

CITY OF ANN ARBOR
INVITATION TO BID



Cobblestone Farm Barn Renovation

ITB No. 4404

Due Date: Wednesday, October 7, 2015 at 10:00 a.m.

Parks and Recreation Services
Administering Service Area/Unit

Issued By:

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

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- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*

ADVERTISEMENT
FOR COBBLESTONE FARM BARN RENOVATION
CITY OF ANN ARBOR
BID NO. ITB No. 4404

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, c/o Customer Service, 1st Floor, Larcom City Hall, on or before **Wednesday, October 7, 2015 at 10:00 a.m.** for the construction of **Cobblestone Farm Barn Renovation**. Bids will be publically opened and read aloud at this time.

A pre-bid conference will be held on **Wednesday, September 23rd at Cobblestone Farm Barn, 2781 Packard Road at 9:30 a.m.** Attendance is **highly** recommended.

Work to be done includes **replacement of cedar siding, and associated repairs, replacement of doors and restoration.**

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

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

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

Precondition for entering into a Contract with the City of Ann Arbor is compliance with the wage and employment requirements of Chapter 14 of Title I of the Code of City of Ann Arbor and Chapter 112 of Title IX of the Code of the City of Ann Arbor. Employees whose wage level are subject to federal or state prevailing wage law must be paid in accordance with their U.S. Department of Labor wage rate classification (see www.wdol.gov) The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.

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

After the time of opening, no Bid may be withdrawn for a period of **Ninety (90)** days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or

informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Technical questions regarding this project may be submitted in writing to **Mark Borys, Architect, Mitchell and Mouat Architects** at mborys@mitchellandmouat.com. Questions by telephone call are prohibited. The deadline for questions shall be **Wednesday, September 30 by 3 p.m.** Questions will not be accepted after this date.

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

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

CITY OF ANN ARBOR PROCUREMENT UNIT

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Wednesday, September 23 at 9:30 a.m. at Cobblestone Farm Barn, 2781 Packard Road, Ann Arbor.**

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

INSTRUCTIONS TO BIDDERS

General

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

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

Preparation of Bids

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

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

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before **Wednesday, September 30th by 3:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to mborys@mitchellandmouat.com
Bid Process and HR Compliance questions emailed to cspencer@a2gov.org

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

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda

shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Wednesday, October 7, 2015 by 10:00 a.m.** 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. 4404 – Cobblestone Farm Barn Renovation**

Bids must be addressed and delivered to:

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

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

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

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

Award

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

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

Official Documents

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

Bid Security

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

Withdrawal of Bids

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

Contract Time

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

Liquidated Damages

A liquidated damages clause, as given on page C-1, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

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

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

Human Rights Information

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

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

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

Conflict Of Interest Disclosure

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

Major Subcontractors

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

Debarment

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

Disclosures

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

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service

Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Cost Liability

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

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

SIGNED THIS _____ DAY OF _____, 2015.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

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

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

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

Authorized Official

_____ **Date** _____, 2015

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices COBBLESTONE FARM BARN RENOVATION, ITB 4404

BASE BID

The entire work for this project shall be completed for a lump sum bid of

_____ Dollars (\$) _____)
Use words Use Numbers

ALTERNATES

All Alternates listed below shall be quoted. Refer to SECTION 00920 - ALTERNATES

ALTERNATE #1 - LEAVE THE NORTH ELEVATION SIDING AS-IS. STAIN THE NEW CEDAR SIDING ON THE EAST, SOUTH AND WEST ELEVATIONS TO MATCH THE NORTH ELEVATION. SEE SPECIFICATIONS FOR PRE-FINISHING AND STAINS.

ADD/DEDUCT COST \$ _____

ALTERNATE #2 - APPLY A CLEANER (NON-TOXIC) TO THE EXISTING SIDING ON THE NORTH ELEVATION TO REMOVE THE OXIDATION. STAIN ALL 4 ELEVATIONS TO MATCH COLOR. THE NORTH STAIN APPLICATION MAY VARY FROM THE OTHER 3 ELEVATIONS TO ACHIEVE A MATCHING EFFECT.

ADD/DEDUCT COST \$ _____

ALTERNATE #3 - RE-SIDE THE NORTH ELEVATION WITH SIMILAR DETAILS TO THE OTHER THREE (3) SIDES AND ALLOW ALL FOUR (4) SIDES TO WEATHER NATURALLY. DO NOT APPLY A FINISH.

ADD/DEDUCT COST \$ _____

ALTERNATE #4 - PROVIDE A COST TO REPLACE DOORS AND HARDWARE AS INDICATED ON THE PLANS AND HARDWARE SCHEDULE AT THE FOLLOWING DOORS: FLUSH PANEL - WEST DOOR A; FLUSH PANEL - NORTH DOOR B; FLUSH PANEL - EAST DOOR C; AND EAST ENTRY DOOR D w/ LITES TO MATCH EXISTING AND AS SHOWN ON EAST ELEVATION. SEE SPECS. FOR ADDITIONAL INFORMATION, FRAMES SHALL REMAIN AND HARDWARE SHALL BE AS SPECIFIED.

ADD/DEDUCT COST \$ _____

BID FORM

BF-4

Section 2 - Material and Equipment Alternates

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

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

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

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

Signature of Authorized Representative of Bidder _____

BID FORM

BF-5

Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder _____

BID FORM

Section 4 - Major Subcontractors

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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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 _____

SAMPLE STANDARD CONTRACT

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

CONTRACT

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

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

(Address)

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "_____" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract
and Living Wage Declaration of
Compliance Forms (if applicable)
Vendor Conflict of Interest Form
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means Community Services Area

Project means _____, ITB No. _____

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 _____ (___) consecutive weeks.
- (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 **\$500.00** 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 unit prices as given in the Bid Forms for the estimated bid total of:

_____ Dollars (\$_____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

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

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

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

SIGNED AND SEALED this _____ day of _____, 2014.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

1:814. Applicability.

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

1:815. Living Wages Required.

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

levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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

Section 5 - Non-Discrimination

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

9:158. - Nondiscrimination by city contractors.

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

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

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

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

(Ord. No. 14-25, § 1, 10-20-14)

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

An allowance may be made in progress payments if substantial quantities of permanent material

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

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

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties

against the Contractor;

- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

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

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property
Damage Liability, or both combined.
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- (3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

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

Section 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 this _____ day of _____, 20____
_____, _____ County, Michigan

Notary Public

_____ County, MI
My commission expires on:

STANDARD SPECIFICATIONS

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

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

Copies of the Standard Specifications can also be downloaded from the web link:

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

DETAILED SPECIFICATIONS

ARCHITECTURAL PLANS:

A1.1 Building Plans, Existing and Proposed Work

A2.1 Exterior Elevations

A3.1 Sections and Details, Material Specifications

ARCHITECTURAL SPECIFICATIONS:

	Pages
Section 00920 – Alternates	1-2
Section 02072 – Building Demolition for Remodeling	1-4
Section 06401 – Exterior Architectural Woodwork	1-6
Section 07900 – Joint Sealants	1-6
Section 08100 – Metal Doors and Frames	1-6
Section 087100 – Door Hardware	1-15
Section 09900 – Painting	1-7

SECTION 00920 - ALTERNATES

PART 1 - GENERAL

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Form, or noted herein and attached to the Bid Form, for certain items that may be added to or deducted from Base Bid amount if the Owner decides to accept the corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.
- C. Notification: Immediately following Contract award, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates if applicable.
- D. Schedule: An "**Alternate Schedule**" is included at the end of this Section.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
 - 2. Specification Sections may be referenced in the Schedule and may contain requirements for materials and methods necessary to achieve the Work described under each alternate.
- E. Refer to Section 00100 – Instructions to Bidders for General Contractor, Construction Manager, and/or sub contractor responsibilities pertaining to Specification inconsistencies

PART 2 - EXECUTION

- A. **The Contract Work may include all Alternates, which are listed below, and shall be appropriately included in the Base Bid and submitted as part of the complete scope of Work as described below.**
- B. Provide all of the requested **Alternate** pricing.
 - 1. **Alternate** pricing shall be used to allow the **Owner** the option to add/delete work to the base construction pricing noted as Base Bid.
 - 2. The **Alternate** pricing shall be included in the Contract at the sole discretion of the **Owner** after the review of the budget and before awarding the contract.
 - 3. Bid Proposals shall be ranked and evaluated by the Owner based on "Base Bid" pricing, and any modifications to rankings base on the acceptance or rejection of Alternates shall be at the discretion of the Owner.
 - 4. **Included in the Alternate Bid shall be: labor, materials, equipment, services, facilities and all items required to complete the Work and/or as further indicated on the drawings and in the specifications.**
- C. **Alternates Schedule follows on the next page. All ALTERNATE items shall be quoted herein and this Section shall be copied and attached to the Bid Form - 00300.**
- D. **The following Alternates Schedule shall be attached to the Bid Form – 00300 and submitted in triplicate as noted.**

SECTION 02072 - BUILDING DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Removal and salvage of designated building equipment and fixtures.
- B. Remove and turn over to owner all salvageable fixtures and equipment not reused in new work as indicated.
- C. Removal and/or demolition of designated construction.
- D. Identification of all utilities and mechanical/electrical systems that may affect the Project.
- E. Refer to items designated for removal and/or salvage as indicated on drawings and as listed in this section – Part II.

