CITY OF ANN ARBOR INVITATION TO BID



# Wheeler Service Center Exterior Maintenance Painting FY22

ITB No. 4683

Due Date: June 3, 2021 by 10:00 AM (Local Time)

Public Services Public Works

Issued By:

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

# **TABLE OF CONTENTS**

TABLE OF CONTENTS	TC-1
NOTICE OF PRE-BID CONFERENCE	
INSTRUCTIONS TO BIDDERS	IB-1 to 6
INVITATION TO BID	ITB-1 to 3
BID FORMS	BF-1 to 8
CONTRACT	C-1 to 4
BOND FORMS	B-1 to 2
GENERAL CONDITIONS	GC-1 to 18

#### **SPECIFICATIONS**

#### ATTACHMENTS

City of Ann Arbor Prevailing Wage Declaration Form City of Ann Arbor Living Wage Forms City of Ann Arbor Vendor Conflict of Interest Disclosure Form City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice

# **NOTICE OF PRE-BID CONFERENCE**

A mandatory pre-bid conference for this project will be held on May 18, 2021 at 11:00 A.M. at the Wheeler Service Center, 4251 Stone School Road, Ann Arbor, MI 48108. Failure to attend the meeting and sign the ITB No. 4683 sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting 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 Clarifications / Designated City Contacts

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 May 20, 2021 by 3:00 pm (local time) and should be addressed as follows:

Specification/Scope of Work questions emailed to kapennington@a2gov.org Bid Process and 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 Kirk Pennington at <u>kapennington@a2gov.org</u> 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 **June 3, 2021 by 10:00 AM (local time).** 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. 4683 - Wheeler Service Center Exterior Maintenance Painting FY22.** 

#### Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, c/o Customer Services, 1<sup>st</sup> Floor 301 East Huron Street Ann Arbor, MI 48104

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

The following forms provided within this ITB Document should be included in submitted bids.

- City of Ann Arbor Prevailing Wage Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. 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.

### 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. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

### Bid Security

Each bid <u>must be accompanied</u> 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

# 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 cannot 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-2 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-1, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Prevailing Wage Form provided in the Attachment section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before 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: beta.SAM.gov.

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

### 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.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

# 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.

### Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except

when it is providing power or electrical energy to equipment or a tool that is actively in use.

### **Environmental Commitment**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

# **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 City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, 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 1:320 (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 certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. 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 \_\_\_\_\_, 202\_.

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 \_\_\_\_, 202\_
(Print) Name \_\_\_\_\_ Title \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_
Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_
Email \_\_\_\_

Section 1 – Schedule of Prices

Company:

Project: Wheeler Service Center - Exterior Maintenance Painting FY22

#### **Base Bid**

For the entire work outlined in these documents for **ITB# 4683** complete as specified, using equipment and materials only of the type and manufacturers where specifically named.

Price in words

(\$\_\_\_\_\_) Price in numerals

#### Section 2 – Material, Equipment and Environmental 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.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number

**Description** 

Add/Deduct Amount

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 \_\_\_\_\_ Date \_\_\_\_\_

#### 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 \_\_\_\_\_ Date \_\_\_\_\_

#### 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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

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

Subcontractor (Name and Address)

<u>Work</u>

<u>Amount</u>

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	Date
--	------

### Section 5 – References

Include a minimum of two (2) references from similar project completed within the past 3 years.

### [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

Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organi	I. Organization Name:				
Social Securit	ty or Federal Employer	I.D. #:			
Address:					
City:		State:	Zip:		
Type of Orgar	nization (circle one belo	ow):			
Individual	Partnership	Corporation	Joint Venture	Ot	her
lf "Other" plea	ise provide details on th	ne organization:			
Year organiza	ition established:				
2. Curren organization:	t owners/principals/r	members/managing	members/partners	of	the
3. Assum	ed Names, "doing busi	ness as" d/b/a, and/o	r former organization	name	 s(s),

if applicable: \_\_\_\_\_

Explanation of any business name changes:

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

6. List the state and local licenses and license numbers held by the bidder:

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

# 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:

> Administrative Use Only Contract Date:

# CONTRACT

THIS CONTRACT is 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 **Wheeler Service Center Exterior Maintenance Painting FY22, ITB# 4683**] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

- Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable) Vendor Conflict of Interest Form Prevailing Wage Declaration of Compliance Form (if applicable) Bid Forms Contract and Exhibits Bonds
- General Conditions Standard Specifications Detailed Specifications Plans Addenda

#### **ARTICLE II - Definitions**

#### Administering Service Area/Unit means Public Services / Public Works

Project means Wheeler Service Center, Exterior Maintenance Painting FY22, ITB# 4683

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: Kirk Pennington whose job title is Public Works Supervisor. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

Contractor's Representative means \_\_\_\_\_ [Insert name] whose job title is [Insert job title].

#### **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.
- (B) The entire work for this Contract shall be completed within thirty (30) consecutive calendar days.
- (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 \$250.00 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.

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.

#### ARTICLE IV - The Contract Sum

(A) The City shall pay to the Contractor for the performance of the Contract, the lump sum price as given in the Bid Form in the amount 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 any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by 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 Contract, 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 Contract.

#### **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. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

#### **ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold 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. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

#### **ARTICLE X - Entire Agreement**

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the

City and the Contractor.

#### **ARTICLE XI – Electronic Transactions**

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

FOR CONTRACTOR	FOR THE CITY OF ANN ARBOR
Ву	By Christopher Taylor, Mayor
Its:	
	By Jacqueline Beaudry, City Clerk
	Approved as to substance
	Ву
	Tom Crawford, City Administrator
	Ву
	Services Area Administrator
	Approved as to form and content
	Stephen K. Postema, City Attorney

### **PERFORMANCE BOND**

(1)	-6	(asternal to as "Drivein all")		
	of and	(referred to as "Principal"), , a corporation duly authorized		
	to do business in the State of Michigan	, a corporation duly autorized in (referred to as "Surety"), are bound to the City of Ann Arbor,		
		, the payment of which Principal and Surety bind		
	themselves, their heirs, executors, ad	Iministrators, successors and assigns, jointly and severally,		
	by this bond.			
(2)	The Principal has entered a written Co	ntract with the City entitled Wheeler Service Center, Exterior		
		o. 4683 and this bond is given for that Contract in compliance		
		ic Acts of 1963, as amended, being MCL 129.201 <u>et seq</u> .		
(3)		the City to be in default under the Contract, the Surety may		
	promptly remedy the default or shall p	romptiy:		
	(a) complete the Contract in accorda	nce with its terms and conditions; or		
	(b) obtain a bid or bids for submissio	n to the City for completing the Contract in accordance with		
		determination by Surety of the lowest responsible bidder,		
		bidder and the City, and make available, as work progresses,		
		ompletion less the balance of the Contract price; but not		
		I damages for which Surety may be liable hereunder, the		
(1)	amount set forth in paragraph 1.	City if the Dringing fully and promotily performs under the		
(4)	Contract.	e City if the Principal fully and promptly performs under the		
(5)		ion of time, alteration or addition to the terms of the Contract		
(0)	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,			
		ne Contract or to the work, or to the specifications.		
(6)		that signatures on this bond may be delivered electronically		
	in lieu of an original signature and agree to treat electronic signatures as original signatures that			
		hay be executed and delivered by facsimile and upon such be deemed to have the same effect as if the original signature		
	had been delivered to the other party.			
SIGN	ED AND SEALED this day of	, 202		
(Nam	e of Surety Company)	(Name of Principal)		
Ву		Ву		
(S	Signature)			
		(Signature)		
lts		Its (Title of Office)		
(Tit	le of Office)	(Title of Office)		
Appro	oved as to form:	Name and address of agent:		
		č		
Stark	en K. Postema, City Attorney			
Sieph	ien K. Postema, Gity Allomey			

# LABOR AND MATERIAL BOND

(1)			
	of	(referred to as	
	"Principal"), and	, a corporation duly authorized	
	to do business in the State of Michigan, (refe	erred to as "Surety"), are bound to the City of Ann Arbor,	
	Michigan (referred to as "City"), for the use a	and benefit of claimants as defined in Act 213 of Michigan	
	Public Acts of 1963, as amended, being MCL 129.201 <u>et seq</u> ., in the amount of		
	\$, for the payment of which Principal and Surety bind themselves, their h		
	executors, administrators, successors and as	ssigns, jointly and severally, by this bond.	
(2)	The Principal has entered a written Contract	with the City entitled	
	for ITB No	; and this bond is	
		No. 213 of the Michigan Public Acts of 1963 as amended;	
(3)	•	bay claimants for labor and material reasonably required	
(•)	under the Contract, the Surety shall pay those claimants.		
(4)			
• •	obligation if the Principal promptly and fully pays the claimants.		
(5)	Principal, Surety, and the City agree that sign	atures on this bond may be delivered electronically in lieu	
. ,	of an original signature and agree to treat electronic signatures as original signatures that bind them to		
	this bond. This bond may be executed and de	elivered by facsimile and upon such delivery, the facsimile	
	signature will be deemed to have the same e	effect as if the original signature had been delivered to the	
	other party.		
SIG	GNED AND SEALED this day of	, 202_	
-	ame of Surety Company)	(Name of Principal)	
Ву	(Signature)	Ву	
	(	(Signature)	
Its_	(Title of Office)	Its (Title of Office)	
(		(The of Office)	
Ap	proved as to form:	Name and address of agent:	
Ste	ephen K. Postema, City Attorney		

# **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.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Attachments herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Attachment section or a City-approved equivalent will be required along with wage rate interviews.

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.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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 MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX 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.

# 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 Co

# **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 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 that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of

policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

Required insurance policies include:

(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 04 13 or current equivalent. 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 that 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 Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate, which,
	notwithstanding anything to the contrary herein, shall be
	maintained for three years from the date the Project is completed.

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 for any insurance listed herein.

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which Documentation must provide and approval shall not be unreasonably withheld. demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
  - (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
  - (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

# 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 \_\_\_\_\_\_, 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 \_\_\_\_\_\_. 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 t	this day of, County, Michigan	20_
Notary Public County, MI My commission expires on:		

# **SPECIFICATIONS**

EXTERIOR PAINTING - Appendix 1

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings identifying locations to be addressed with this bid.
- B. Original paint submittal.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates.
- B. Related Requirements: NONE

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - **3**. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.1 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

MPI# 72 - Polyurethane, 2 Component, Pigmented, Gloss Benjamin Moore DM74/75 Aliphatic Acrylic Urethane Gloss See as-built prints for appropriate colors and locations.

- B. Ready mixed, unless intended to be a field-catalyzed coating.
- C. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - **3.** Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  - 4. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

PART 3 - EXECUTION 3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Proceed with coating application only after unsatisfactory conditions have been corrected. Application of coating indicates acceptance of surfaces and conditions.

- 3.2 PREPARATION
  - A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
  - B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
    - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
  - C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - D. Steel Substrates: Clean using methods recommended in writing by paint manufacturer, but not less than the following as appropriate for the area:
    - 1. SSPC-SP-1, "Solvent Cleaning"
    - 2. SSPC-SP 2, "Hand Tool Cleaning."
    - 3. SSPC-SP 3, "Power Tool Cleaning."
    - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

5. SSPC-SP 15, "Commercial Grade Power-Tool Cleaning"

#### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. If spray application is used, surrounding areas must be protected from overspray.
  - 3. Paint surfaces behind movable items same as similar exposed surfaces.
  - 4. Paint both sides and edges of exterior pedestrian doors and entire surface of exterior pedestrian door frames.
  - 5. Paint entire frame of exterior roll-up doors. Do not paint roll-up door.
  - 6. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. All paint and coatings shall be applied in a workman like manner so as to produce an even film of specified uniform thickness. Edges, corners, crevices, and joints shall receive special attention to ensure that they have been thoroughly cleaned and that they receive an adequate thickness of paint. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat of paint would not increase the hiding. All coats shall be applied so as to produce a film of uniform thickness. Special attention shall be given to ensure that edges, corners, crevices, welds, and similar areas receive a film thickness equivalent to adjacent areas.

#### 3.5 CLEANING AND PROTECTION

- A. The contractor will be responsible for properly maintaining the work site, for storing materials in a safe and secure manner, for removal and disposal of any and all debris generated by the work performed within 24 hours, and, upon completion, for cleaning the site to a pre-work condition
- B. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- C. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

#### 4.0 GUARANTEE

A. A two (2) year guarantee which commences on the date of acceptance against failure of all coatings shall be provided. Failure of any coating during the guarantee period shall be repaired by the Contractor who shall absorb all costs related to the repair of the coating. As part of this two (2) year guarantee, the Contractor shall perform an inspection of all painted surfaces at 11 months from date of acceptance with an Owner's representative. All coating failures shall be repaired. The costs of this inspection and any repair services shall be the Contractor's responsibility. All personnel present at the Pre-Job Conference shall attend this inspection. All defective Work shall be repaired in accordance with this Specification

and to the satisfaction of the Owner or his/her appointed representative.

