s thinners.
- D. Approved suppliers and systems:

Manufacturer	System
Tnemec	66/66/1074/1074UV
Induron	PE-70/PE-70/I-6600/I-6600
Sherwin Williams	646PW/646PW/Acrolon Ultra/Acrolon Ultra

PART 3 – EXECUTION

3.01 EPOXY URETHANE – 4 COAT SYSTEM – EXTERIOR

- A. Apply to all prepared surfaces and appurtenances a four (4) coat epoxy urethane system in accordance with manufacturer’s recommendations for application based on climatological conditions.
- B. Surface preparation and paint requirements have been previously defined in Section 09 97 13.10. Apply all coating by brush and roller. Spray application is prohibited.

Apply each coat at the following rates:

Coat	Minimum D.F.T.	Maximum D.F.T.
Primer	2.0	3.0
Epoxy Intermediate	2.0	3.0
Urethane Intermediate	2.0	3.0
Topcoat	2.0	3.0
Total	8.0	12.0

- C. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.
- D. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- E. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- F. The contractor is advised that Dixon Engineering, Inc. will take dry film thickness readings on the exterior per SSPC-PA2 which requires gauge adjustment from magnetic plane to peak plane.

3.02 ART, LETTERING AND LOGO PAINTING

- A. Paint the art and lettering per the attached (Alternates No. 1A-1E), in the locations indicated.
- B. Submit 3D rendering of tank art, final mock-ups and color swatches for Owner approval prior to application. Stencils shall be provided to Owner upon request.
- C. Field verify location(s) and dimensions with the Owner prior to application.
- D. Approved Fluorourethane coating system:

<u>Manufacturer</u>	<u>System</u>
Tnemec	700
Induron	Perma-Gloss
Sherwin Williams	Fluorokem HS
- E. Apply art and lettering coating at 2.0 to 3.0 mils.
 - a. Contractor responsible to prevent undercoat bleedthrough and shall apply subsequent lettering/art coat as needed to provide complete coverage.

3.03 SCHEDULE OF WORK

- A. Complete all exterior and interior welding prior to surface preparation.

END OF SECTION

Alternate No. 1A: Art Work A



Side 1

Side 2

Alternate No. 1B: Art Work B



Side 1



Side 2

Alternate No. 1E: Art Work E



Two Sides

SECTION 09 97 23.23.01 - CONCRETE FOUNDATION COATING – TWO COAT EPOXY

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Painting of the tank concrete foundation(s).

1.02 REFERENCES

- A. SSPC and NACE Standards:
 - 1. PA1 – Paint Application.
 - 2. PA2 – Measurements and Calibration.

1.03 WORK INCLUDED

- A. Application of a two (2) coat epoxy system.

PART 2 – PRODUCTS

2.01 EPOXY POLYAMIDE – 2 COAT SYSTEM – FOUNDATION

- A. Two (2) coat epoxy polyamide system.
- B. Approved suppliers and manufacturers:

Manufacturer	System
Tnemec	66/66
Induron	PE-70/PE-70
Sherwin Williams	646PW/646PW

PART 3 – EXECUTION

3.01 EPOXY POLYAMIDE – 2 COAT EPOXY – FOUNDATION

- A. Apply to all prepared areas a two (2) coat epoxy system.
- B. Foundations to be water cleaned. Remove dirt 3” below grade around the entire foundation prior to coating, backfill once topcoat is dry to the touch.

- C. Apply each coat at the following rates:

Coat	Minimum D.F.T.	Maximum D.F.T.
Primer	3.5	5.5
Topcoat	3.5	5.5
Total	7.0	10.0

D. Allow the manufacturer's minimum time between coatings.

END OF SECTION

APPENDIX A

ANALYTICAL LABORATORY REPORT

Tuesday, January 20, 2015

Page 1 of 2

CUSTOMER: Dixon Engineering
1104 3rd Ave.
Lake Odessa, MI 48849

DATE RECEIVED: Wednesday, January 14, 2015
PO/PROJECT #:
SUBMITTAL #: 2015-01-14-009

LAB NUMBER: AB89729

Sampled By: Trevor Felton
Job Location: Ann Arbor, MI 500 Sphere-Manchester Rd
Sample Identification: 2- Ann Arbor 500 Sphere-Manchester Rd- exterior baseball