1.02 RELATED SECTIONS:

- A. Drawings and general provisions of the contract, including general, supplementary and special conditions and Division 1 specification sections apply to the work of this section.
- B. Section 08100 – Metal Doors and Frames.

1.03 SUBMITTALS:

- A. Coordinate preparation of shop drawings for other related work incorporating salvaged and relocated building components in new work. These items shall be indicated on the shop drawings to be prepared by the trades responsible for the work of the individual sections.

1.04 PROJECT RECORD DOCUMENTS:

- A. Submit under provisions of Section 01700.
- B. Accurately record actual locations of capped utilities, subsurface obstructions, and other existing conditions uncovered during demolition operations.

1.05 REGULATORY REQUIREMENTS:

- A. Conform to applicable codes for demolition work, safety of structure, dust control and protection of the public during demolition operations.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct egress width to exits.
- E. Do not disable or disrupt building fire or life safety systems without one day prior written notice to the Owner.
- F. Conform to the Owner's existing procedures when discovering hazardous or contaminated materials.

PART 2 PRODUCTS

2.01 GENERAL:

- A. The following items are to be removed, salvaged, and/or modified for relocation within new work as indicated on drawings and specified within specification sections:
 - 1. Remove existing wood siding, trim and building felts on the west, south and east elevations.**
 - 2. Install new vapor barrier and siding – with associated blocking, sealing and sealants around all exterior openings on the west, south and east elevations.**
 - 3. Install plywood base and cementitious parging at various locations as noted in the Documents.**
 - 4. Modify north elevation as determined by Owner from Bid Alternates.**
 - 5. Remove and Replace existing hollow metal doors and associated hardware as determined by Owner from Bid Alternates.**

- B. The above listing is not inclusive. The Contractor is responsible for the salvage and relocation of all existing building components as indicated on contract documents or within individual specification sections, whether included in the above listing or not.

PART 3 EXECUTION

3.01 PREPARATION:

- A. Erect and maintain weatherproof closures for exterior openings until vapor and air barriers are in place and exterior opening protectives are installed.
- B. Protect existing materials, fixtures and finishes that are not to be demolished or to be relocated as part of new construction.
- C. Prevent movement of structure; provide required bracing and shoring.
- D. Mark location of utilities.

3.02 BUILDING COMPONENT SALVAGE REQUIREMENTS:

- A. Loose hardware items shall be removed from each component, placed in sturdy boxes, and labeled for future reference.
- B. Coordinate quantities and configurations of salvaged building components with related sections utilizing salvaged components in conjunction with new work items.
- C. The Contractor shall coordinate with the Owner regarding the disposition of any salvageable items remaining in each work area prior to Contractor starting work. Items deemed salvageable by the Owner shall be turned over to the Owner in the vicinity of their removal. Items deemed unsalvageable by the Owner shall then become the Contractor's property and shall be legally disposed of off site by the Contractor.

3.03 DEMOLITION REQUIREMENTS:

- A. Conduct demolition to minimize interference with adjacent and Owner-occupied building areas.
- B. Cease operations immediately if structure appears to be in danger. Notify Architect. Do not resume operations until directed.
- C. Maintain protected egress and access to the work.

3.04 DEMOLITION:

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- B. Remove demolished materials from site as work progresses. Upon completion of work, leave areas in broom clean condition ready for new work.
- C. Remove temporary work.

3.05 RESPONSIBILITY:

- A. The Contractor shall be solely responsible for coordinating demolition with the extent of finished work to avoid the unscheduled removal of any building component.
- B. Unscheduled removal of any building component shall be replaced to previous condition at the Contractor's cost.

END OF SECTION 02072

SECTION 06401 - EXTERIOR ARCHITECTURAL WOODWORK

PART 1- GENERAL

1.01 **DESCRIPTION OF WORK:**

- A. Carpentry work not specified as part of other Sections and/or as required for special details and trim, and generally for “architectural woodwork” part of **exterior** construction.
- B. Carpentry which is generally exposed to the environment.**
 - 1. This material may also be cementitious material being used in conjunction with wood products.**
- C. Carpentry for:
 - 1. Framing for Architectural woodwork and construction.
 - 2. Trim/casing/detailing, etc. required for exterior finishing is specified herein

1.02 **RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work of this section.
- B. See Section 06050 – Carpentry Materials and Accessories where material and accessories associated with this Specification Section are detailed.**

1.03 **RELATED SECTIONS**

- A. Section 06070 – Pressure-Treated Wood Products.
- B. Section 06050 – Carpentry Materials and Accessories

1.04 **REFERENCES**

- A. Western Lumber Grades and Quality Control
- B. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 1998.
- C. AWPA C20 - Structural Lumber -- Fire-Retardant Treatment by Pressure Processes; American Wood-Preservers' Association; 1999.
- D. AWPA C27 - Plywood -- Fire-Retardant Treatment by Pressure Processes; American Wood-Preservers' Association; 1999.
- E. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials; 1998.
- F. UL 723 – Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; 1996

1.05 **SUBMITTALS:**

- A. Product Data: Submit manufacturer’s product data for each product and process specified as work of this Section and incorporated into items of architectural woodwork during fabrication, finishing and installation.
- C. Samples for Verification Purposes:** Submit samples as follows, coordinating shop priming with field finish to provide samples illustrating final field finish:
 - 1. Lumber with or for transparent finish; 50 square inches, for each species and cut, finished on one side and one edge.
 - 2. Laminate clad panel products; 8-1/2” x 11” for each type, color, pattern and surface finish, with separate samples of unfaced panel product used for core.
 - 3. Exposed hardware items, one unit for type and finish.
- D. Shop Drawings copied directly from the Contract Documents shall be returned with “No Action Taken”.

1.06 **QUALITY ASSURANCE:**

- A. Identification: Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency.
- B. WIC Quality Standard: Comply with applicable requirements of "Manual of Millwork" by WIC.

- C. Shop Drawings: Submit shop drawings for each item of architectural woodwork.
- D. Samples: Submit samples of each wood species and cut indicated for transparent finish; of each material indicated for opaque finish.
- E. Refer to Section 00100 – Instructions to Bidders for General Contractor, Construction Manager, and/or sub contractor responsibilities pertaining to Specification inconsistencies.

1.07 FIELD MEASUREMENTS:

- A. Verify that field measurements are as indicated on reviewed shop drawings and as instructed by the manufacturer.
- B. Provide templates for all countertops prior to fabrication.
- C. Coordinate the work with plumbing and electrical rough-in and installation of associated and adjacent components.