	Drawing: P:\2005\05309\Dwgs\ Date: Sep 11, 2008, 2:44pm	5		
0	<b>ب</b>		٠	N

Y-322	X-221     PROCESS     PIPING       Y-201     FLOOR     PLAN     P       Y-202     FLOOR     PLAN     P       Y-210     ACCESS     CONTROL       Y-210     ACCESS     CONTROL       Y-211     TELECOM     SYSTEM       Y-220     ELECTRICAL     SYS       Y-220     MISCELLANEOUS     X	Image: Solution of the second seco	Y-101       FLOOR       SPECIAL       ELECTRICAL       SYSTEM         Y-102       FLOOR       PLAN       PART       'A'       SPECIAL       EL         Y-102       FLOOR       PLAN       PART       'B'       SPECIAL       EL         Y-103       FLOOR       PLAN       PART       'C'       SPECIAL       EL         Y-103       FLOOR       PLAN       PART       'C'       SPECIAL       EL         Y-110       ACCESS       CONTROL       SYSTEM       DOOR       DETAILS         Y-111       TELECOM       SYSTEMS       DICAUS       & RACK       ELECTRICAL       SYSTEMS       DIANS       & RACK       ELECTRICAL       SYSTEMS       SOLITION       <	ELECTRICAL RISER DIAGRAM         MISCELLANEOUS DETAILS, NOTES, & SITE LIGHTING CONTROL         MISCELLANEOUS DETAILS, NOTES, & SITE LIGHTING CONTROL         EQUIPMENT         EQUIPMENT LAYOUT NOTES AND DETAILS         SPECIAL ELECTRICAL SYSTEMS         LEGEND, GENERAL NOTES, AND ABBREVIATIONS         SITE SPECIAL ELECTRICAL SYSTEM         COMMUNICATION INFRASTRUCTURE ONE LINE DIAGRAM         MISCELLANEOUS SYSTEM DETAILS         MISCELLANEOUS SYSTEM DETAILS	·         ·	
Image: Sector of the sector		NT       LAYOUT         NT       LAYOUT         PIPING       N         PIPING       N         N       N <td>EQUIPMENT         Image: Constraint of the second second</td> <td>STONE SCHOOL ROAD AT ISSA SHOPPING PLAZA       I         COVER SHEET       I         EXISTING CONDITION, DEMOLITION, AND LAYOUT &amp; STRIPPING       I         CONSTRUCTION PLAN - GRADING AND SDIL ERDSION CONTROL       I         TRAFFIC CONTROL OLAN AND STORM PROFILE       I         DETAILS       I         SITE LIGHTING PLAN AND FIXTURE SCHEDULE       I         SITE POWER PLAN       I</td> <td></td> <td></td>	EQUIPMENT         Image: Constraint of the second	STONE SCHOOL ROAD AT ISSA SHOPPING PLAZA       I         COVER SHEET       I         EXISTING CONDITION, DEMOLITION, AND LAYOUT & STRIPPING       I         CONSTRUCTION PLAN - GRADING AND SDIL ERDSION CONTROL       I         TRAFFIC CONTROL OLAN AND STORM PROFILE       I         DETAILS       I         SITE LIGHTING PLAN AND FIXTURE SCHEDULE       I         SITE POWER PLAN       I		
Image: Constraint of the system of the s	ELECTRICAL       I <thi< th=""> <thi<< td=""><td>FIXTURE       SCHEDULE       I</td><td>ELECTRICAL         Image: Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"&gt;Colspan="2"Colspan="2"&gt;Colspan="2"Co</td><td>STORM SEVER &amp; WATER MAIN PROFILE, GRADING     Intersections       DRIVE APPROACH INTERSECTIONS     Intersections       ROAD MARKINGS, STRIPING &amp; SIGNAGE PLAN     Intersections       STORM SEVER DESIGN SCH, STRUCTURE SCH. &amp; QUALITY TABLE     Intersections       CROSS SECTIONS     Inters</td><td>X       436-540-05       X         X       436-540-06       I         X       436-540-07       R         X       436-540-08       I         X       436-540-09       X         X       436-540-10       X         X       436-540-10       X         X       436-540-10       X         X       436-540-10       X         X       436-540-100       X         X       436-540-106       X         X       436-540-106       X         X       436-540-106       X         X       436-540-101       X         X       436-540</td><td></td></thi<<></thi<>	FIXTURE       SCHEDULE       I	ELECTRICAL         Image: Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"Colspan="2">Colspan="2"Co	STORM SEVER & WATER MAIN PROFILE, GRADING     Intersections       DRIVE APPROACH INTERSECTIONS     Intersections       ROAD MARKINGS, STRIPING & SIGNAGE PLAN     Intersections       STORM SEVER DESIGN SCH, STRUCTURE SCH. & QUALITY TABLE     Intersections       CROSS SECTIONS     Inters	X       436-540-05       X         X       436-540-06       I         X       436-540-07       R         X       436-540-08       I         X       436-540-09       X         X       436-540-10       X         X       436-540-10       X         X       436-540-10       X         X       436-540-10       X         X       436-540-100       X         X       436-540-106       X         X       436-540-106       X         X       436-540-106       X         X       436-540-101       X         X       436-540	
	M-242       SANITARY ISDMETRICS         M-250       MECHANICAL SCHEDULES         M-260       FIRE PROTECTION FLOOR PLANS         Image: Ima	IBING       IBING <td< td=""><td>MECHANICAL         M-120       FOUNDATION       PLAN       PART       'A'       PLUN         M-121       FOUNDATION       PLAN       PART       'A'       PLUN         M-122       FOUNDATION       PLAN       PART       'A'       PLUN         M-123       FLOOR       PLAN       PART       'A'       PLUNBING         M-124       FLOOR       PLAN       PART       'A'       PLUMBING         M-125       FLOOR       PLAN       PART       'A'       PLUMBING         M-126       ENLARGED       PLAN       PART       'A'       PLUMBING         M-125       FLOOR       PLAN       PART       'A'       HVAC         M-130       FLOOR       PLAN       PART       'A'       HVAC         M-133       FLOOR       PLAN       PART       'A'       HEATING F         M-133       FLOOR       PLAN       PART       'A'       HEATING F         M-134       FLOOR       PLAN       PART       'A'       HEATING F         M-140       MECHANICAL       DETAILS       M-142       MECHANICAL       DETAILS         M-142       SANITARY       ISOMETRICS       MECHANICAL&lt;</td><td>X       436-547-14       DETAIL SHEET III         X       436-547-15       PITTSFIELD TOWNSHIP SPECIFICATIONS II         X       436-547-16       PITTSFIELD TOWNSHIP SPECIFICATIONS III         X       436-547-17       PITTSFIELD TOWNSHIP SPECIFICATIONS III         X       436-547-18       APPROVED PUB AREA PLAN         X       436-547-21       ARCHITECTURAL SITE SECTIONS         X       436-547-22       ARCHITECTURAL SITE DETAILS         X       436-547-23       ARCHITECTURAL SITE DETAILS         X       436-547-26       FUELCE/STORAGE BLDG PLUMBING COORDINATION PLAN         X       436-547-27       SAND/SALT BUNKERS - PLUMBING COORDINATION PLAN         X       436-547-28       DECANT BLDG. PLUMBING COORDINATION PLAN         X       436-547-29       COVERED STORAGE/PARKING - PLUMBING COORDINATION PLAN         X       436-547-29       COVERED STORAGE/PARKING - PLUMBING COORDINATION PLAN         X       436-547-21       IGHT FIXTURE SITE PLAN         X</td><td><math display="block">\begin{array}{c c c c c c c c c c c c c c c c c c c </math></td><td></td></td<>	MECHANICAL         M-120       FOUNDATION       PLAN       PART       'A'       PLUN         M-121       FOUNDATION       PLAN       PART       'A'       PLUN         M-122       FOUNDATION       PLAN       PART       'A'       PLUN         M-123       FLOOR       PLAN       PART       'A'       PLUNBING         M-124       FLOOR       PLAN       PART       'A'       PLUMBING         M-125       FLOOR       PLAN       PART       'A'       PLUMBING         M-126       ENLARGED       PLAN       PART       'A'       PLUMBING         M-125       FLOOR       PLAN       PART       'A'       HVAC         M-130       FLOOR       PLAN       PART       'A'       HVAC         M-133       FLOOR       PLAN       PART       'A'       HEATING F         M-133       FLOOR       PLAN       PART       'A'       HEATING F         M-134       FLOOR       PLAN       PART       'A'       HEATING F         M-140       MECHANICAL       DETAILS       M-142       MECHANICAL       DETAILS         M-142       SANITARY       ISOMETRICS       MECHANICAL<	X       436-547-14       DETAIL SHEET III         X       436-547-15       PITTSFIELD TOWNSHIP SPECIFICATIONS II         X       436-547-16       PITTSFIELD TOWNSHIP SPECIFICATIONS III         X       436-547-17       PITTSFIELD TOWNSHIP SPECIFICATIONS III         X       436-547-18       APPROVED PUB AREA PLAN         X       436-547-21       ARCHITECTURAL SITE SECTIONS         X       436-547-22       ARCHITECTURAL SITE DETAILS         X       436-547-23       ARCHITECTURAL SITE DETAILS         X       436-547-26       FUELCE/STORAGE BLDG PLUMBING COORDINATION PLAN         X       436-547-27       SAND/SALT BUNKERS - PLUMBING COORDINATION PLAN         X       436-547-28       DECANT BLDG. PLUMBING COORDINATION PLAN         X       436-547-29       COVERED STORAGE/PARKING - PLUMBING COORDINATION PLAN         X       436-547-29       COVERED STORAGE/PARKING - PLUMBING COORDINATION PLAN         X       436-547-21       IGHT FIXTURE SITE PLAN         X	$\begin{array}{c c c c c c c c c c c c c c c c c c c $	
	L SECTIONS	S       Image: Solution of the second s	Image: Non-State interview       X       A-116       CMU REINFURCING PLAN       PART 'A'         Image: Non-State interview       X       A-120       REFLECTED CEILING PLAN       PART 'A'         Image: Non-State interview       X       A-121       REFLECTED CEILING PLAN       PART 'C'         Image: Non-State interview       X       A-122       REFLECTED CEILING PLAN       PART 'C'         Image: Non-State interview       X       A-122       REFLECTED CEILING PLAN       PART 'C'         Image: Non-State interview       X       A-120       DIDOR SCHEDULES AND DIOR DETAILS         Image: Non-State interview       X       A-130       DIOR SCHEDULES AND DIOR DETAILS         Image: Non-State interview       X       A-140       EXTERIOR ELEVATIONS         Image: Non-State interview       X       A-141       EXTERIOR ELEVATIONS         Image: Non-State interview       A-141       EXTERIOR SECTIONS         Image: Non-State interview       X       A-161       WALL SECTIONS         Image: Non-State interview       X       A-163       WALL SECTIONS         Image: Non-State interview       X       A-164       WALL SECTIONS         Image: Non-State interview       X       A-165       WALL SECTIONS         Image: Non-State intevie	STORM SEVER PROFILES       STORM SEVER DESIGN COMPUTATIONS       I         STORM SEVER STRUCTURE SCHEDULE       SCHEDULE         SANITARY SEVER STRUCTURE SCHEDULE       SANITARY SEVER PLAN & PROFILES         SANITARY SEVER PLAN & PROFILES       MATER MAIN PROFILES         WATER MAIN PROFILES       MATER STRUCT. SCH., WATER STRUCT. SCH.         VATER MAIN PROFILES       MATER MAIN PROFILES         WATER MAIN PROFILES       MATER MAIN PROFILES         WATER MAIN PROFILES       MATER STRUCT. SCH., WATER STRUCT. SCH.         VATER MAIN PROFILES       MATER STRUCT. SCH., WATER STRUCT. SCH.         WATER MAIN PROFILES       MATER MAIN PROFILES         WATER MAIN PROFILES       MATER STRUCT. SCH., WATER STRUCT. SCH.         WATER MAIN PROFILES       MATER STRUCT. SCH., WATER STRUCT. SCH.         WATEN MAIN PROFILES       MATEN SEVER DESIGN, SANI. STRUCT. SCH., WATER STRUCT. SCH.         WETLAND MARATIVE       MITIGATION PLAN CROSS SECTION I         WETLAND PLAN VIEW & CROSS SECTION IV       MITIGATION PLAN VIEW & CROSS SECTION IV	$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	
Image: Normal System Syste	X A-211 F X A-211 F X A-212 F X A-213 E X A-213 E X A-214 R X A-221 R X A-221 R X A-221 R X A-221 R X A-221 R X A-220 R X A-221 R X A-220 R X A-221 R X A-220 R X A-221 R X A-220 R X A-221 R		S-14 S-14 S-14 S-14 S-15 S-15 S-15 S-15 S-15 S-15 S-15 S-15	T SECTION	X       436-547-02D       X         X       436-547-03A       X         X       436-547-03B       X         X       436-547-03B       X         X       436-547-03C       X         X       436-547-03B       X         X       436-547-03C       X         X       436-547-03C       X         X       436-547-04A       X         X       436-547-04B       X         X       436-547-04B       X         X       436-547-05C       Q         X       436-547-05A       Q         X       436-547-05B       Q         X       436-547-05C       Q         X       436-547-05C       Q         X       436-547-05C       Q         X       436-547-06C       L         X       436-547-06A       L         X       436-547-06C       L         X <t< td=""><td></td></t<>	
STRUCTURAL NOTESS-310STRUCTURAL NOTESS-320FOUNDATION PLAN - PART 'A'S-321FOUNDATION DETAILSS-322FOUNDATION DETAILSS-323FOUNDATION DETAILSS-324ADD ALTERNATE FOUNDATION PLANSS-330ROOF FRAMING PLAN - PART 'A'S-331ROOF FRAMING PLAN - PART 'B'S-332MEZZANINE & CANOPY FRAMING PLAN - PS-333MEZZANINE & CANOPY FRAMING PLAN - PS-334LINTEL PLAN - PART 'A'S-335LINTEL PLAN - PART 'B'S-336FRAMING DETAILSS-338FRAMING DETAILSS-338FRAMING DETAILSS-334ADD ALTERNATE ROOF FRAMING PLANS			STRUCTURAL       STRUCTURAL       NOTES         Note       X       S-110       STRUCTURAL       NOTES         Note       X       S-120       FOUNDATION       PLAN       PART       'A'         Note       X       S-121       FOUNDATION       PLAN       PART       'A'         Note       X       S-121       FOUNDATION       PLAN       PART       'A'         Note       X       S-122       FOUNDATION       PLAN       PART       'A'         Note       X       S-123       FOUNDATION       PLAN       PART       'A'         Note       X       S-124       FOUNDATION       PLAN       PART<'A'	GENERAL TITLE SHEET INDEX OF DRAVINGS SYMBOLS, LEGEND AND ABBREVIATIONS ARCHITECTURAL SITE LAYOUT PLAN ENLARGED SITE DETAILS ENLARGED SITE DETAILS ENLARGED SITE DETAILS CIVIL (SITE AND BUILDINGS) SITE PLAN COVER SHEET EXISTING CONDITIONS NORTHEAST SECTION EXISTING CONDITIONS NORTHEAST SECTION EXISTING CONDITIONS SOUTHEAST SECTION	A-000 T A-001 I A-001 I A-002 S A-003 A A-003 A A-003 A A-003 A A-005 E A-005 E A-006 E A-006 E A-006 E A-006 E A-006 E A-006 E A-007 A A-007 A A-008 E A-008 E A-08 A-08 E A-008 E A-008 E A-08 A-08 A-08 E A-08 A-08 A-08 A-08 A A-08 A-08 A-08 A-08 A-08 A-08 A-08 A-08	
	Wain     Wain     Wain       Wain     Wain	X X X X X X X X X X X X X X	0       0       1		X       X         X	