Date Sampled: Wednesday, January 14, 2015
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, January 15, 2015

<u>ELEMENT</u>	<u>RESULT (by dry weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	0.083 %	0.0013 %
Lead	10 %	0.0025 %

LAB NUMBER: AB89730

Sampled By: Trevor Felton
Job Location: Ann Arbor, MI 500 Sphere-Manchester Rd
Sample Identification: 3- Ann Arbor 500 Sphere-Manchester Rd- dry interior

Date Sampled: Wednesday, January 14, 2015
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, January 15, 2015

<u>ELEMENT</u>	<u>RESULT (by dry weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	0.0016 %	0.0013 %
Lead	15 %	0.0025 %

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

This report shall not be reproduced except in full, without written approval of CCC&L.

ANALYTICAL LABORATORY REPORT

Tuesday, January 20, 2015

Page 2 of 2

CUSTOMER: Dixon Engineering
1104 3rd Ave.
Lake Odessa, MI 48849

DATE RECEIVED: Wednesday, January 14, 2015
PO/PROJECT #:
SUBMITTAL #: 2015-01-14-009

Unless otherwise noted, the condition of each sample was acceptable upon receipt, all laboratory quality control requirements were met, and sample results have not been adjusted based on field blank or other analytical blank results. Individual sample results relate only to the sample as received by the laboratory.

Tests Reviewed By: Jason Kraai, Senior Analyst

CCC&L has obtained accreditation under the following programs:

- **National Lead Laboratory Accreditation Program (NLLAP)**
ELLAP: AIHA-LAP Laboratory ELLAP Accreditation Program Laboratory, ID#101030 (www.aihaaccreditedlabs.org)
OH: Ohio Department of Health Lead Poisoning Prevention Program, Approval #E10013 (www.odh.ohio.gov)
- **AIHA-LAP Laboratory IHLAP Accreditation Program** (www.aihaaccreditedlabs.org)
IHLAP: Laboratory ID#101030
- **National Environmental Laboratory Accreditation Program (NELAP)**
NY: State of New York Department of Health, Laboratory ID#11609 (Serial # 50712, 50715, 50716, 51544, 51697) (518-485-5570)
LA: State of Louisiana Department of Environmental Quality, Laboratory ID#180321 (Certificate 05036) (www.deq.louisiana.gov)
OK: Oklahoma Department of Environmental Quality, Laboratory ID#9993 (Certificate 2014-025) (www.deq.state.ok.us)

Testing which is performed by CCC&L according to test methods, or for elements which are not included in the table below fall outside of the current scope of laboratory accreditation. Customers are encouraged to verify the current accreditation status with the individual accreditation programs by calling or visiting the appropriate website for the applicable program.

SCOPE OF ACCREDITATION**Air and Emissions**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
Suspended Particulates: PM10 / TSP	40 CFR 50 Appendix J / 40 CFR 50 Appendix B	NY, LA
Lead in Airborne Dust	NIOSH 7300	ELLAP, OH, NY, LA
Lead in Airborne Dust	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH
Metals in Airborne Dust	EPA 600/R-93/200/ NIOSH 7300/ EPA 6010C	IHLAP
Surface Coating: Density	ASTM D1475	NY
Surface Coating: Percent Solids	ASTM D2697	NY
Surface Coating: Percent Water	EPA 24	NY
Surface Coating: Volatile Content	EPA 24 / ASTM D2369	NY

Solid Chemical Materials

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
TCLP	EPA 1311(Sample Preparation Method)	NY, LA, OK
Lead in Soil	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA, OK
Lead in Paint	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA
Lead in Paint	ASTM D 3335-85A/ EPA 6010C	NY
Lead in Dust Wipes	EPA 3050B/ EPA 6010C	NY, LA
Lead in Dust Wipes	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH
Ignitability	EPA 1010A	NY

Non-Potable Water / Analysis by ICP**Solid Chemical Materials**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>	<u>Method</u>	<u>Accreditation(s)</u>
Arsenic	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Barium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Cadmium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Chromium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Copper	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Lead	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA, OK
Mercury	EPA 245.1 Rev.3/ EPA 7470A	NY, LA, OK	EPA 7471B	NY, LA
Nickel	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Selenium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Silver	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Zinc	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Cobalt	----	----	EPA 6010C	NY, LA
Manganese	----	----	EPA 6010C	NY, LA
Acid Digestion	EPA 3010A	NY, LA	EPA 3050B	NY, LA