PART 2 - PRODUCTS

2.01 GENERAL MATERIAL REQUIREMENTS:

- A. Lumber, General:
 - 1. Nominal sizes are indicated, except as shown on detail dimensions. Provide dressed lumber, S4S, with 19% maximum moisture content and time of dressing – typical for most applications.
 - 2. For cedar, redwood and Douglas fir specie receiving a clear or semi-transparent finish – all lumber shall be 'Select B' or better.
 - 3. For treated lumber and lumber that shall be a part of architectural work and/or painted – it shall be No. 1 or better.
 - 4. For structural framing – not architectural framing (6" and wider and from 2" to 4" thick), provide #1 Hem-Fir or Southern Pine or any other species and grade which meets or exceeds the following values:
 - a. F_b (minimum extreme fiber stress in bending); 2x4 thru 2x8 1,200 F_b and 2x10 and larger 1,000 F_b min.
- B. Architectural Framing Lumber (2" through 4" thick):
 - 1. For light framing (less than 6" wide), provide Select Structural grade or better, any species.
 - 2. For structural, architectural framing (6" and wider and from 2" to 4" thick), provide Select Structural Douglas-Fir, Hem-Fir or Southern Pine or any other species and grade which meets or exceeds the following values:
 - a. 2x10 and larger - 1,000 F_b min.
- C. Sheet Material:
 - 1. See drawings for thickness and type. If not noted otherwise conform to the following minimum dimensions noted in each following section.
 - 2. Wood Panels may be:
 - a. **Exterior** exposure rating only, ½ " thick (nominal) plywood, APA association stamped.
 - b. **Exposure I** panels are suitable only for locations that are protected from direct exposure to weather.
 - c. Pressure-treated preservative as required for installation.
 - d. Identify each plywood panel with appropriate APA trademark.

2.02 EXTERIOR GRADE SOFTWOOD – WHERE REQUIRED

- A. Exterior Wood: Materials as follows:
 - 1. Grading requirements **as above** for lumber.
 - 2. Lumber Species allowed for Transparent Finish: **Western-red cedar.**
- B. Wood Requirements – Comply with grading rules of grading agency for species of timber used:

1. WCLIB--West Coast Lumber Inspection Bureau.
2. WWPA--Western Wood Products Association.
- C. Dressing: Provide timber that has been dressed on four sides (S4S) at mill, prior to grading. Comply with grade sizes.
- D. End Sealer: Manufacturer's standard, transparent, colorless wood sealer, which is effective in retarding transmission of moisture at cross-grain cuts for all wood not receiving a finish coat of other sealer.

2.03 EXTERIOR BOARD MATERIALS:

- A. Exposed-to-weather, exterior wood boards – clear, rough-sawn surface. As follows:
 1. Natural wood species:
 - a. Western cedar
 2. Grading:
 - a. Select B or better for clear finish

2.04 PRESSURE TREATED WOOD – WHERE REQUIRED

- A. Preservative Treatment shall be:
 1. Treatment: ACQ(R) Preserve(R).
 - a. Use 0.25 lb/cu ft retention for **above ground use**.
 - b. Use 0.40 lb/cu ft retention for **ground contact use**.
 - c. Use 0.60 lb/cu ft retention for **in-ground use**.
 2. Kiln dry after treatment to 19 percent maximum moisture content for lumber and 15 percent for plywood.
 3. Treat wood to 'in-ground use' in the following locations:
 - a. Below grade and/or in contact with water.
 - b. Within 18 inches of proposed grades.
 - c. In contact with masonry or concrete at exterior locations
 4. Treat wood to 'above ground use' in the following locations **only**:
 - a. In contact with roofing, flashing, or waterproofing.
 - b. In contact with masonry or concrete in interior locations.
 - c. Above 18 inches min. from proposed grade.
 - d. Exposed to weather
 - e. Other locations indicated.
- B. Manufacturer's Requirements:
 1. Provide preservative wood treatment that does not contain arsenic, chromium or other preservatives classified as hazardous by the Environmental Protection Agency.
 - a. Preserve Pressure Treated Lumber: Arsenic and Chromium free pressure treated wood produced in accordance with ACQ Preserve Standard ACQ - 94 and the appropriate AWPA Standards (AWPA C1, AWPA C2, AWPA C4, AWPA C5, AWPA C9, AWPA C14, AWPA C15, AWPA C16, AWPA C17, AWPA C22, AWPA P5).
 - b. Wood or wood products that are treated with CCA (Copper Chromium Arsenide) or other pressure treatments that are toxic or hazardous are prohibited.
 - c. Substitutions: See Section 01600 - Product Requirements.
 - d. Provide wood treatment by or under license from Chemical Specialties, Inc., One Woodlawn Green, Suite 250, 200 E. Woodlawn Road, Charlotte, NC 28217. ASD. Tel: (800) 421-8661.
 - e. Preserve Pressure Treated Lumber: Arsenic and Chromium free pressure treated wood produced in accordance with ACQ Preserve Standard ACQ - 94 and the appropriate AWPA Standards (AWPA C1, AWPA C2, AWPA C4, AWPA C5, AWPA C9, AWPA C14, AWPA C15, AWPA C16, AWPA C17, AWPA C22, AWPA P5).

2.05 MISCELLANEOUS MATERIALS:

- A. Fasteners and Anchorages:

1. Provide stainless steel, ring-shanked nails or finish-head screws to anchor all exposed wood siding and trim.
 2. Provide fasteners with a hot-dip zinc coating (ASTM A153) for treated lumber at a minimum and unless noted otherwise, and where wood is in ground contact, subjected to high relative humidity, or exposed to weather.
- B. Building Paper:
1. Asphalt saturated felt, non-perforated, ASTM D 226.

PART 3- EXECUTION

3.01. GENERAL INSTALLATION REQUIREMENTS:

- A. Install exterior woodwork to comply with requirements of AWI Section 1700 "Installation of Woodwork" that refer to types of woodwork specified in this section and that apply to the same grade specified in Part 2 of this section.
- B. Seal Coat: After fabricating and surfacing each unit and end-cut sealing, apply a saturation coat of penetrating sealer on surfaces of each unit, except for treated wood where the treatment included a water repellent.

3.02. ERECTION REQUIREMENTS:

- A. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- B. Securely attach carpentry work to substrate by anchoring and fastening as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes. Use finishing nails for finish work. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.
- C. Wood Framing, General:
 1. Provide framing members of sizes and on spacings shown on the drawings, and frame openings to comply with recommendations of "Manual for House Framing" of National Forest Products Association. Do not splice structural members between supports.
 2. Anchor and nail to comply with "Recommended Nailing Schedule" of "Manual for House Framing" and other recommendations of N.F.P.A. and other recommendations of N.F.P.A.
- D. Installation of Plywood:
 1. Comply with recommendations of the American Plywood Association (APA).
 2. Install sheathing as recommended by APA for spacing of supports or types of substrates involved in the work. Provide thickness shown or verify as required for spans and load applications.

END OF SECTION 06401

SECTION 07900 - JOINT SEALANTS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

- A. Providing and installing a material to close joints between dissimilar materials.
- B. A ‘soft joint’ material such as caulk or sealant shall be installed between dissimilar materials wherever expansion/contraction or movements in adjacent materials may occur. Coordinate these joint materials with the Architect for colors.**
- C. The Contractor shall be responsible for coordinating appropriate joint material with substrates and movement characteristics.**
- D. Providing and installing a material to close joints required because of construction techniques and/or expansion/contraction requirements.
- E. Providing and installing all required back-up rods and accessories for caulking/sealant materials.
- F. This Section may include joint sealants as noted on the Documents and for the following locations that may occur:**
 - 1. Exterior Joints in vertical and non-traffic horizontal surfaces:
 - a. Perimeters of all windows and door frames
 - b. Other locations as noted or required

1.02 PERFORMANCE REQUIREMENTS:

- A. Provide exterior joint sealants that have been produced and installed to create and maintain a watertight, continuous seal without staining or deteriorating the substrates adhered to.

1.03 QUALITY ASSURANCE:

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten (10) years documented experience.
- B. Installer Qualifications: Firm with not less than five (5) years documented experience in successful installation of the work of this section and on projects similar in scope and type. Installer must be capable of tooling joints per the “Typical Caulk/Sealant Joints” detail found in the Drawings.

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's product indicating sealant specifications, handling/installation/curing instructions and performance test data sheets, limitations and color charts.
 - 1. Submit descriptive data listing back-up material, bond-preventative material, primer for each type of surface, solvents, cleaning agents, and wetting agents as recommended by sealing compound Manufacturer.
 - 2. Manufacturer's printed instructions for each type of sealing compound to be used in the work covering surface preparation, mixing, recommended joint dimensions and sealing compound application.
- B. The contractor shall be responsible for coordinating the choice of manufacturer, with available colors choices, to meet the color requirements of the Project. **Therefore, the Architect shall be allowed to choose a manufacturer whose color is compatible for the particular Project and installation requirements.**
- C. Samples: Provide accurate, material samples to the Architect for choice of sampling colors. Paper sample are not allowed.**
- D. Field Mock-up: Submit two (2) samples 6” long, minimum, illustrating a sample of the material (cured) in each color selected and specified tooling requirements. **Have at least two (2) samples prepared for each sealant color and condition** for approval by the Architect prior to installation. Provide a textured finish of sealant when specified.