т

•

Q

•

د

٠

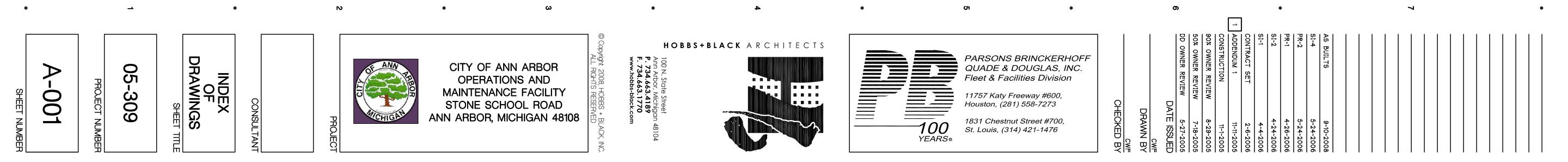
0

•

Β

•

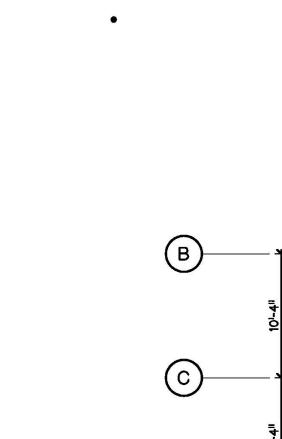
ш

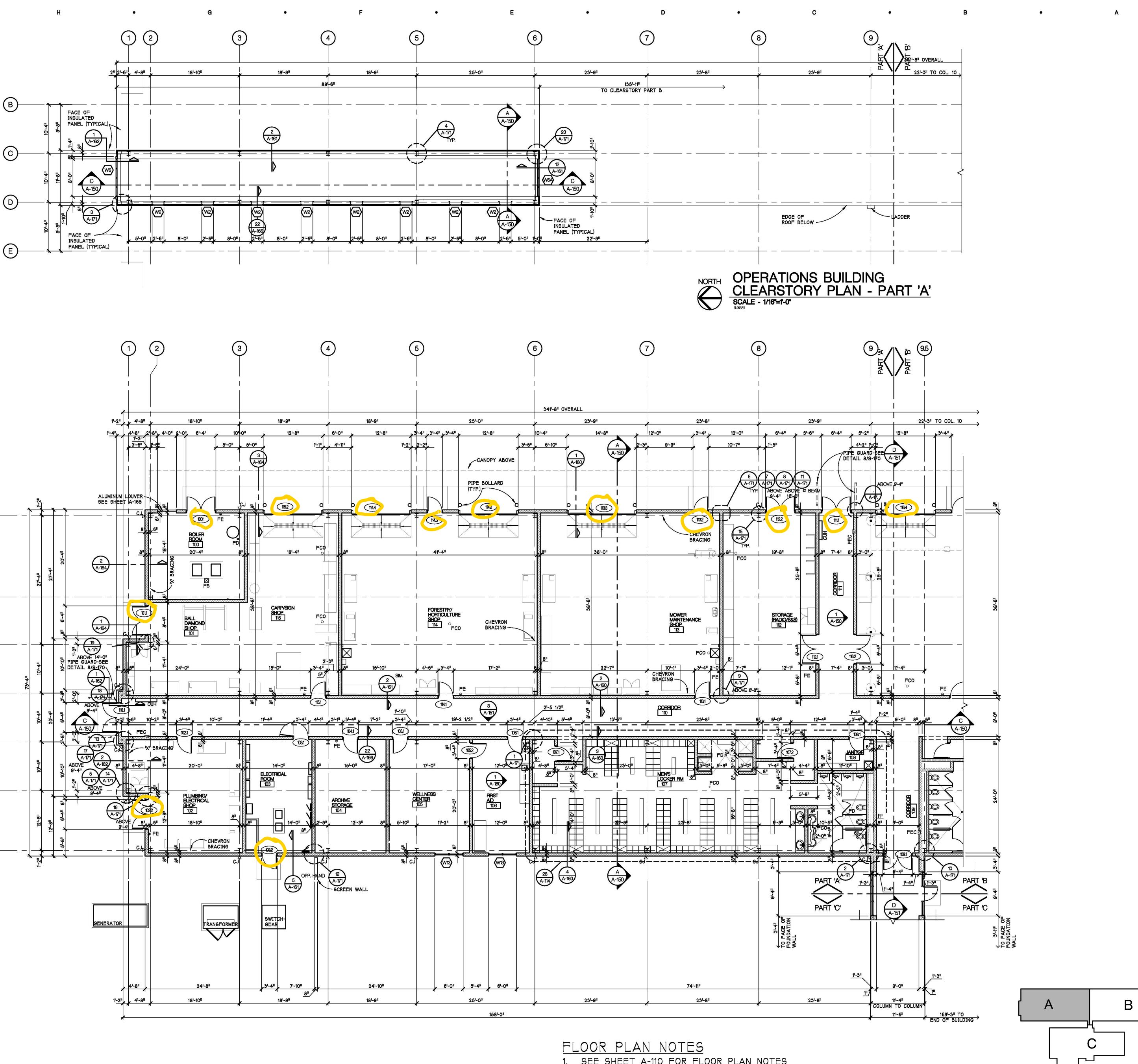


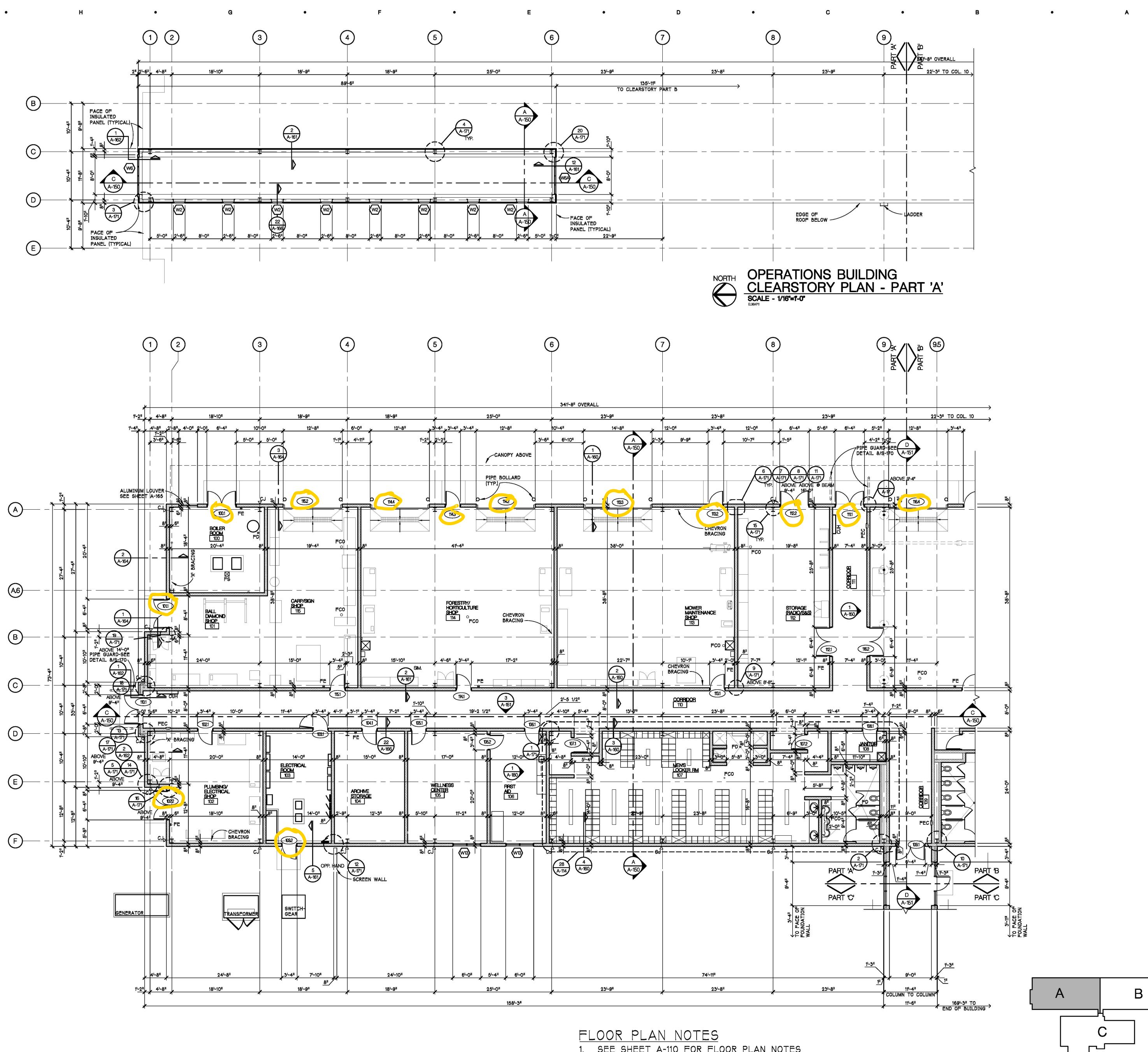
J

J

•









٠

G

٠

н

•

SEE SHEET A-110 FOR FLOOR PLAN NOTES SEE SHEET A-190 FOR FLOOR FINISH PLAN 3. SEE SHEET Q-111 AND Q-112 FOR EQUIPMENT PLANS