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CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.ccclabs.com www.gpinet.com

FOR LAB USE ONLY			
Properly Contained	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
ASTM E1792 wipes	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
Adequate Ph Adjust	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
Lab acidified: By/Date:	<i>N/A</i>		

Company: Dixon Engineering	Address: 1104 Third Ave Lake Odessa, MI 48809	Company Contact: Trevor F Telephone: 616-262-4838 E-Mail: danapaulin@dixonengineering.net	P.O./Proj #: Job Location: Ann Arbor, MI 500 Sphere-Manchester Rd
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MATRIX	TOTAL CONCENTRATION	MISC. TESTS	Special Instructions:
<input checked="" type="checkbox"/> PAINT CHIPS <input type="checkbox"/> SOIL <input type="checkbox"/> SPENT ABRASIVE <input type="checkbox"/> WIPE brand _____ <input type="checkbox"/> WASTEWATER <input type="checkbox"/> 37 mm CASSETTE <input type="checkbox"/> TSP FILTER <input type="checkbox"/> PM 10 FILTER <input checked="" type="checkbox"/> OTHER	<input type="checkbox"/> LEAD <input checked="" type="checkbox"/> LEAD, CAD, CHROME <input type="checkbox"/> RCRA (8) METALS <input type="checkbox"/> OTHER _____ <hr/> WASTE CHARACTERIZATION <input type="checkbox"/> LEAD TCLP <input type="checkbox"/> RCRA (8) METALS TCLP <input checked="" type="checkbox"/> OTHER asbestos PLM _____	<input type="checkbox"/> pH (Corrosivity) <input type="checkbox"/> Ignitability <input type="checkbox"/> VOC (Method 24) <input type="checkbox"/> Other _____ <hr/> TURNAROUND TIME <input type="checkbox"/> Same Day* <input type="checkbox"/> Rush* <input type="checkbox"/> Standard <input type="checkbox"/> Other _____	*Same Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.

CCC&L accepts Visa, MasterCard, and American Express. Please call for information.				WIPES	AIR SAMPLES					
CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	TIME		FLOW RATE			
						START	STOP	START	STOP	UNITS
AB 89728	1	01/09/15	Ann Arbor 500 Sphere-Manchester Rd - Fill pipe insulation							
AB 89729	2	01/09/15	Ann Arbor 500 Sphere-Manchester Rd-Exterior baseball							
AB 89730	3	01/09/15	Ann Arbor 500 Sphere-Manchester Rd- Dry interior							

Sampled By (Please print) : Trevor Felton Date Submitted: 01/12/15 Signature: *Dana Paulin*
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Method of Shipment: UPS
 Received for Laboratory by: *[Signature]* Date/Time: 1/14/15 11:24 Submittal #: 2015-61-14-009 12/07/12 Rev. 10

[Handwritten initials]



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 15-01-01343

Client: Corrosion Control Consultants
 4403 Donker Court
 Kentwood, MI 49512

Received Date: 01/16/2015
 Analyzed Date: 01/19/2015
 Reported Date: 01/20/2015

Project/Test Address: 5000 Sphere-Manchester Rd.; Ann Arbor, MI

Client Number:
 23-5108

Fax Number:
 616-940-8139

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
15-01-01343-001	Fill Pipe Insulation		Brown Fibrous; Homogeneous	NAD	75% Cellulose 15% Hair 10% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 23-5108
Project/Test Address: 5000 Sphere-Manchester Rd.; Ann Arbor,
MI

Report Number: 15-01-01343

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 79-M22012-1
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Mark Case

Reviewed By Authorized Signatory:



Howard Varner
General Manager

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected

1 PLM



EHS Laboratories™

Environmental Hazards Services, LLC
www.leadlab.com 7469 Whitepine Rd
(800)347-4010 Richmond, VA
(804)275-4907 (fax) 23237

Asbestos Chain-of-Custody



15-01-01343

Due Date:
01/21/2015
(Wednesday)
AE

MSK

Company Name: Corrosion Control Consultants & Labs Inc. Address: 4403 Donker Ct SE City/State/Zip: Kentwood, MI 49512