- E. For exterior conditions: Install a sampling (mock-up) of at least two sealant colors for each application requirement as part of the Project.

1.05 PROJECT CONDITIONS:

- A. Weather Conditions: Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.
- B. Where possible, maintain temperature and humidity levels recommended by manufacturer during and after installation.
- C. Do not install solvent curing sealants in enclosed building spaces.

1.06 GUARANTY-WARRANTY:

- A. This Contractor shall and hereby does warrant, shall and hereby does guarantee all caulking work in this division against defective materials and workmanship for a specified period:
 - 1. Warranty period: **(2) years** from date of Substantial Completion.
- B. Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those failing in performance within warranty period.
 - 1. Warranty period: **20 years from date of Substantial Completion.**
- C. Issuance of final certificate of payment is contingent upon delivery to architect of said written Guaranty-Warranty.

PART 2 - PRODUCTS

2.01 MANUFACTURER:

- B. Acceptable Manufacturers - Subject to compliance with the following requirements, provide products by one of the following Manufacturers:
 - 1. Tremco, Inc.
 - 2. Dow Chemical
 - 3. Sika Corporation
 - 4. Polymeric Systems, Inc.
 - 5. Sonneborn Building Products Div., ChemRex, Inc.
 - 6. Pecora Corp.
 - 7. Or Architect approved substitution.
- C. Provide joint sealants, fillers and related materials that are compatible with one another and with the particular substrates, conditions of service and applications – as specified by sealant manufacturer based on testing and field experience.
- D. Proprietary names used below are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other accepted manufacturers.

2.02 INTERIOR CAULKING/SEALANT - TYPICAL:

- A. **Typical Acrylic Latex Caulk:** All caulking compounds for interior use, except as otherwise stated in this Division or related referenced sections, shall be one-part, acrylic latex conforming to ASTM C-834, type OP.
 - 1. Caulking compound shall be acid resistant, waterproof, and paintable; shall not stain or injure materials in contact with same; shall not disintegrate at low temperature or liquefy at temperature of 140 degrees F.; shall not be affected by vibration.
 - 2. Compound shall form a thin, tough, elastic film on surface but remain permanently plastic underneath.
 - 3. This material shall be used at interior areas for joints/interfaces of window/door frames, countertops, wall mounted accessories, precast concrete slabs, masonry walls and other, similar materials

4. Manufacturer's products approved for use are:
 - a. Sonolac®, Sonneborn
 - b. AC-20 + Silicone, Pecora Corp.
 - c. Tremco Acrylic™ Latex, Tremco, Inc.
 - d. Or Architect approved substitution.
- B. Provide and install all backer-rods and release tapes necessary for a complete installation of all types of caulk/sealants noted above.

2.03 EXTERIOR SEALANTS - TYPICAL:

- A. General: Provide manufacturer's standard, chemically curing elastomeric sealants as required for the particular type of installation and environmental conditions, and that comply with ASTM C 920 and other requirements indicated on each Joint Sealant Data Sheet for application use.
 - 1 Coordinate with the Manufacturer for the most appropriate material for the type of installation noted below.
 - 2 **The contractor shall be responsible for providing Data Sheets for each sealant choice for the various material/condition/environment conditions applicable.**
- B. **Typical sealant conditions are noted below and shall use the materials following unless additional requirements are specified in the Documents:**
 1. **General Construction** sealants shall be similar to:
 - a. Tremco 'Spectrem 3' Type S (single component), Grade-NS (non-sagging) or equal
 - b. Similar products of Dow Corning, Sika or DAP

2.04 CELLULAR/FOAM JOINT FILLERS AND SEALANT BACKERS:

- A. Provide sealant backing of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers.
- B. Typical materials are as follows. The contractor is responsible to coordinate with particular sealants and installation conditions:
 1. Closed-Cell Synthetic Rubber Joint Filler: Expanded synthetic rubber complying with ASTM D1056, Class SC-E (oil-resistant and medium swell), of 2 to 5 psi compression deflection (Grade SCE 41); except provide 13 to 17 psi compression deflection (Grade SCE 44) where filler is applied under sealant exposed to traffic. Provide as needed.
 2. Closed-Cell PVC Joint Filler: Flexible expanded polyvinyl chloride complying with ASTM D1667, Grade VE 41 BL (3.0 psi compression deflection); except provide higher compression deflection grades as may be necessary to withstand installation forces and provide proper support for sealants, if any. Provide as needed.
 3. Closed-Cell Semi-Rigid Plastic Joint Filler: Semi-rigid, compressible non-staining, closed-cell plastic joint filler, recommended by manufacturer where low modulus of elasticity is required, but suitable for retaining poured concrete. Provide as needed.
 4. Open-cell polyurethane foam
 5. Closed-cell polyethylene foam

2.05 ACCESSORIES:

- A. Joint Primer/Sealer: Non-staining type primer/sealer shall be as recommended by the sealant manufacturer for use on the type of substrate material encountered, and shall have been tested for staining, durability, and dirt pick-up on the surfaces to be primed or sealed.
- B. Joint Cleaner: Non-corrosive and non-staining type as recommended by sealant manufacturer; shall be compatible with joint forming materials.
- C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer to suit application. To be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

- D. Compression Seals: Manufacturer's standard, preformed, pre-compressed, open-cell foam sealant. It shall be a high-density urethane foam impregnated with a non-drying, water repellent agent in a factory produced pre-compressed size to fit joint widths required.
 - 1. Density: 9-10 lb./cu. ft
 - 2. Backing: pressure sensitive adhesive, factory applied to one side, with protective wrapping.
 - 3. Color: Manufacturer's standard gray at building expansion joint, unless otherwise noted.
 - 4. Acceptable manufacturers:
 - a. Will-Seal Expanding Foam Sealant Tapes
 - b. Thermal Products, Inc.
 - c. or equal

2.06 COLOR SELECTION:

- A. Unless otherwise noted, color of sealant/caulk shall be selected by the Architect from each manufacturer's full range of available colors.
- B. Provide accurate, material samples to the Architect for choice of sampling colors. Paper sample are not allowed.**
- C. **Have at least two (2) samples prepared for each sealant color and condition** for approval by the Architect prior to installation. Sealant shall be applied to sample panel/wall when requested by Architect.
- D. Provide a textured finish of sealant when specified.

PART 3 - EXECUTION

3.01 INSPECTION:

- A. Installer shall verify that surfaces, substrates, joint openings and conditions under which joint sealer work is to be performed are satisfactory and ready to receive work. Installer shall notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- B. Beginning of installation means Installer accepts existing surfaces and conditions.

3.02 PREPARATION:

- A. The surface of joints to be sealed with gaskets, sealants or caulking compound shall be cleaned free of loose particles, oil, grease, water, frost, surface dust, coatings, and other foreign matter which might impair performance of joint sealing materials.
 - 1. Porous materials such as masonry and concrete shall be cleaned by sandblasting, mechanical abrading, acid washing, or a combination of these methods, as required to provide a clean, sound surface free of laitance, coatings and loose particles. When acid washing method is used, all traces of acid shall be removed from the surface of porous materials by immediately washing with fresh water and all metal and glass in adjacent construction shall be protected from the acid. Methods used shall be compatible with sealant materials and comply with manufacturer's recommendations.
- B. Prime or seal joint surfaces where required and where recommended by sealant manufacturer. Confine primer/sealant to areas of sealant bond. Do not allow spillage or migration onto adjoining surfaces.
- C. Verify that joint backing and release tapes are compatible with sealants.
- D. Measure joint dimensions and verify that joint filler and backer materials are sized to achieve joint width/depth ratios required by sealant manufacturer.

3.03 PROJECT CONDITIONS:

- A. Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.