٠

С

D

٠

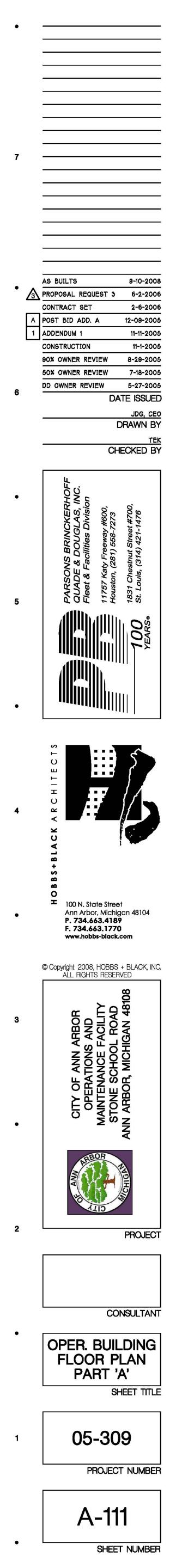
Ε

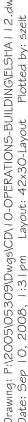
٠

NORTH KEY PLAN SCALE - N.T.S. ٠

в

•





•

J

J

٠

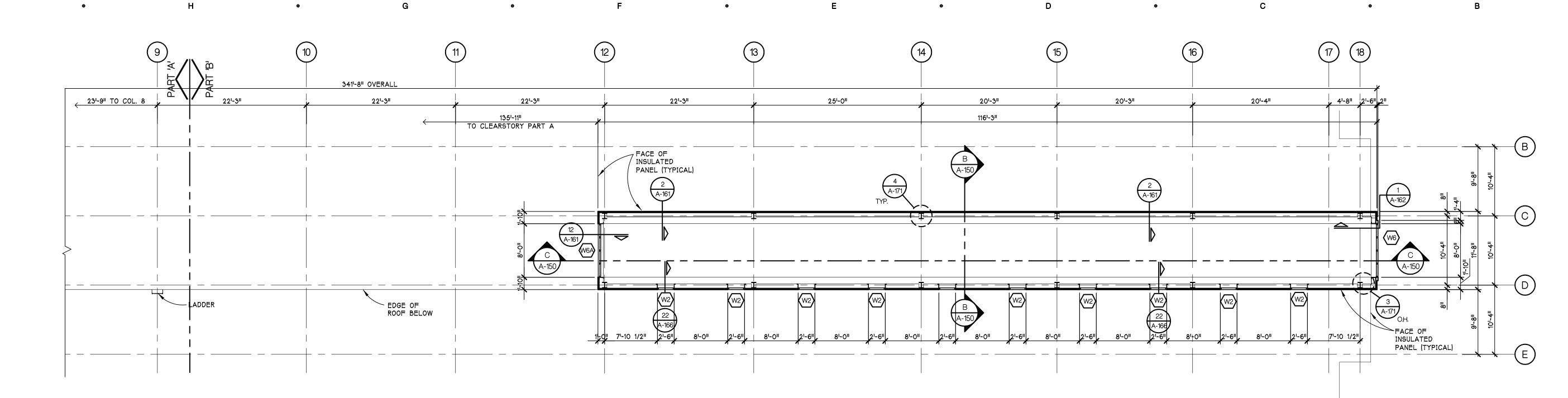
(9)<u>₹</u> /\ <u>i</u>n (9,5) 23'-9" TO COL 8 22'-3" 22'-3" <u>3'-4" 3'-4"</u> 12'-0" 5'-2" A-151  $\overline{1}$ A-160 116.4 (116.3) CHEVRON BRACING — FABRICATION 1 A-150 \_\_\_\_\_ (116.2) (133.2) 3" 7'-4" (116.1) 1<sup>1</sup>-2<sup>11</sup> 9'-0" 5'-4" A-150 \_ \_ \_ z 28 A-114 SIM. PART 'A' PART 'B' ABOVE 9-41 D A-151 PART 'C' PART 'C' (3'-1' TO FACE FOUNDATI WALL + <del>3'</del> TO FACE FOUNDAT WALL <u>1'-2"</u> 9'-0" 1'-2" 34'-0" 11'-4" 10'-11" 22'-3" 158'-3" TO END OF BUILDING 11<sup>1</sup>-6"

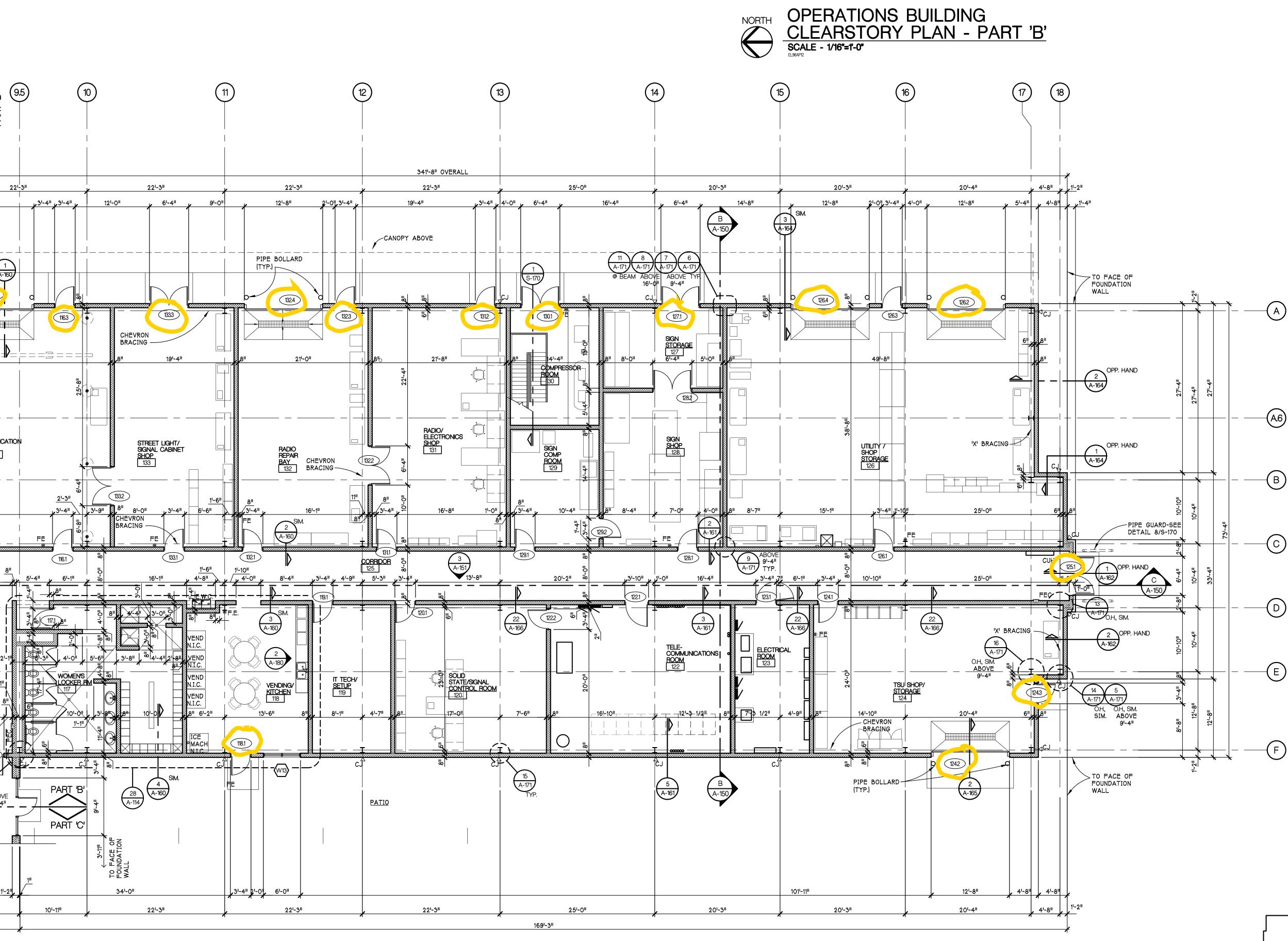
Н

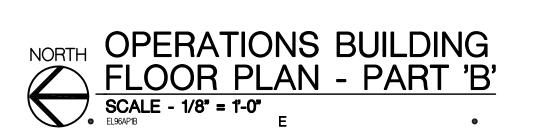
•

•

(10)



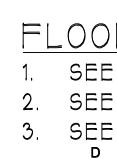




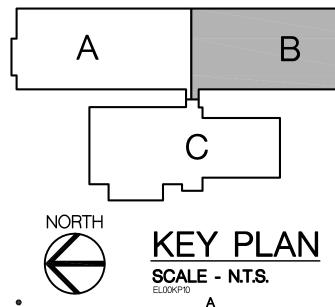
F

•

G

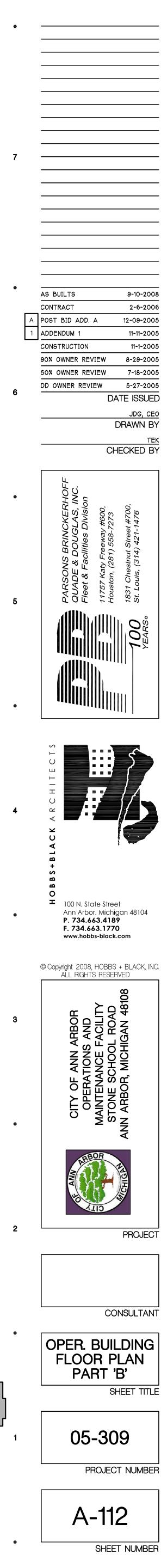


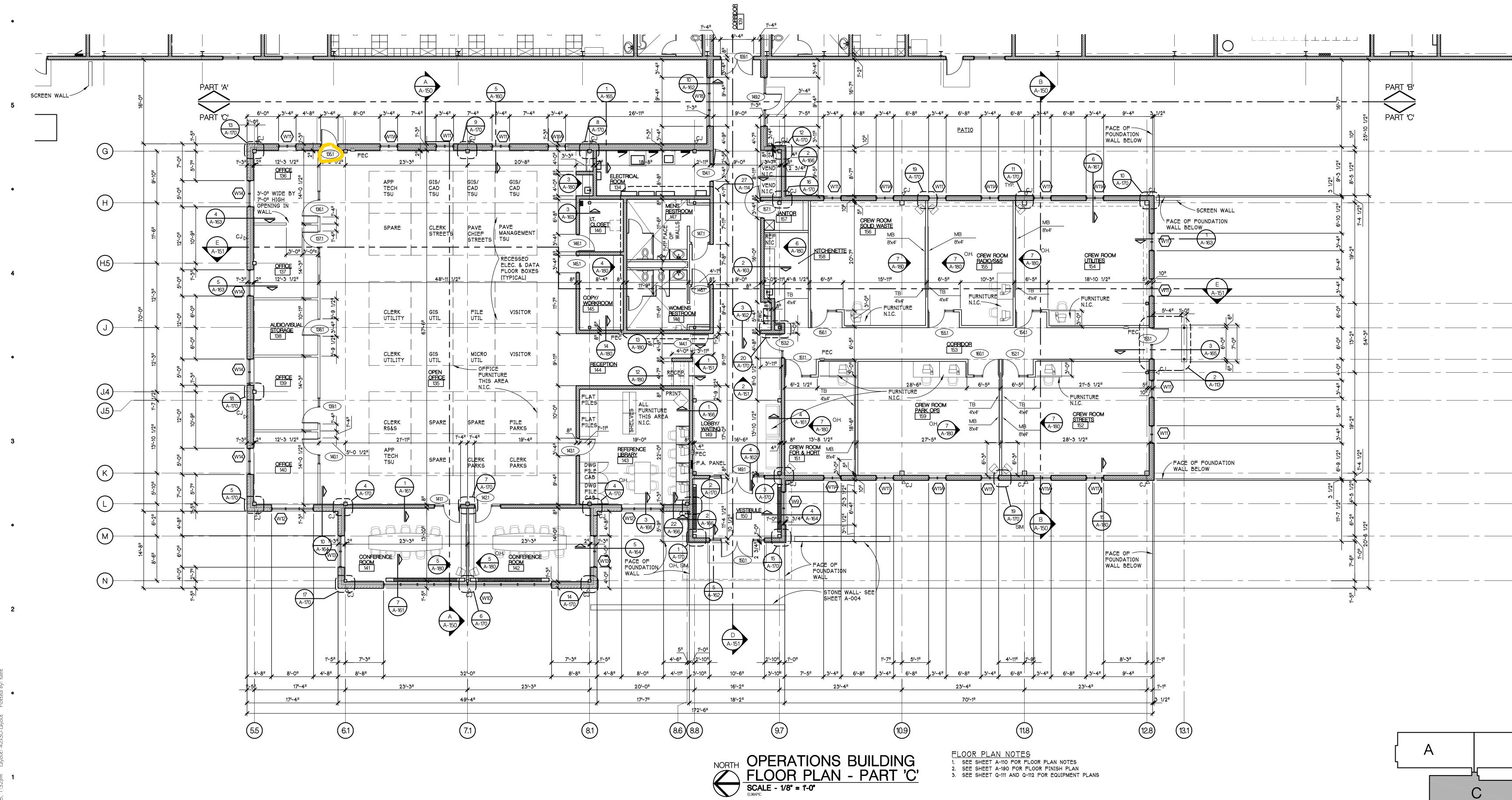
<u>Floor plan notes</u> SEE SHEET A-110 FOR FLOOR PLAN NOTES 2. SEE SHEET A-190 FOR FLOOR FINISH PLAN 3. SEE SHEET Q-111 AND Q-112 FOR EQUIPMENT PLANS С • •