Phone: (616) 940-3112 Fax: () E-mail: jkrai@ccclabs.com; mswiech@ccclabs.com Acct. Number:

Project Name / Testing Address: 5000 Sphere-Manchester Rd City/State (Required): Ann Arbor, MI

Collected by: Trevor Felton Purchase Order Number: 2015-01-14-009

Turn Around Times : *If no TAT is specified, sample(s) will be processed and charged as 3-day TAT.*
1 - Day _____ 2 - Day _____ 3 - Day _____
Same Day (Must Call Ahead) _____ Weekend (Must Call Ahead) _____

No.	Client Sample ID	Date Collected	ASBESTOS						AIR		Volume (Total Liters)	COMMENTS		
			PLM	PLM Point Count 400	PLM Point Count 1000	PLM NY Protocol	PCM	TEM Chatfield (Bulk)	TEMAHERA (Air)	Time On			Time Off	Flow Rate (L/min)
1	Fill pipe insulation	1/9/15	✓											
2														
3														
4														
5														
6														
7														
8														
9														
10														

Released by: RT HARRIS Signature: R. Stano Date/Time: 1.16.15

CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.ccclabs.com www.gpinet.com

FOR LAB USE ONLY			
Properly Contained	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
ASTM E1792 wipes	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
Adequate Ph Adjust	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
Lab acidified: By/Date:	<i>N/A</i>		

Company: Dixon Engineering	Address: 1104 Third Ave Lake Odessa, MI 48809	Company Contact: Trevor F Telephone: 616-262-4838 E-Mail: danapaulin@dixonengineering.net	P.O./Proj #: Job Location: Ann Arbor, MI 500 Sphere-Manchester Rd
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MATRIX	TOTAL CONCENTRATION	MISC. TESTS	Special Instructions:
<input checked="" type="checkbox"/> PAINT CHIPS <input type="checkbox"/> SOIL <input type="checkbox"/> SPENT ABRASIVE <input type="checkbox"/> WIPE brand _____ <input type="checkbox"/> WASTEWATER <input type="checkbox"/> 37 mm CASSETTE <input type="checkbox"/> TSP FILTER <input type="checkbox"/> PM 10 FILTER <input checked="" type="checkbox"/> OTHER	<input type="checkbox"/> LEAD <input checked="" type="checkbox"/> LEAD, CAD, CHROME <input type="checkbox"/> RCRA (8) METALS <input type="checkbox"/> OTHER _____ <hr/> WASTE CHARACTERIZATION <input type="checkbox"/> LEAD TCLP <input type="checkbox"/> RCRA (8) METALS TCLP <input checked="" type="checkbox"/> OTHER asbestos PLM _____	<input type="checkbox"/> pH (Corrosivity) <input type="checkbox"/> Ignitability <input type="checkbox"/> VOC (Method 24) <input type="checkbox"/> Other _____ <hr/> TURNAROUND TIME <input type="checkbox"/> Same Day* <input type="checkbox"/> Rush* <input type="checkbox"/> Standard <input type="checkbox"/> Other _____	*Same Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.

CCC&L accepts Visa, MasterCard, and American Express. Please call for information.				WIPES	AIR SAMPLES					
CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	TIME		FLOW RATE			
						START	STOP	START	STOP	UNITS
AB 89728	1	01/09/15	Ann Arbor 500 Sphere-Manchester Rd - Fill pipe insulation							
AB 89729	2	01/09/15	Ann Arbor 500 Sphere-Manchester Rd-Exterior baseball							
AB 89730	3	01/09/15	Ann Arbor 500 Sphere-Manchester Rd- Dry interior							

Sampled By (Please print) : Trevor Felton Date Submitted: 01/12/15 Signature: *Dana Paulin*
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Method of Shipment: UPS
 Received for Laboratory by: *[Signature]* Date/Time: 1/14/15 11:24 Submittal #: 2015-61-14-009 12/07/12 Rev. 10

[Handwritten initials]

APPENDIX

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact:
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**



Vendor Conflict of Interest Disclosure Form

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

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

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

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

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	() Relationship to employee _____ () Interest in vendor's company _____ () Other _____

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

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

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

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

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