- B. Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.
- C. Comply with manufacturer's printed instructions for sealant and sealant accessory preparation and installation, except where more stringent requirements are shown or specified or where appearance of joints is governed by the "Typical Caulk/Sealant Joints" detail found in the Drawings.
- D. Apply sealant within manufacturer's recommended temperature and humidity ranges. Exterior sealing compounds shall not be applied in damp or rainy weather nor until the surfaces of joints to be sealed have thoroughly dried from the effects of such weather. Condensation shall not be allowed to form on the joint surfaces to receive sealing compounds. Ventilation shall be provided as required to prevent the formation of condensation on such surfaces.

3.04 INSTALLATION:

- A. All interior joints shall be caulked with acrylic latex, except control joints and expansion joints in masonry wall; such joints shall be caulked with exterior type sealant. All exterior joints shall be sealed with exterior type sealant.
- B. Install bond breaker where joint backing is not used.
- C. Employ only proven installation techniques which will ensure that sealants are: deposited in uniform, continuous ribbons forced solidly into joint cavities so that full adhesion is achieved against contact faces of joint backing and joint faces; free from gaps, cracks, air pockets and foreign matter. For gun applications, select nozzle size to match joint width. **Except as otherwise indicated, finished sealant surfaces shall be struck flat no less than 1/8" below adjoining surfaces.** Where horizontal joints are between a horizontal and vertical surface, install joint to form a slight cove, so that joint will not trap moisture and dirt.
- D. Do not overheat or reheat hot-applied sealants. Discard overheated material.
- E. Install liquid-applied sealant to depths as shown, or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of beads (not applicable to sealants in lapped joints):
 - 2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
 - 3. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in the range of 75% to 125% of joint width.
- F. Do not allow sealants/caulks to overflow from confines of joints, to spill onto adjoining work, or to migrate into voids of exposed finishes. Clean adjoining surfaces by appropriate means necessary to eliminate evidence of spillage.
 - 1. Paper pressure-sensitive masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer and sealing compound smears. Masking tape shall be removed within ten (10) minutes after the joint has been filled.
- G. All materials that have been over-applied in exposed-to-view locations or in locations being further treated by other trades shall be neatly trimmed with a knife edge or other trimming tool.

3.05 JOINT SHAPE:

- A. Tooling:
 - 1. Provide concave joint configuration per Figure 5A in ASTM C 962, unless otherwise noted.
- B. Tolerances:
 - 1. Set joint filler units at depth or position in joint as required coordinating with other work, including installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.

2. As measured from any adjacent material face, edge, or line, tooled sealant/caulk joints shall not vary in depth by more than 1/16" in 1'-0".
3. Exposed face of sealant/caulk shall be smooth and free of irregularities.

3.06 CLEANING AND ADJUSTMENT:

- C. At conclusion of caulking and when directed, clean off all excess material from adjoining surfaces and materials. Repair or replace all defaced or disfigured finishes caused by work of this section. Leave entire installation in perfect condition.

3.07 CURING AND PROTECTION:

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Implement procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner that will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants that are damaged or deteriorated during construction period.

END OF SECTION 07900

SECTION 08100 - METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. All Drawings and general provisions of Contract, including General Conditions, Supplementary Conditions, Division 0, and Division 1 Specification sections apply to the Work of this Section.
- B. Furnishing all labor, materials and equipment to fabricate hollow metal work shown on the drawings or specified herein, including delivery to the appropriate subcontractor for installation.
 - 1. Steel, hollow metal doors for exterior door locations.
 - a. Doors shall be seamless, hollow construction.
 - 2. **Smoke and Draft Control: In addition to required Fire Resistive Ratings, all doors and frames shall bear the letter "S" on the fire-rating label, indicating that the door and frame assembly are in compliance with UL 1784. This applies to all rated doors and frames.**
- C. **Coordinate all frame sizes, profiles, dimensions and shapes with the intent of the Door Elevations indicated on the Documents. Comply with industry standards and all applicable Codes when providing and detailing Shop Drawings and note if any Document requirements conflict with these Standards.**

1.02 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 08712 - Door Hardware
- B. Section 08800 -Glass and Glazing
- C. Section 09900 - Painting

1.03 QUALITY ASSURANCE:

- A. Conform to requirements of ANSI A250.8-1998 (SDI-100), ANSI A151.1, and other specifications herein named. Submit test reports upon request.
- B. Acoustical qualities: Minimum sound transmission classification of 28 as tested under ASTM designation E490 and ASTM designation E413.
- C. Insulation properties: U factor .363 (R factor of 2.85) for honeycomb core, U factor for polystyrene core of .263 (R factor of 3.8), U factor for polyurethane core of 0.09 (R factor of 11.1).
- D. Underwriters' Laboratories and Warnock Hersey, labeled fire doors and frames:
 - 1. Investigate and test all labeled fire doors and frames in accordance with UL-10(b), ASTM E-152, NFPA 252, ANSI A2.2, or UL-10(c), UBC 7-2-1997.
 - 2. Manufacture all labeled doors and frames under the UL factory inspection program and in strict compliance to UL procedures, and provides the degree of fire protection, heat transmission and panic-loading capability indicated by the opening class.
 - 3. Manufacture Warnock Hersey labeled doors and frames to meet the specific requirements of that labeling agency's current procedure for the tested hourly rating designated and subject to inspection by representatives of the labeling agency.
 - 4. Affix a physical label or approved marking to the fire door or fire door frame, at an authorized facility as evidence of compliance with procedures of the labeling agency.
- E. All work specified herein shall be constructed and fabricated in accordance with the best practices of this trade and shall be free from defects impairing strength, durability or appearance, and of the best commercial quality for purposes as specified. All work shall be made with structural properties to sustain safety or withstand strains and stresses, to which they are normally subjected, true to detail, clean, straight with sharp defined profiles, with smooth finished surfaces.
- F. It is imperative that application of paint and other corrosion resistant measures be followed explicitly

1.04 REFERENCE STANDARDS:

- A. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
- C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
- D. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- E. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
- F. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- G. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- H. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
- I. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
- J. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
- K. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
- L. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
- M. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
- N. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
- O. UL 10C - Positive Pressure Fire Tests of Door Assemblies
- P. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.05 REGULATORY REQUIREMENTS:

- A. Doors: conform to applicable codes for fire ratings. Interior vertical stairwell doors: carry a minimum 250°F temperature rise rating in addition to the required fire rating.
- B. Fire-rated Door, Sidelite and Transom Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection rating indicated
 - 1. Test Pressure: Test according to NFPA 252 or UL 10C. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40 inches or less above the sill.
 - 2. Oversize Fire-Rated Door Assemblies: For units exceeding sized of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that doors comply with standard construction requirements for tested and labeled fire-protection-rated door assemblies except for size.
 - 3. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating of 450 deg. F. maximum in 30 minutes of fire exposure.

1.06 SHOP DRAWINGS AND PRODUCT DATA:

- A. General: Submit per Section 01300 – Submittals
- B. Submit manufacturer's descriptive literature and shop drawings to the Architect for review before commencing fabrication. Shop drawings shall include door and frame schedule and door swings, and shall include all pertinent information.
 - 1. Submit shop drawings.
 - 2. Indicate door elevations, internal reinforcement, closure method, and cutouts for glazing units and louvers.
 - 3. Submit manufacturer's installation instructions under provisions of Section 01300.

4. **For Renovation projects - where new doors and/or hardware are required in existing frames and/or doors - verify the fit of new doors and hardware in or on the existing frames and/or doors prior to submitting Shop Drawings.**

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Deliver all shop assembled units in perfect condition. Remove units from cardboard or plastic containers upon time of delivery to project. Store the units at the site in a dry place, under cover and on wood blocking.
- B. Protect doors and frames from damage after installation and during subsequent construction. Damaged work shall be replaced by new work.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Acceptable manufacturers of hollow metal doors and frames subject to compliance with the specifications requirements are as listed below:
 1. American Steel Products Corporation
 2. Ceco Corp.
 3. Curries
 4. Fenestra
 5. Pioneer Industries
 6. Republic Builders Products
 7. Steelcraft

2.02 MATERIALS:

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.03 STEEL HOLLOW METAL DOORS AND FRAMES - GENERAL:

- A. Fire rated doors shall be fabricated as required to meet U.L. and/or F.M. standards. See following Section for doors and frames in fire-rated 'Barrier' assemblies.
- B. Labels on doors and labeled or embossed frames where indicated on drawings shall reflect rating required; 3/4 hour - "C" label, 1-1/2 hour - "B" label, 3 hour - "A" label.**
 1. All labeled doors and frames shall bear factory installed, permanent labels bearing the name of testing laboratory and rating. Do not paint any labels on frames or doors. See door schedule for locations.
- C. Astragals shall be provided for all pairs of labeled doors where not divided by a center mullion.
- D. Manufacture frames and frame components from commercial quality carbon steel conforming to ASTM designation A568 and A569 or hot-dipped galvanized steel having an A60 zinc-iron alloy coating conforming to ASTM designation A653.
 1. Treat galvanized steel to insure proper paint adhesion. Steel component parts used in galvanized doors and/or frames shall match galvanized specification.
 2. Provide 14 gauge channel fillers welded in place at door top when closing hardware is specified.
 3. Clean, phosphatized and finish all doors, frames and frame components with one coat of rust inhibiting prime paint in accordance with ANSI A250.10.
 4. Clean, phosphatized and finish all painted doors and frames with a rust-inhibiting paint in accordance with ANSI A250.3.