В

•





Е

•

٠

G

G

F

•

Н

•

•

•

•

•

٠

٠

J

•

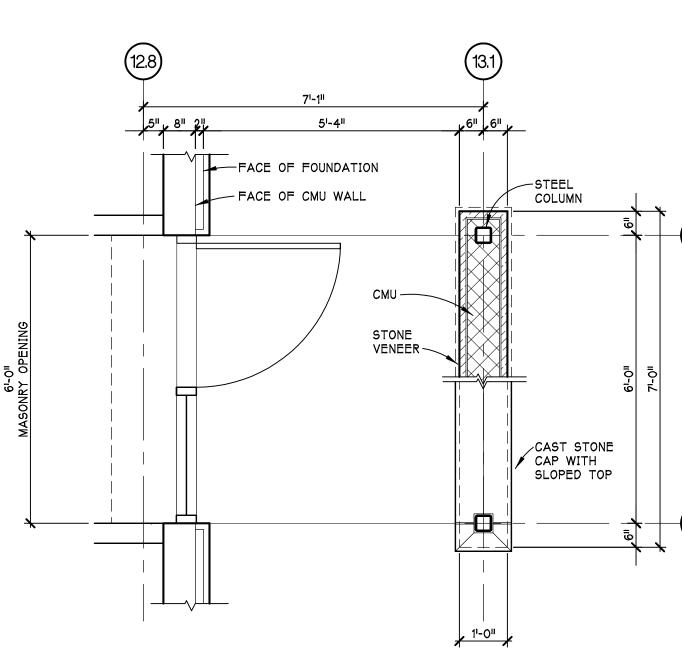
Н

٠

J

•

D



•

Α

В

•

1 NOT USED A-113 SCALE -ELOBAD21

•

С

2 A-113 BCALE - 1/2" = 1'-0"

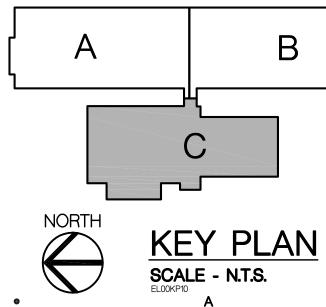
D

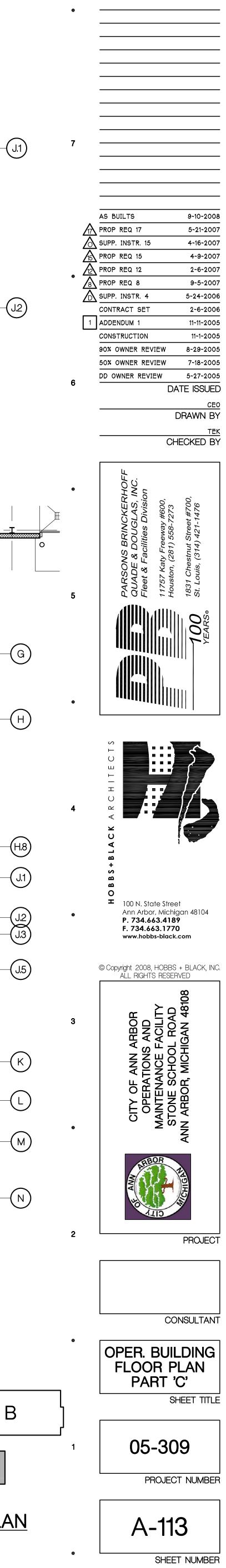
٠

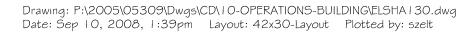
С

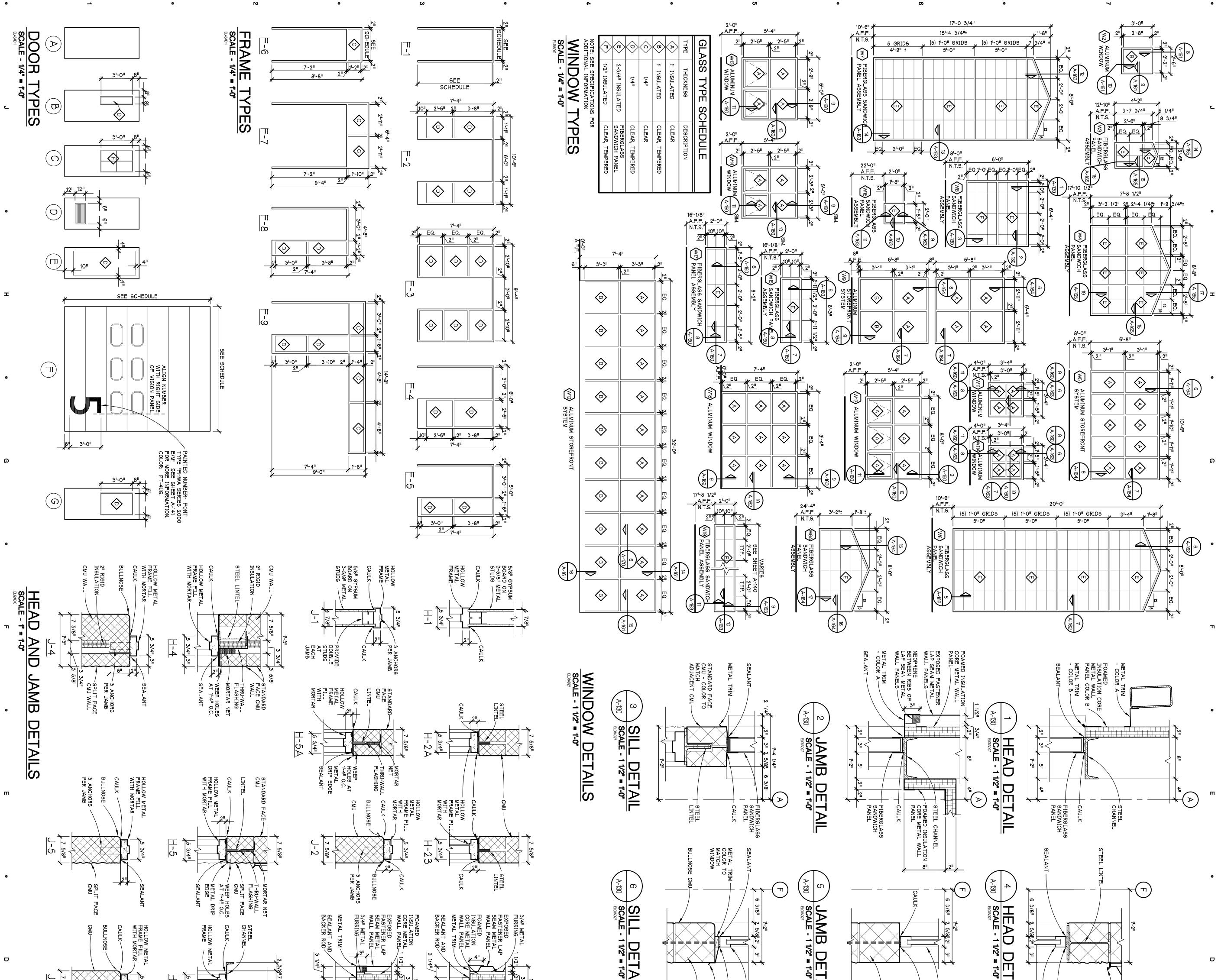
В

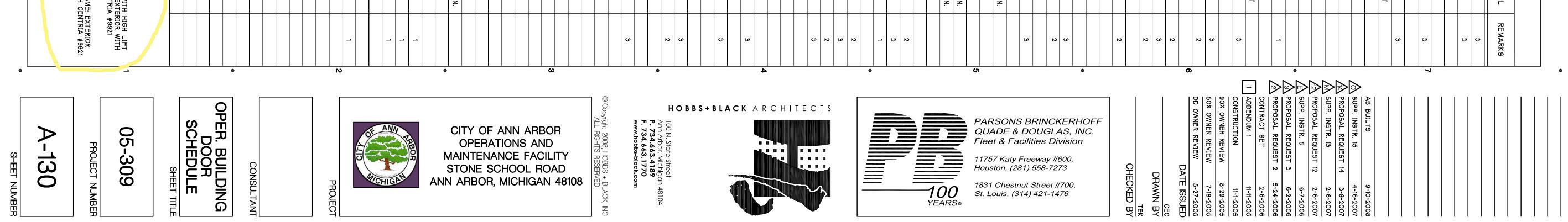
٥

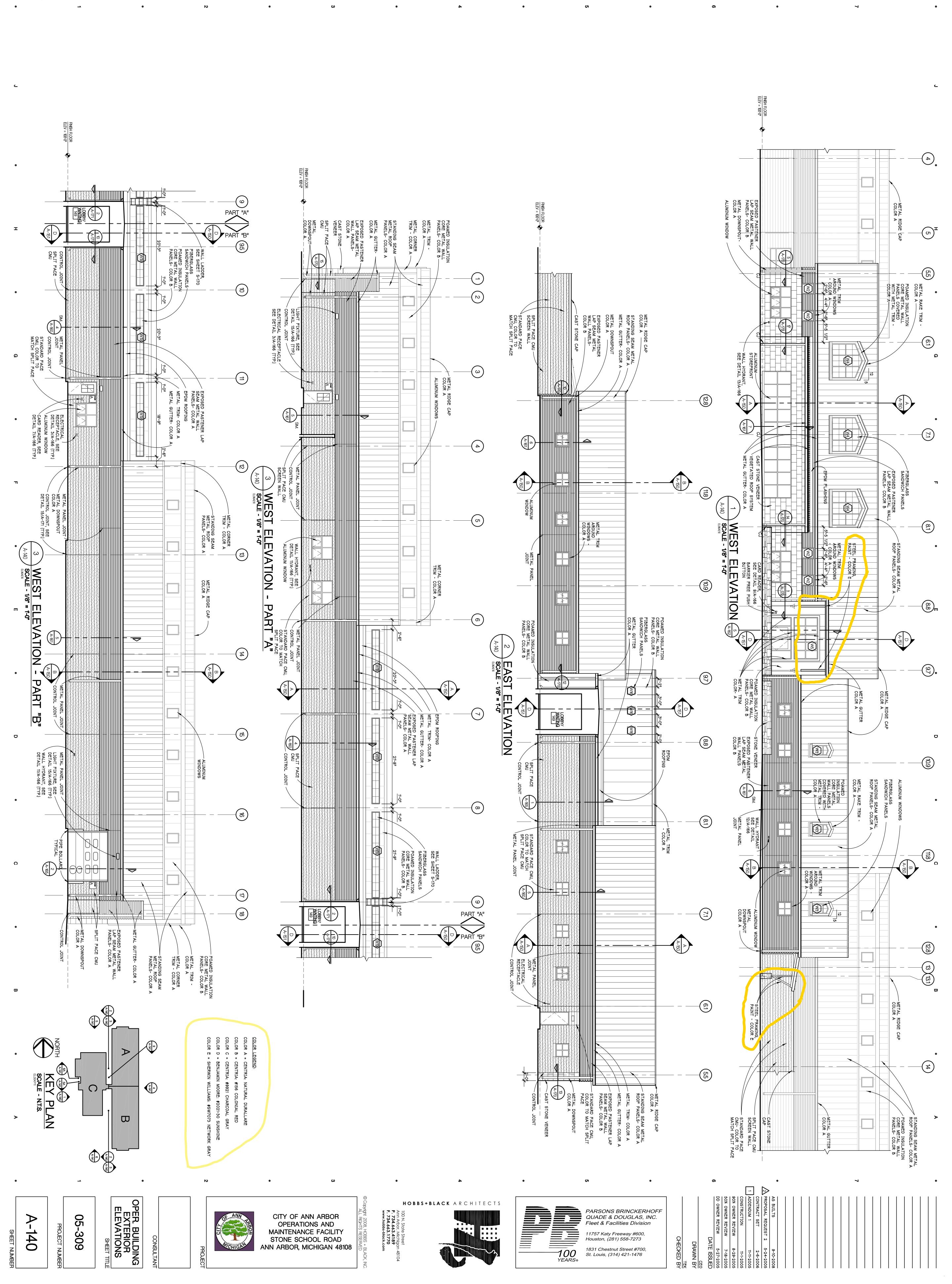




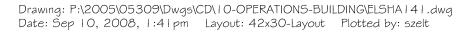


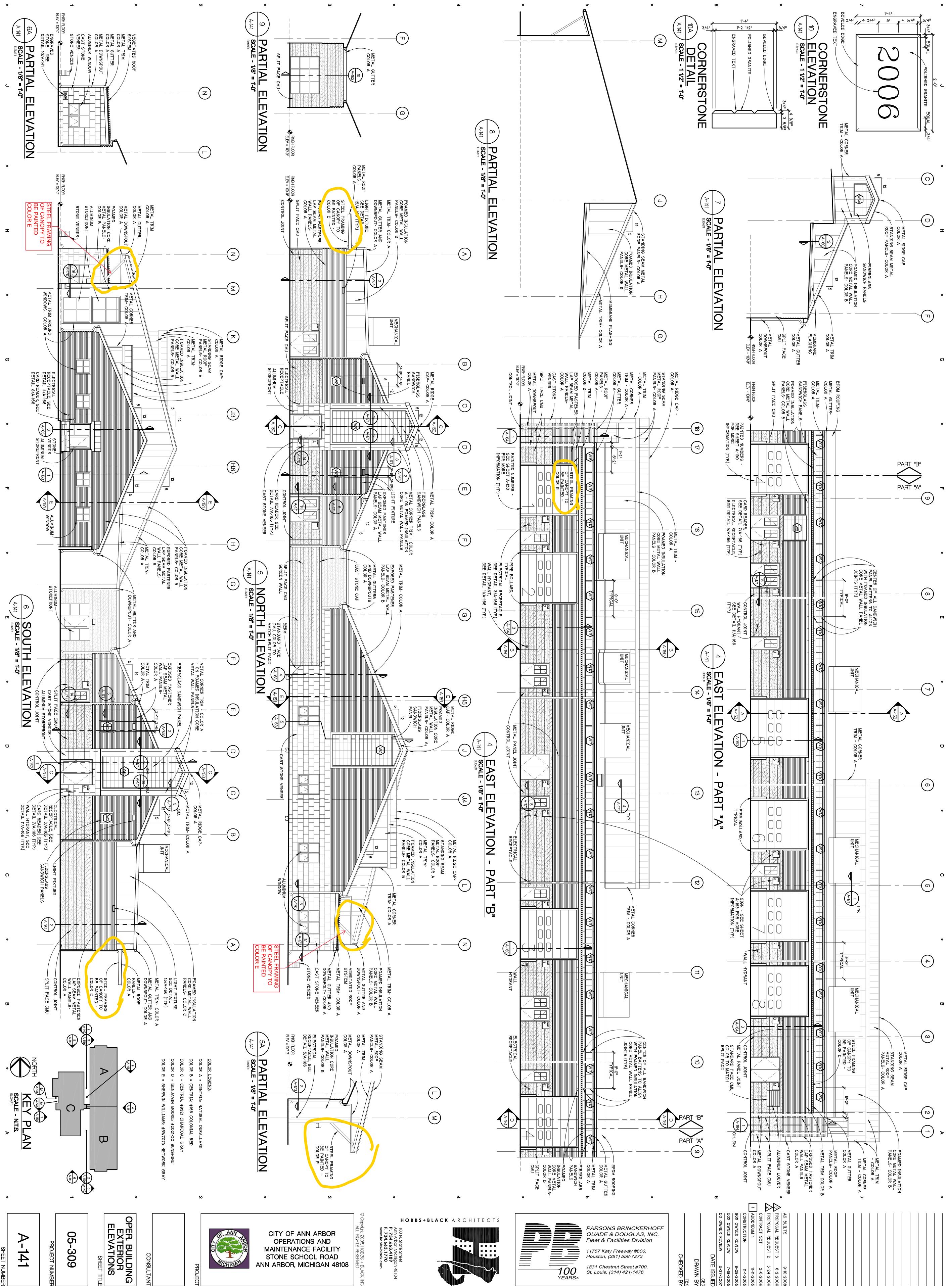




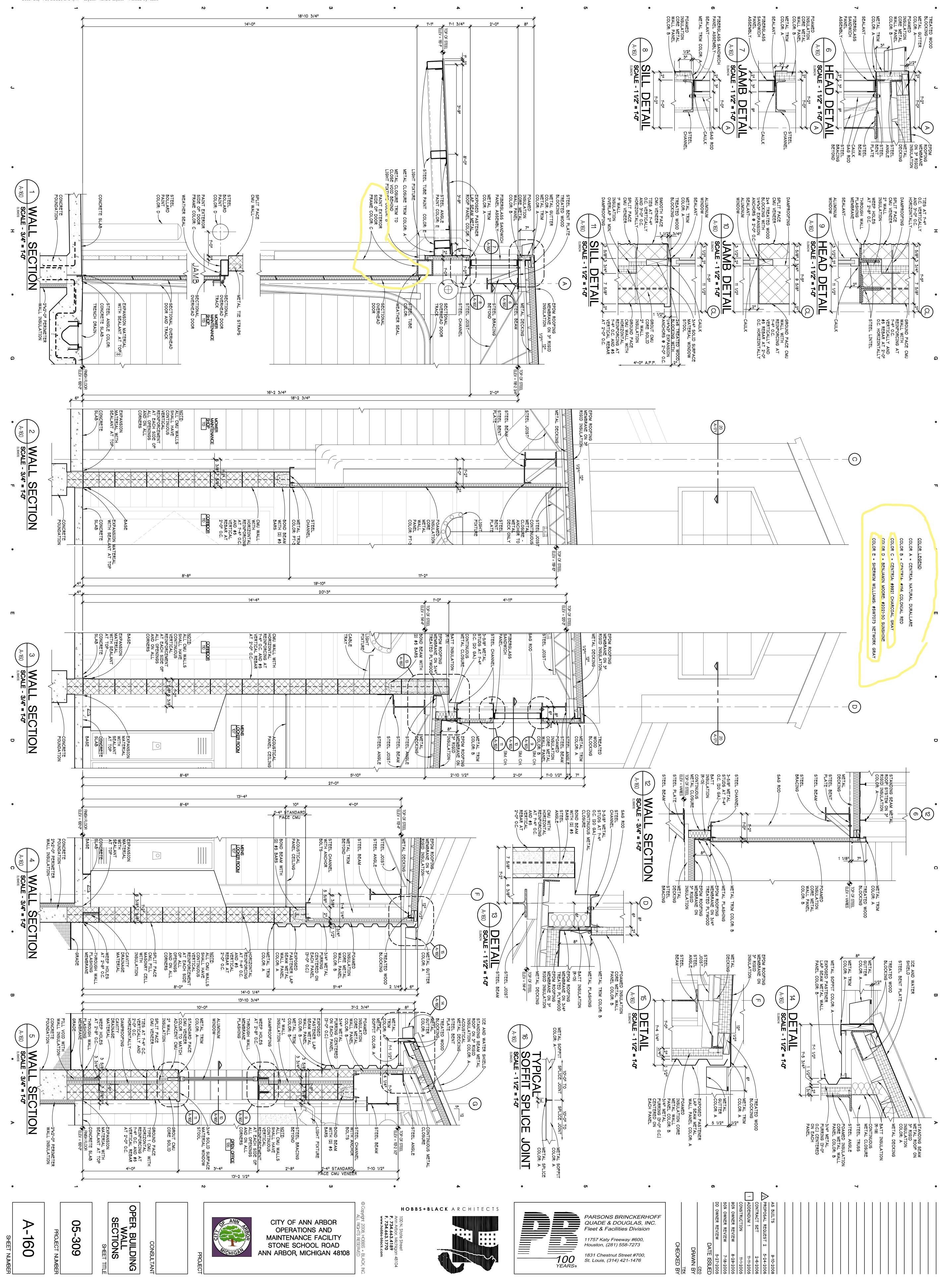