- E. Door panels shall conform to one or more of the following standards:
 - 1. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, or drawing quality, ASTM A 642, hot-dipped galvanized in accordance with ASTM A 525, with A60 or G60 coating designation, mill phosphatized.
- F. Door Silencers: Except on weatherstripped frames, drill stops to receive 3 silencers on strike jambs of single-door frames and 2 silencers on heads of double-door frames.
- G. Glass size shall not exceed limit of fire rating requirements. Notify architect before bidding if sizes will vary from those shown on drawings.
- H. Doors and frames shall comply with NAAMM Specifications for Custom Hollow Metal Doors and Frames, and NAAMM Fire-rated Custom Metal Doors and Frames, except as modified by these specifications.

2.04 DOOR PANEL CONSTRUCTION:

- A. Hollow Metal Door face sheets:
 - 1. All doors scheduled to be Hollow Metal - 'Painted' shall be Seamless Flush Type formed to two face sheets not less than 16 US gauge for exterior panels for a typical 1-3/4" thick door.
 - 2. Exterior Doors shall meet ANSI/SDI A250.802003 (R2008) (SDI-100), Level 3, Model 2 (seamless) or Model 3 (rail and stile), Extra heavy-duty; with 16-gage hot-dipped A60 galvanized steel faces, with galvanized hardware reinforcement. Galvanizing steel shall be treated to insure proper paint adhesion
- B. Thermal-rated Panels:
 - 1. At exterior locations and elsewhere as shown on Door Schedule – provide doors fabricated as thermal insulating door and frame assemblies and tested in accordance with ASTM C 236 or ASTM C 976 on fully operable door assemblies
 - 2. Unless otherwise indicated, provide thermal-rated assemblies with R-8 or better.
- C. Glazing Trims: Provide approved, stock design, steel glazing beads with mitered corners and concealed attachment for all doors with glazed openings indicated on the drawings.
 - 1. Glass trim for doors with cutouts: Similar to Steelcraft Designer Trim™ 20 gage steel conforming to:
 - a. ASTM designation A 924 hot dipped galvanized steel with a zinc coating of 0.06 ounces per square foot (A60). Install the trim into the door as a four sided welded assembly. Fit trims into a formed area of the door face, do not extend beyond the door face and interlock into the recessed area.
- D. Reinforcements: Doors shall be prepared and reinforced as required for all mortise/cylindrical lock hardware and for all surface hardware as required. See Hardware Schedule and Hardware Sets in Div. 7 for additional information.
 - 1. Minimum reinforcement shall be:
 - a. 7 ga. or 3/16" thick for butts
 - b. 12 ga. or 1/16" for other surface applied hardware
 - c. 16 ga. reinforcement for locksets to be manufacturer's standard (12 ga. plates with expanded screw holes to provide thread depth equal to 3/16" plate may be substituted for butt reinforcing).
 - 2. Hinge and lock reinforcements:
 - a. 7 gage for 1-3/4" doors
 - b. Lock reinforcements -16 gage and closer reinforcements; 14 gage - box minimum 6" high and 20" long.
 - c. Projection welded to the edge of the door.
 - d. Provide galvanized doors with galvanized hardware reinforcements. Provide adequate reinforcements for other hardware as required.
 - 3. Obtain templates from finish hardware supplier for all finish hardware. All hardware will be applied in the field in accordance with Division 6.
- E. Astragals required on pairs of metal doors shall be furnished by this contractor.

- F. All hardware, screws, bolts, plates and miscellaneous metal pieces are to be non-ferrous. This note is to be on manufacturers/suppliers submittal to Architect.
- G. Provide doors with continuous vertical mechanical interlocking joints at lock and hinge edges with visible edge seams or with edge seam filled and ground smooth. Seal the internal portion of the seam with epoxy. An intermittent fastening along the seam is not permitted. Bevel doors 1/8" in 2" at hinge and lock edges. Provide top and bottom steel reinforcement channels galvanized 14 gage and projection welded to both panels.

2.05 HARDWARE REQUIREMENTS:

- A. All metal doors and frames which are furnished for this job shall be fabricated to receive all items and makes of hardware specified in Finish Hardware Section 08710/08712 of this Division.

2.06 FINISH:

- A. After fabrication, all surfaces to be thoroughly cleaned and free of all grease, oil, rust and other foreign contaminants.
- B. Finish: After fabrication, all tool marks and surface imperfections in frames shall be removed, and exposed faces of all welded joints shall be dressed smooth; and all tool marks and surface imperfections in doors shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Frames and doors shall then be chemically treated to insure maximum paint adhesion and shall be coated on all accessible frame surfaces and exposed door surfaces with a rust-inhibitive primer that is fully cured before shipment.
 - 1. Clean, phosphatized and finish factory finish painted doors and frames with rust inhibiting paint capable of passing a 200-hour salt spray and 480-hour humidity test in accordance with ASTM designation B117 and ASTM designation D1735. Provide in accordance with ANSI/SDI A250.3, "Test Procedure and Acceptance Criteria for Factory Applied Finish Painted Steel Surfaces for Steel Doors and Frames".
 - 2. Frames set in concrete or masonry shall receive one coat of asphalt mastic applied to inside of frames, and shall be fully grouted.
 - a. Fully grout the inside of all frames or, when an anti-freeze agent is used, coat with a fibered asphalt coating prior to grouting. Field apply the coating to a minimum 1/16" thickness
 - 3. All hollow metal doors and frames are to receive two coats of paint in the field, all six sides.
 - 4. See Section 09900 for field painting requirements.

PART 3 - EXECUTION

3.01. INSTALLATION:

- A. Install doors and frames plumb and square, with 1/8" clearance between meeting edges of pairs of doors. At door sills, provide clearance as indicated or required for thresholds or for carpeting.
- B. Anchoring:
 - 1. In masonry construction, locate 3 wall anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Acceptable anchors include masonry wire anchors and masonry Tee anchors. Provide four (4) wall anchors per jamb for frame over 7'-4" high.
 - 2. At existing concrete or masonry construction, provide three (3) completed opening anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb, set frames and secure to adjacent construction with bolts and masonry anchorage devices.

- a. Countersink anchors, and fill and make smooth, flush, and invisible on exposed frame faces.
 3. In metal stud partitions, install at least three (3) wall anchors per jamb at hinge and strike levels. In closed steel stud partitions, attach wall anchors to studs with screws.
 4. In existing in-place drywall partitions install knock down, slip-on drywall frames unless noted otherwise in the Documents.
- 3.02. ADJUSTMENTS AND CLEANING:
- A. Doors shall be properly hung so that they operate and latch satisfactorily. See Section 06200 for additional information concerning wood door installation requirements.
 - B. After installation, touch up and repair all scratched or damaged primed surfaces, using primer identical top shop coat used. Remove all evidence of paint runs, paint scale, or other imperfections.
 - C. Coordinate installation of glazing.
 - D. See Section 09900 for field painting of doors and frames.
- 3.03. SCHEDULE FOR EXISTING CONSTRUCTION:
- A. Field verify all existing frame openings for fabrication and fit of all new doors. The Contractor shall be responsible to size new doors properly for fit into existing frames.

END OF SECTION - 08100

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Automatic operators.
 - 3. Cylinders specified for doors in other sections. C.

Related Sections:

- 1. Division 08 Section “Door Hardware Schedule”.
 - 2. Division 08 Section “Hollow Metal Doors and Frames”.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. UL/ULC and CSA C22.2 – Standards for Automatic Door Operators Used on Fire and Smoke Barrier Doors and Systems of Doors.
 - 8. Michigan Building Code 2012, Local Amendments.
 - E. Standards: All hardware specified herein shall comply with the following industry standards:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series
 - 2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified installer of Windstorm assemblies.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

- E. Informational Submittals:
 - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.

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3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures

H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

- B. Door Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Twenty five years for manual surface door closer bodies.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

- C. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- D. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
 - 1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
 - 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
 - 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
 - 4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
 - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
 - 5. Acceptable Manufacturers:
 - a. McKinney Products (MK).

2.3 DOOR OPERATING TRIM

- A. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
1. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
 2. Acceptable Manufacturers:
 - a. Rockwood Manufacturing (RO).

2.4 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
 2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
 3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
 4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
 5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
 6. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
 7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.

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8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets. B.

Conventional Push Rail Exit Devices (Commercial Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Mounting rails and push rail assembly to be formed from high grade, non-ferrous, architectural steel materials. Provide heavy duty, one-piece chassis covers matching the material and finish of the mounting and push rails, and steel latchbolts incorporating a deadlocking feature. Exit devices and trims to be available in standard architectural finishes.

1. Acceptable Manufacturers:
 - a. Yale Locks and Hardware (YA) - 2150 Series.

C. Tube Steel Removable Mullions: ANSI/BHMA A156.3 removable steel mullions with malleable-iron top and bottom retainers and a primed paint finish.

1. Provide keyed removable feature where specified in the Hardware Sets.
2. Provide stabilizers and mounting brackets as required.
3. Provide electrical quick connection wiring options as specified in the hardware sets.
4. Acceptable Manufacturers:
 - a. Yale Locks and Hardware (YA) - M200 Series.

2.5 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.
4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use.

Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 - a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.
 - b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.
 - c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
 - d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt and security type fasteners as specified in the door Hardware Sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
1. Acceptable Manufacturers:
 - a. Norton Door Controls (NO) - 7500 Series.
 - b. Yale Locks and Hardware (YA) - 4400 Series.

2.7 SURFACE MOUNTED CLOSER HOLDERS

- A. Electromagnetic Door Holders: Certified ANSI A156.15 electromagnetic door holder/releases with a minimum 20 to 40 pounds holding power and single coil construction able to accommodate 12VDC, 24VAC, 24VDC and 120VAC. Coils to be independently wound, employing an integral fuse and armatures to include a positive release button.
1. Acceptable Manufacturers:
 - a. Rixson (RF) - 980/990 Series.

2.8 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Acceptable Manufacturers:
 - 1. Pemko Manufacturing (PE).

2.9 ELECTRONIC ACCESSORIES

- A. Power Supplies: Provide Nationally Recognized Testing Laboratory Listed 12VDC or 24VDC (field selectable) filtered and regulated power supplies. Include battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.
 - 1. Acceptable Manufacturers:
 - a. Securitron (SU) - BPS Series.

2.10 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.11 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series. B.
Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

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3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

- B. Manufacturer's Abbreviations:

1. MK - McKinney
2. YA - Yale
4. RO - Rockwood
5. NO - Norton
6. RF - Rixson
7. PE - Pemko
8. SU - Securitron

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Hardware Schedule

Set: 1.0

Doors: Entry Door D

6 Hinge	TA2314 x NRP 4-1/2" x 4-1/2"	US10BE	MK
1 Removable Mullion	KRM200 7'	600	YA
1 Rim Exit Device	2150 121NL	691	YA
1 Rim Exit Device	2150 EO	691	YA
1 Keyed Cylinder	- Reuse Owner's existing rim cylinder. Replace tail piece as necessary		00
1 Mortise Cylinder	- to match Owner's existing key system		00
2 Door Pull	131 Mtg-Type 2	US10BE	RO
1 Door Operator	6060 D	691	NO
2 Kick Plate	K1050 10" high 4BE CSK	US10BE	RO
1 Threshold	279x224DFGT		PE
1 Weatherstrip	2891DPK TKSP8		PE
2 Door Bottom	222DPK TKSP8		PE
1 Astragal	S772C 7' - between meeting door edges		PE

Re-use existing door operator for this leaf.

Notes: - Install weatherstrip prior to installation of door closer and exit devices
- Re-use existing ADA operator actuator switches.

Key outside retracts latch bolt of exit device. Hex key inside controls dogging of latch bolt for push / pull operation.

Set: 2.0

Doors: North Service Door B, West Door A

3 Hinge	TA2314 x NRP 4-1/2" x 4-1/2"	US10BE	MK
1 Rim Exit Device	2150 121NL	691	YA
1 Keyed Cylinder	- Reuse Owner's existing rim cylinder. Replace tail piece as necessary		00
1 Door Pull	131 Mtg-Type 2	US10BE	RO
1 Door Closer	CPS7500	691	NO
1 Kick Plate	K1050 10" high 4BE CSK	US10BE	RO

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1 Threshold	279x224DFGT	PE
1 Weatherstrip	2891DPK TKSP8	PE
1 Door Bottom	222DPK TKSP8	PE

Notes: Key outside retracts latch bolt of exit device. Hex key inside controls dogging of latch bolt for push / pull operation.

Install weatherstrip prior to installation of exit device strike (template cylinder hole for exit device accordingly) and door closer.

Set: 3.0

Doors: East Door C

3 Hinge	TA2314 x NRP 4-1/2" x 4-1/2"	US10BE	MK
1 Rim Exit Device	2150 EO	691	YA
1 Door Closer	CPS7500	691	NO
1 Kick Plate	K1050 10" high 4BE CSK	US10BE	RO
1 Threshold	279x224DFGT		PE
1 Weatherstrip	2891DPK TKSP8		PE
1 Door Bottom	222DPK TKSP8		PE

Notes: Exit only.

Install weatherstrip prior to installation of exit device strike and door closer.

END OF SECTION 087100

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.01 **WORK INCLUDED:**

- A. General: The terms "**finishing**", "**paint**" or "**painting**" as used in the Drawings and this Section are general terms which shall include surface preparations required for the application of all finishes noted herein, and the installation/application of fillers, sealers, primers, stains, paints, varnishes and/or other surface materials.
- B. Preparation of all surfaces and materials to receive finish.
- C. Staining and finishing of all surfaces as noted on the Documents.
- D. All exterior exposed and/or unfinished items (not pre-finished by the manufacturer) and surfaces throughout the project, including, but not limited to the following:
 - 1. All hollow metal frames and doors - typical
 - 2. Finishing of all exposed woodwork not factory pre-finished

1.02 **COLOR SCHEDULES AND SAMPLE FINISHES:**

- A. See Color Coordination, below.
- B. After the beginning of construction (see 'Color Coordination' paragraph, below), the architect will prepare a color schedule for color and finish requirements for each painted or finished surface for this project. **The schedule may include color chips for matching.**
- C. Notify the Architect prior to mobilizing for painting so samples of colors and/or finishes may be requested.
- D. When requested by the architect, before paint materials are delivered to the jobsite, furnish 12" x 12" samples of colors and/or **finishes** applied on materials similar to those to which paint will be applied on the project. After 12"x12" samples have been approved by the Architect/Owner and -
 - 1. Before beginning work, the painting contractor shall apply a sample area of each of the types of finish on each type of surface for the architect's review. Sample area shall be approximately 6' x 6', with each successive coat covering an area 12" smaller than the coat before it, allowing the architect to inspect a minimum 12" strip of successive coats.
- E. The Architect has the option of accenting certain building elements different colors. This information will be included in the final Color Schedule.

1.03 **ATTIC STOCK:**

- A. Leave on premises, one unopened gallon of each color of each type of paint or finish used.
- B. Containers to be unopened after preparation at the factory, tightly sealed, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.

1.04 **DELIVERY, STORAGE AND HANDLING:**

- A. Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees F. in a well-ventilated area.
- C. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.05 **SUBMITTALS:**

- A. Within thirty (30) days after an award of bid, the painting contractor shall submit a statement to the architect indicating both the manufacturer of paint or finish products to be used on the job, and the specific brand name for each usage specified.
- B. The architect reserves the right to request and receive copies of invoices for material purchased for this project from the various manufacturers and/or dealers.