Drawing: P:\2005\05309\Dwgs\CD\10-OPERATIONS-BUILDING\ELSHA140.dwg Date: Sep 10, 2008, 1:40pm Layout: 42x30-Layout Plotted by: szelt





Drawing: P:\2005\05309\Dwgs\CD\10-0PERATIONS-BUILDING\ELSHA160.dwg Date: Sep 10, 2008, 2:04pm Layout: 42x30-Layout Plotted by: szelt

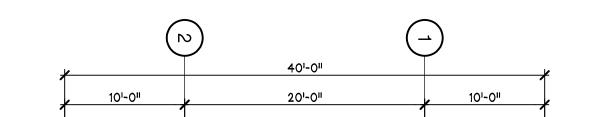


Drawing: P:\2005\05309\Dwgs\CD\40-SITE-STRUCTURES\ELSHA460.DWG Date: Sep 11, 2008, 2:08pm Layout: 42x30-Layout Plotted by: szelt

I

٠

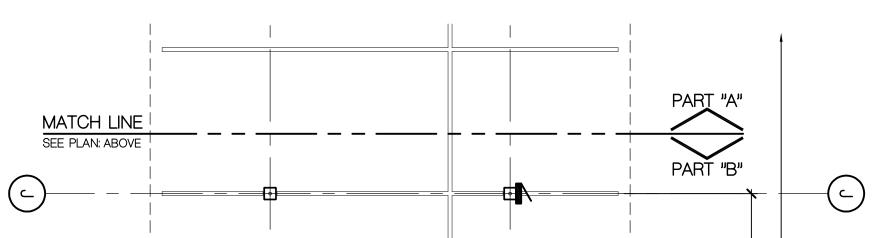
The series of th		٠
	CHAIN L FENCE F 1/4"x4"@ BENT P BENT P S"L"3" 9RE-ENG CANOPY	
	INK =ABRIC 2'-O"O.C. LONG BENT THUS BENT THUS	ح
		۰

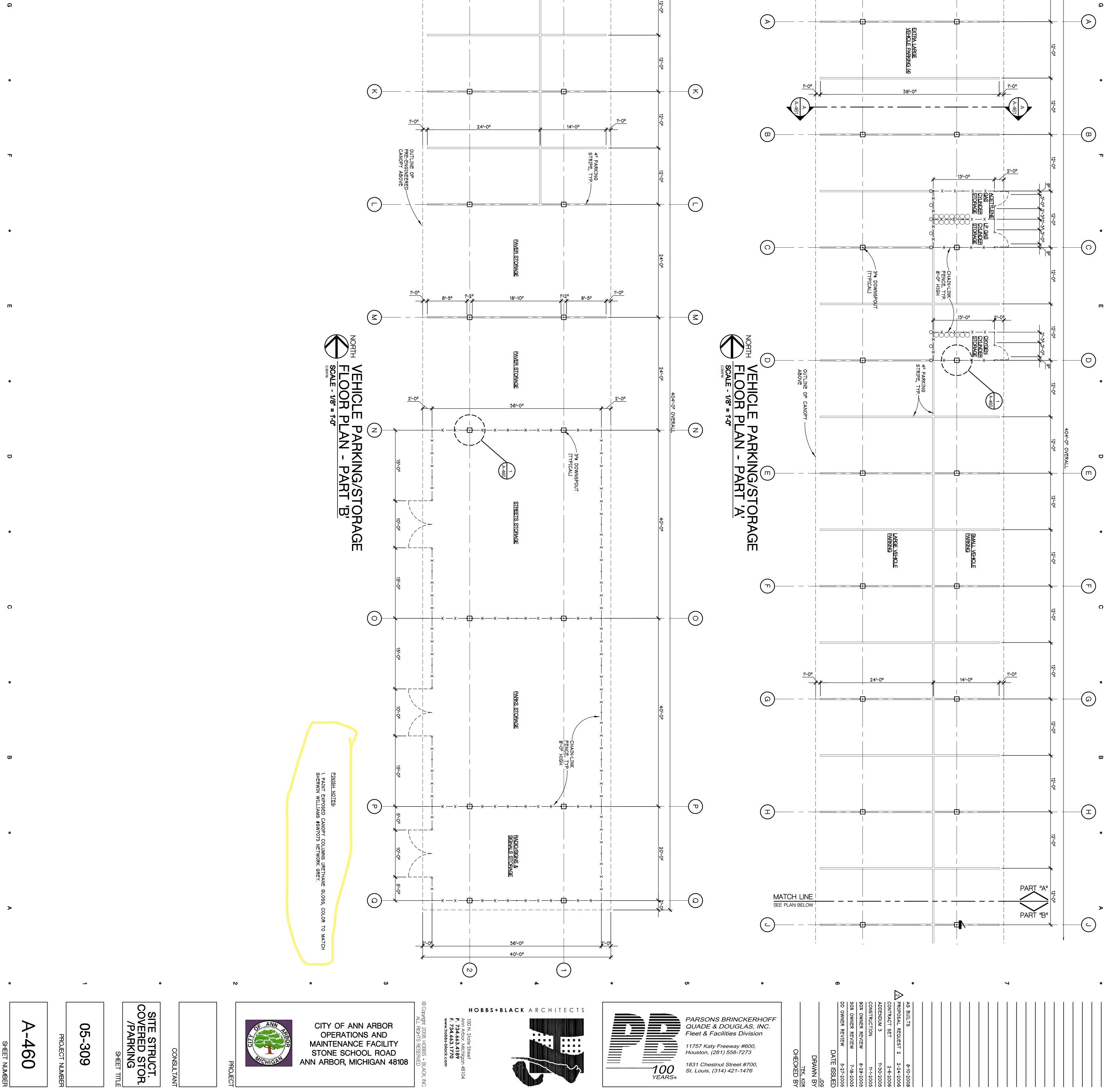




I

٠

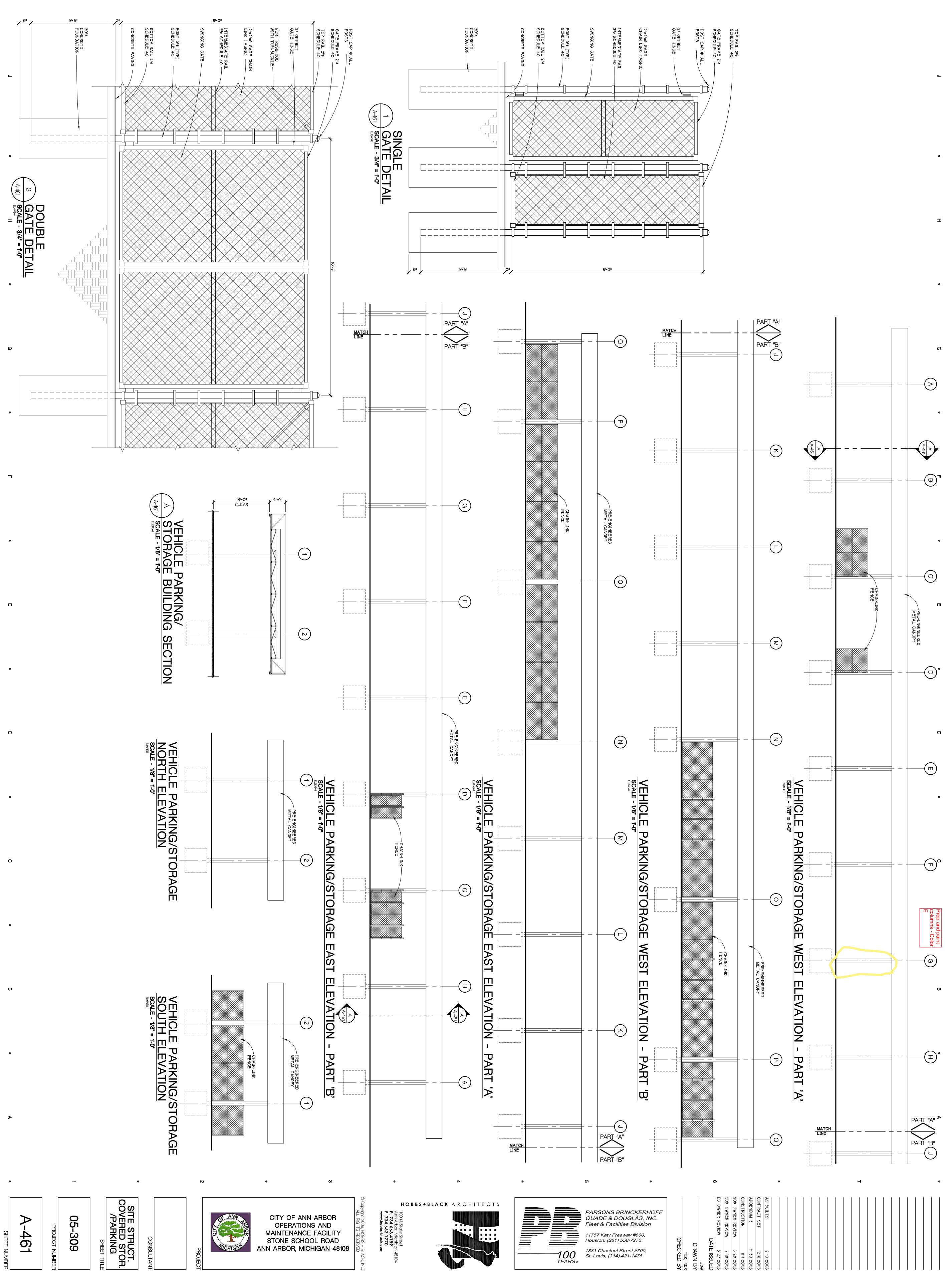






N

**\_\_** 



G

ω

. 1 Hobbs+Black Architects LETTER OF TRANSMITTAL 117 E. Allegan Street Lansing, MI 48933 Telephone 517.484.4870 Fax: 517.484.1369 Date: 3/13/2007 Project No.: 05-309.00 Walbridge Aldinger To: Project Name: City of Ann Arbor 4069 Stone School Road Project Description: Operations and Maintenance Facility Ann Arbor, MI 48108

- - --

Attn: Earnest Lanier

We are sending you	X	Attached	The following: SHOP DRAWINGS	Via: HAND DELIVERY
		Under separate cover		

Submittal Number	Quantity	Drawing Number	Spec Section Description	Submittal Description	Architect's Action
09960.003 Bon. Moore C. Willia	4	Extin Conc	MEASL FLOORS	Simon/Watt L.L.C High Performance Coating	Reviewed - Note Markings and Comments

Remarks: F	or your use.					
С	F:irs					
	nclosure					
	c: Bill Wheeler, City of Ann Arbor (	1 copy)				
					$\wedge$	
					12.10.0	
				LIDT	Federa	
Copy to:	CF: JH: KP: File		Signed:	Curt Fedewa	64.485	

### MPI # 72 Polyurethane, 2 Component, Pigmented, Gloss

A solvent based, two component polyurethane, pigmented coating with a gloss finish for interior or exterior brick, block, concrete, plaster, wood and metal surfaces, where abrasion, weathering, chemical and solvent resistance is required. Primarily applied by spray, but can be applied by brush or roller in small areas.

[Characteristics reviewed include gloss level of minimum 80 units @ 60° and NVV % by weight of 55 (minimum). See MPI 'Detailed Performance' Specs for complete details, specific requirements, and/or reference specs.]

MPI VOC Ranges	(grams/L.) E3 <	301 g/l E	2 301 - 420 g/l	E1 421 - 450 g/l	E "0"- outside range	e   n/a - unavailable
GPS checked meets MPI Gr	reen Performance™. Sta	ndard Category	y: Industrial Maintenance	Coatings		
Listing Mfr.	Label		Product Na	me	Code	E Range EPR GPS
Benjamin Moore			Aliphatic Acr	lic Urethane Gloss	: DM74	E3-242-24
Cloverdale Paint	Hi Perform		ClovaThane		834 Series	E2 🗹
Cloverdale Paint	HiPerform	ance	DuraGloss -		8740 Series	-E2
Coronado Paint	Industrial C			olyester Epoxy	837 Line	E 2
ICI Paints	Devoe Coa	tings 🕬 🖓	Devthane Ali	ohatic Urethane 👾 🔅	379	E 2
PPG	Pitthane		Urethane Alip	hatic Pigmented Gloss	s 95-850	E 2

City of Ann Arbor New Operations & Maint Facility Hobbs+Black Project# 05-309.00 Walbridge Project# 1-1656

SUBMITTAL NUMBER 09940.003 09.00 PROJECT

	Not Reviewed or No Review Required
×	Reviewed - Note Markings and Comments
	Reviewed - Revise and Resubmit for Record
	Rejected - Correct Deficiency and Resubmit

NOTE GENERAL COMMENTS BELOW:

# ARCHITECT'S REVIEW IS LIMITED TO GENERAL CONFORMANCE WITH DESIGN INTENT ONLY.

CONTRACTOR SHALL REVIEW AND VERIFY all dimensions, quantities, fit, coordination with other trades, conformance with construction documents, field conditions, and other means and methods of the work to ensure a complete installation.

CONTRACTOR SHALL PROVIDE all miscellaneous work needed - whether shown on the submittal or not - to ensure a complete and fully operational component or system.

wt C BY

DATE 3-13-0

Hobbs + Black Associates, Inc. 117 E. Allegan Lansing, MI 48933

phone 517-484-4870 fax 517-484-1369

# DM74 DM75 Alfona ANTO TRATTER STOR

#### features

Highway and mining equipment 
 Fertilizer plants

Tind Decen

- Can be applied over tightly adhered rust
- Excellent chemical resistance
- Excellent abrasion resistance
- Excellent gloss retention
- Excellent color retention

Recommended For

Construction equipment

Buildings

Equipment

Machinery

Lockers

 Bridges Towers

Rolling stock

Storage tanks

Very Low VOC content

### · Can build up to 8 mils wet

- · Equals the results of the best baked finishes
- Interior or exterior application

Cement trucks, airplanes

Waste treatment plants

Food processing plants

Power generating plants

Pulp and paper mills

• Oil field equipment

Bottling plants

- High traffic floors
- Wide color selection
- Contains UV absorber

· Chemical plants

Breweries

### General Properties

This two-component aliphatic acrylic urethane mastic provides excellent chemical and abrasion resistance and can be applied directly over tightly adhered rust. This cured coating equals the results of the best baked finishes. Performs well on high traffic floors where a non-yellowing or non-staining gloss finish is desired. Resists repeated cleanings with strong cleaning compounds. Only M74-00 is recommended for graffiti.

#### Limitations:

Product Information

- · Use tie coat, or mist coat, when applying over porous zinc coatings (i.e., inorganic zinc rich primers)
- Contains strong solvents that could lift conventional coatings
- Not for continuous immersion
- Pot life decreases at temperatures over 70° F

**Technical Data** 

Generic Type

- Coated surfaces may discolor under tires due to tire plasticizer migration
- DANGER: VAPORS AND SPRAY MIST ARE HARMFUL IF INHALED. REFERENCE SAFETY SECTION OF THIS BROCHURE.

Mixina	Instructions:	
*********	1110 CI N V CI WI CH WI	

This two-component product is mixed as a 3.7 to 1 ratio by volume of components "A" to "B." First, mix each component separately until uniform, then combine components "A" & "B" and mix thoroughly (5 minutes) or until homogeneous. For best results, use a spiral mixing blade in a variable speed (400-600 rpm) electric drill. Place the spiral mixing blade at the bottom of the container before turning on the mixer. This will help avoid inducting air into the material. Inducted air will cause "bubbles" in the coating when applied. Gently move the mixer head up to the surface while running. Do not remove the head while it is still spinning. Allow the combined components to sit for an induction time of 15 minutes, then lightly stir again to ensure uniformity. This product has a workable pot life of 2-21/2 hours at 70° F. Applying the material immediately after the 15 minute's induction time will provide best results.

Note: Higher air and mixture temperatures will decrease the pot life and working time.

MUST BE MIXED WITH DM75-85 ALIPHATIC URETHANE GLOSS Colors: HARDENER

DA 174 00

—Int Bases:	DM74-00 DM74-90 DM74-91 DM74-92	Surfac Redu Redu
—Special Col	ors: Contact your Benjam Representative	Clear
Certification: Formulated without lead, mercu Formulated with non-photochem		Mixir Induc Pot L Weig Stora
Analysis: (typical — Plyment: 29.8% may vary by color) Trankum Dixide Inert Pigments	Vehicle: 70.29	ane Resin

Pigment Type Titanium Dioxide Volume Solids (mixed as recommended) 72% mixed Theoretical Coverage 575 sq. ft. @ 2.0 Mils 2.1 - 3.5 Mils Film Thickness - Wet 1.5 - 2.5 Mils - Dry Dry Time @ 70° F - To Touch 2 Hours To Recoat 8 Hours Dries By Chemical Cure - Intermittent Dry Heat Resistance 250° F Viscosity @ 70° F (mixed as recommended) 70 ± 5 KU Flash Point (Seta) 84° F 60° Specular Gloss - Gloss 90% 40' F Surface Temperature At Application - Min. 95° F - Max ice must be dry and at least 5° above the dew point. ucer N/A uction\* -- Brush not recommended - Roller not recommended - Spray not recommended an Up Thinner M93 ing Ratio (by volume) Approximately 3.7:1 uction Time @ 70° F 15 Minutes Life @ 70° F 2 - 21/2 Hours ight Per Gallon (mixed as recommended) 10.0 lbs 35° F rage Temperature – Min. - Max. 90° F

#### latile Organic Compounds (VOC) \*\*Unthinned 0

Grams/Liter	227
Lbs./Gai.	1.89

**Tintable White** 

Aliphatic Acrylic Urethane

\*\* Contact Benjamin Moore & Co. for actual levels, which may or may not be substantially less than stated.



# DM74, DM75 Aliphatic Acrylic Urethane Gloss

Primer Selection Technical Information	Fe <b>rrous Metal</b> Hot or Cold Rolled Steel	Non-Ferrous Galvanize Aluminu	d or	Block Walls Concrete-Cinde or Lt. Weight	Walls & Trim Wood, Plaster or Drywall		
Primer Product Code	M33/M34	M45/M46	1	M31/M32	M08/M09		
Generic Type	Polymide Epoxy	Amido Amine	Waterborr	ne Epoxy Block Filler	Waterborne Acrylic Epo:		
Pigment Type	Titanium Dloxide, Corrosion Inhibitors and Select Inerts	Titanium Dioxide, Corrosion Inhibitors		elect Inerts	Corrosion Inhibitors Titanium Dioxide		
Volume Solids	48%	78%		46%	38%		
Theoretical Coverage at Recommended Film Thickness	380 sq. ft.	315 sq. ft.		75 sq. ft.	300 sq. ft.		
Film Thickness - Wet - Dry	4.2 mils 2.0 mils	5.1 mils 4.0 mils		22.0 mils 10.0 mils	5.3 mils 2.0 mils		
Dry Time - To Touch - To Recoat	1.5 Hours 4 Hours	4 Hours 8 Hours		2 Hours 16 Hours	2 Hours 4 Hours		
Dries By	Chemical Cure	Chemical Cure	Cr	emical Cure	Chemical Cure		
Dry Heat Resistance	300° F	200° F	160° F		350° F		
Viscosity	80 ± 5 KU	80 ± 5 KU		Mastic	75 ± 5 KU		
Flash Point (Seta)	80° F	82° F -		None	Nonè		
60° Specular Gloss	10% max.	30%-50%		10% max.	10% max.		
Surface Temperature - Min. At Application - Max. Surface must be dry and at least 5° above the dew point.	60° F 90° F	40° F 90° F	60° F 95° F		55° F 95° F		
Reducer			0	lean Water	Clean Water		
Reduction - Brush - Roller - Spray	do not thin do not thin do not thin	do not thin do not thin do not thin	5% 5% 5%		5% 5% 10%		
Clean Up Thinner	M95	M95	Clean Wat	ter followed by xylol	Clean Water followed by xylol		
Mixing Ratio (by volume)	T:1	1:1		1:1	3.7:1		
Induction Time	30 Minutes	30 Minutes	3	30 Minutes	30 Minutes		
Pot Life @ 70° F	8 Hours	6 Hours	8 Hours		12 Hours		
Weight Per Gallon	11.3 lbs.	12.8 lbs.	12.0 lbs.		10.7 lbs.		
Storage Temperature - Min. - Max.	40° F 90° F	40° F 90° F		40° F 90° F	40° F 90° F		

#### **Primer Information**

Note: For additional information regarding primer selection reference the primer selection chart in the product manual or in the product catalog.

#### M33 / M34

Excellent corrosion resistance, chemical resistance and superior adhesion qualities make it a perfect choice for all ferrous and non-ferrous metals both interior and exterior. Supports epoxy and urethane topcoats for ultimate protection in the most aggressive environments.

#### M45 / M46

High build epoxy mastic, self-priming with exceptional adhesion and rust inhibition.

#### M31 / M32

Provides the bonding properties needed to support any two component product when used on high abuse surfaces, high moisture areas or below grade applications. Excellent for areas subjected to repeated cleaning with high pressure water. Protects surfaces in a wide range of areas.

#### M08 / M09

A waterborne epoxy primer that features low odor and low VOC for use in areas where strong solvent odor is a problem. This two component rust inhibitive primer can be used in a wide variety of industries — from offshore structures to chemical plants and food processing facilities. Recoat in just 4 hours.

#### Surface Preparation

#### Previously Painted or Primed Surfaces

Ensure that the surface is free of oil, grease, dust, rust, mill scale, loose failing paint, laitance, and other foreign matter. All blistered and loose paint must be removed. All bare areas must be primed. Glossy surfaces should be roughened before recoating.

#### Bare Steel

All surfaces shall be free of loose rust, millscale, and contaminants such as oil, grease, dirt, and salts. Before any surface preparation is attempted, oil and grease must be removed by employing SSPC-SP1 Solvent Cleaning. For large areas, use Oil & Grease Emulsifier (M83).

Use Commercial Blast Cleaning to SSPC-SP6 to remove millscale, rust, and other contaminants and leave a roughened surface.

#### Concrete and Masonry

Remove all loose particles, laitance, oil, grease, form release agents, and any other contaminants. New concrete and masonry must be allowed to cure for a minimum of 28 days. Before painting, roughen the surface by abrasive blasting, acid etching, or scarifying.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

#### Application Information

Generally, this paint is best applied by spray. Due to the rapid dry of this coating, only small areas may be coated by brush, applicator pad, or roller. Care must be taken to achieve the specified wet and dry film thicknesses. Uniform, even coats must be obtained. Large horizontal surfaces should be spray applied; however, roller application can be performed.

#### Application Equipment

Conventional or airless spray, brush, or roller. Certain colors may require two coats depending on method of application and color of the primer or intermediate coat.

#### Conventional

Spray	Equipment Recommendat Fluid Nozzle	Air Nozzle	Atomizing Air Pressure (Measured at gun inlet)	Fluid Pressure
	63B (.040")	63 PB	45 PSI	25 PSI
Airloss Correr	smooth finish.		pot pressure. Proper atomization is	s necessary to obtain a
Airless <b>Spray</b>	smooth finish. Equipment Recommendat		ray Gun or equivalent.	
Airless <b>Spray</b>	smooth finish.			Binks Tip No.

CAUTION! Use 100 mesh manifold filter and gun with 100 mesh tip strainer. Use appropriate tip and atomizing pressure for equipment, applicator technique and weather conditions. Use a  $V_4$ " nap synthetic cover. Do not use medium or long nap roller covers.

Roller U

Clean Up Instructions

Clean all equipment immediately after use with Aliphatic Urethane Thinner (M93). At the same time, flush out all fluid lines and carefully clean pressure pots. Use clean solvent only. It is also good practice to periodically clean the spray tip or the fluid tip/air cap combination during the course of the working day or shift.



#### Performance Standards

All test results are for Tintable White unless otherwise noted.

Description	Test	Results			
Adhesion	ASTM D 3359 Cross Cut Tape Test	58			
Abrasion Resistance	ASTM D 4060 C17 Wheels, 1000 gm Load, 1000 cycles	44 mg.			
Impact Resistance	ASTM D 2794 Gardiner Impact, 7 Day Air Dry at 77° F	Direct: 80 inch pounds Reverse: 80 inch pounds			
Flexibility	ASTM D 522 Conical Mandrel Apparatus	28%			
Chemical Resistance	5% NaOH	No Effect			
24 Hour	5% H <sub>2</sub> SO <sub>4</sub>	No Effect			
Covered Watch Glass Spot Test	100% Xylene	No Effect			
sportest	100% Mineral Spirits	No Effect			
Hardness	ASTM D 3363 Pencil 7 Day Cure	4H			
Exterior Durability	ASTM G53 Accelerated aging via exposure to fluorescent, ultraviolet, and condensation.	1000 Hours: No effect, 1300 Hours — DE 1.6			
Salt Fog Resistance	ASTM B117	400 Hours, No effect			
Immersion	not recommended				
Graffiti Resistance	only M74-00 for graffiti				
Hot Water Immersion	not recommended				

#### Environmental, Health & Safety Information

DANGER! FLAMMABLE LIQUID AND VAPOR. VAPOR AND SPRAY MIST HARMFUL. Contains: aliphatic polyisocyanate, hexamethylene diisocyanate and solvents. OVEREXPOSURE MAY CAUSE LUNG DAMAGE. MAY CAUSE ALLERGIC SKIN AND RESPIRATORY REACTION. EFFECTS MAY BE PERMANENT. MAY AFFECT THE BRAIN AND NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHE, OR NAUSEA. CAUSES EYE, SKIN, NOSE, AND THROAT IRRITATION.

IMPORTANT: Designed to be mixed with other components. Mixture will have hazards of both components. Before opening packages, read all warning labels. Follow all precautions.

NOTICE: Repeated and prolonged exposure to solvents may lead to permanent brain and nervous system damage. Eye watering, headaches, nausea, dizzi-ness, and loss of coordination are signs that solvent levels are too high. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

INDIVIDUALS WITH LUNG OR BREATHING PROBLEMS OR PRIOR REACTION TO ISOCYANATES MUST NOT BE EXPOSED TO VAPOR OR SPRAY MIST. Do not breathe vapor or spray mist. A POSITIVE-PRESSURE, SUPPLIED-AIR RESPIRATOR IS RECOMMENDED with eve protection, gloves, and protective conting during application. A vapor/particulate respirator may be appropriate where airborne monitoring demonstrates vapor levels below ten times the applicable exposure limits. In all cases, follow respirator manufacturer's directions. Do not permit anyone without protection in the painting area.

Keep away from heat, sparks, and flame. VAPORS MAY CAUSE FLASH FIRE. Close container after each use. Use only with adequate ventilation. Do not breathe vapors, spray mist, or sanding dust. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling.

**FIRST AID:** If affected by inhalation of vapors or spray mist, remove to fresh air. If breathing difficulty persists or occurs later, consult a physician and have label information available. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and call a physician. For skin, wash thoroughly with soap and water. In case of ingestion, DO NOT induce vomiting. Get medical help immediately.

IN CASE OF: FIRE – Use foam, CO<sub>2</sub>, dry chemical, or water fog. SPILL – Absorb with inert material and dispose of in accordance with applicable regulations.

DISPOSAL: Empty container with product residue may still be flammable; follow all hazard statements until it has been disposed of. Contains organic solvents which may cause adverse effects on the environment if disposed of improperly. Consult your sanitation department for more infor-mation on disposal of empty containers. Disposal of wastes containing either organic solvents or free-liquids in landfills is prohibited. Contact your state-designated environmental agency for information concerning re-use, recycling, or disposal of solvent-borne paint.

#### FOR PROFESSIONAL USE ONLY KEEP OUT OF REACH OF CHILDREN

Refer to Material Safety Data Sheet available from your retailer for further safety and handling information.

### Warranty & Limitation of Sellers Liability

All statements made on any product label, product manual, product data sheets, technical data charts or specification charts contained herein, are accurate to the best of our knowledge. The products and information are intended for use by persons having skill and know-how in the industry at their own discretion and risk. Benjamin Moore & Co. warrants only that its coatings represented herein meet the formulation standards of Benjamin Moore & Co. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY THE SELLER, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OR LAW, OR OTHERWISE INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Workmanship, weather, construction equipment, quality of other materials and other variables affecting the results are beyond our control. No agent, employee or representative of seller has any authority to bind seller to any affirmation, representation or warranty except as stated above.

### CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Company Nam	e		

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

9/25/15 Rev 0

PW

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvemonth contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [\_\_\_] No. of employees\_\_\_\_

The Contractor or Grantee agrees:

(a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

#### Check the applicable box below which applies to your workforce

- [\_\_] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- [\_\_\_] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name		Street Address
Signature of Authorized Representative	Date	City, State, Zip
Print Name and Title		Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

# RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022





If the employer provides health care benefits\*

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

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

# ENFORCEMENT

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

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

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

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

For Additional Information or to File a Complaint contact Colin Spencer at 734/794-6500 or cspencer@a2gov.org

Revised 2/4/2021



# Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*						
Name of City of Ann Arbor employees, elected officials or immediate family members with whom	<ul> <li>( ) Relationship to employee</li> <li>( ) Interest in vendor's company</li> </ul>					
there may be a potential conflict of interest.	( ) Other (please describe in box below)					
*Disclosing a potential conflict of interest does not discusal	ifuvendere. In the event vendere de net displace notantie					

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:						
Vendor Name		Vendor Phone Number				
Signature of Vendor Authorized Representative	Da	ate	Printed Name of Vendor Authorized Representative			

#### CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

#### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name	
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact: Procurement Office of the City of Ann Arbor (734) 794-6500

# **CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/humanrights.

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

<u>Discriminatory Employment Practices:</u> 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.

<u>Discriminatory Effects:</u> 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.

<u>Nondiscrimination by City Contractors:</u> 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.

<u>Complaint Procedure:</u> If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief</u>: 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. Michigan Department Of Transportation CP-347 (04/10)

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(3) PAYROLL N	10.	(4) FOR WEEK ENDING			1	(5) PROJ	ECT AN	D LOCA	TION									(6)	) CONTRAC	TID	
	(a)	(b)	(c)	_	(d	) DAY AN	ID DATE		1	(e)	(f)	(g)	(h) GROSS	(i)			(j) DED	DUCTIONS			(k)
	INFORMATION	WORK CLASSIFICATION	Hour Type		IOURS	WORKEI		OJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	WEEKLY	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:			Ш							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0											
			Ш							0			\$0.00							\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s							0											
			Ш							0			\$0.00							\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s							0											
NAME:			Ш							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0											
NAME:			╢							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0											•
NAME:										0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										<i><b>V</b></i> 0.00	
NAME:										0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										<i><b>Q</b></i> <b>0.00</b>	<b>\$0.00</b>
NAME:			$\left\{ \right[$							0			\$0.00	]						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0										<i>\$</i> 0.00	\$0.00

Page 1 of 2

MDOT CP-347 (04/10)

Date		
L		
(Name of Signatory Party	)	(Title)
do hereby state:		
(1) That I pay or supervise the paym	tent of the persons emplo	yed by
(Contrac	tor or Subcontractor)	on the
(connuc	,	ing the neuroll period commencing on the
(Building or Work)	, that duri	ing the payroll period commencing on the
day of,	, and ending the	day of,,
all persons employed on said project ha been or will be made either directly or ind		ekly wages earned, that no rebates ha∨e aid
		from the full
(Contra	ctor or Subcontractor)	
from the full wages earned by any person	n, other than permissible d ecretary of Labor under the	ve been made either directly or indirectly leductions as defined in Regulations, Part e Copeland Act, as amended (48 Stat. 948, escribed below:
correct and complete; that the wage rate: applicable wage rates contained in ar classifications set forth therein for each la	s for laborers or mechanic ny wage determination in aborer or mechanic confor	to be submitted for the above period are es contained therein are not less than the ncorporated into the contract; that the m with the work he performed.
apprenticeship program registered with	a State apprenticeship	agency recognized by the Bureau of

apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below. (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOV	E STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Page 2 of 2