- C. The painting contractor shall provide the architect with (2) complete and current color decks from the select manufacturer to select colors from. One color deck will be retained by the Architect.

1.06 MIXING, THINNING, AND STORAGE:

- A. Store and mix paints only in areas designated and provided with proper protection for floors and walls.
- B. Mix and thin paints in strict accordance with Manufacturer's recommendations.
- C. Deliver and store paints and related flammable materials in the Manufacturer's original unopened containers, as far as practicable. Keep partially used materials in tightly closed containers.
- D. Do not store oil or paint soaked rags inside the building. Do not store materials in any room containing a direct fired heating unit.

1.07 ENVIRONMENTAL CONDITIONS:

- A. A minimum interior temperature of 65 degree F shall be maintained during the actual application and drying of the paint and until occupancy of the building occurs. Adequate ventilation shall be maintained at all times to control excessive humidity that will adversely affect the curing of coatings. The general contractor is solely responsible for maintaining suitable temperatures and ventilation.
- B. No exterior painting shall be undertaken if air or surface temperatures are below 50 degree F, or if the temperature is expected to drop below that mark before the coating has dried. Do not paint during or immediately after foggy, rainy, or frosty weather, or until frost, dew or condensation has evaporated. Ambient air temperature and surface temperature must be minimum 5 degree F above dew point.
- C. Surfaces shall be dry before any coating is applied. New plaster, masonry and concrete work shall not be primed until it has been determined these substrates have dried sufficiently and are of suitable Ph to safely accept paint. A reliable electronic moisture meter shall be used to make the determination pertaining to moisture.
- D. Adequate lighting shall be provided in work areas to assure adequate illumination. See Division 1, for temporary electric requirements.
- E. Do not commence work in spaces until all other trades other than finish work trades have completed their work within the space.

1.08 PROTECTION:

- A. Close off the various spaces while painting and exclude dust until finish is dry.
- B. Adequately protect adjacent surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- C. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation area.
- D. Place cotton waste, cloths and materials that may constitute a fire hazard in closed metal containers and remove daily from site.
- E. Remove electrical plates, surface hardware, fittings and fastenings, prior to painting operations. These items are to be carefully stored, cleaned and replaced on completion of work in each area. When cleaning hardware, do not use solvent that may remove permanent lacquer finish.

1.09 QUALITY ASSURANCE:

- A. General: Work shall be performed by tradesmen with at least (5) five years experience with similar types of preparation and application as required by this Project.
- B. Refinishing and/or refurbishing woodwork: Work shall be performed by tradesmen with at least (5) five years experience, and who are capable of evaluating wood surfaces, stripping, fine sanding, and refinishing hardwood and softwood surfaces.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. All **paint** (opaque coatings) materials shall be products of:
 - 1. Benjamin Moore
 - 2. Sherwin-Williams
 - 3. Pratt & Lambert
 - 4. ICI Dulux
 - 5. Devco Paint
 - 6. Pittsburgh Paint Company
 - 7. Substitutions shall not be made without the architect's prior approval.
- B. All **stains** (pigmented coatings) materials shall be products of:
 - 1. Flood Products
 - 2. Valspar Co. - Cabot stains
 - 3. PPG Architectural Finishes – Olympic stains
 - 4. Wolman Wood Care Products
 - 5. Minwax Co.
 - 6. Old Masters Craftsman Stains
 - 7. or approved equal
- C. All **sealers/translucent top-coats** (translucent coatings) shall be products of:
 - 1. Flood Products
 - 2. Valspar Co. - Cabot stains
 - 3. Wolman Wood Care Products
 - 4. or approved equal
- D. All materials used on the job shall be the manufacturer's highest quality product for each usage specified. **The contractor shall provide the most current product for the application noted, and/or the product replacement when products noted have been discontinued.**

2.02 MATERIAL COORDINATION:

- A. Furnish specified Manufacturer's top quality, first line material, delivered to the job-site in original, unopened, labeled containers.
- B. Acceptance of materials is conditional upon demonstration of washability and abrasion resistance of specified test patch.
- C. Tinted primer shall be used whenever deep tone colors are specified.
- D. All primers/first-coats shall be compatible with final top-coats.
 - 1. 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.

2.03 PRODUCTS:

- A. The following requirements are for material and specific applications noted below. **Should one or more of the specified products no longer be produced by the manufacturer (due to a change in product line, for example), the Contractor shall use another similar product from the same manufacturer(s) providing the product and warrant is substantively similar to the specified product and intended for the application noted.**
- B. **Exterior Finishes:**
 - 1. Ferrous Metals (doors):
 - a. First Coat: (if flash rusting occurs, use two coats)
 - 1) Benjamin Moore MO4 Acrylic Metal Primer
 - 2) PPG Industries 90-708 Series, Pitt-Tech One-Pack Interior/Exterior Industrial Primer.
 - 3) Pratt & Lambert Latex Suprime 3

- 4) Sherwin-Williams DTM Acrylic Primer Finish B66W1
- b. Second and Third Coats:
 - 1) Benjamin Moore Moorcraft Latex House and Trim Paint 170 except railings, which shall be Impervex Enamel 309
 - 2) PPG Industries 6-2000 Series, Speedhide Exterior Satin Latex except railings, which shall receive 90-474 Series, Pitt-Tech One-Pack Interior/Exterior Satin High Performance Industrial Enamel
 - 3) Pratt & Lambert Pro Hide + Satin Latex H.P.
 - 4) Sherwin-Williams DTM Acrylic Gloss Coating (Water Reducible), B66 Series
2. Natural (stain) Finish Wood (not previously finished) for soft and hard woods:
 - a. Pre-Finish Step
 - 1) Apply a "mill finish remover" similar to WOLMAN Deck & Fence Brightener
 - 2) Use steady, hard stream of water or wide-angled power wash to remove brightener.
 - b. First Step (Stain as needed to achieve color selected by Architect. Apply per manufacturer's instructions)
 - 1) Benjamin Moore Exterior Wood Penetrating Stain
 - 2) Flood's SWF Semi-Transparent or solid color wood finish.
 - 3) Wolman DuraStain® Semi-Transparent or solid color stain
 - 4) Cabot's solid color decking stain. Oil-based stain and sealer
 - 5) Olympic Maximum Semi-Transparent or solid color stain/sealer.
 - 6) Or equal

C. Interior Finishes:

1. Hollow metal doors and trim:
 - a. First Coat:
 - 1) Benjamin Moore MO4 Acrylic Metal Primer
 - 2) Pittsburgh Paints 90-708 Series Pitt-Tech One-Pack Interior/Exterior Industrial Primer
 - 3) Pratt & Lambert Latex Suprime 3
 - 4) Sherwin-Williams DTM Acrylic Primer/Finish, B66W1
 - b. Second and Third Coats:
 - 1) Benjamin Moore Moorcraft Latex Eggshell Enamel 274
 - 2) Pittsburgh Paints Speedhide Latex Eggshell 6-411 (for deep tone colors use Manor Hall Interior Eggshell 89-587)
 - 3) Pratt & Lambert Pro Hide + Latex Eggshell Enamel
 - 4) Sherwin-Williams Pro-Mar 200 Latex Eg-Shell Enamel, B20W200

PART 3 - EXECUTION

3.01 GENERAL:

- A. The painting contractor shall be wholly responsible for the quality of the work and is not to commence any part of it until each surface is in proper condition. All surfaces are to be clean. If for any reason the surface cannot be cleaned, this condition shall be promptly reported to the General Contractor and the Architect prior to commencing with the work.
 1. Surfaces shall be properly prepared, dry, and free of any foreign materials such as dirt, dust, oil, grease, rust, scale, mildew, algae, mold, effervescence, release agents, etc., which will adversely affect adhesion or appearance of applied coating.
- B. Examine each surface scheduled to be painted or finished prior to commencing with the work. Report any condition that may potentially affect proper application. **Application of first coat constitutes acceptance of surface as being in fit condition to receive paint.**
- C. To prevent contamination of the substrate, apply the prime coat to each surface as soon as possible after surface preparation has been completed.

- D. Test shop applied primer for compatibility with subsequent cover materials. Report adverse conditions, if any, to the Architect prior to continuing with the work.
- E. The Architect may take samples of materials used on the project for testing purposes. Shall samples not match manufacturer's product specifications, no credit will be given for work covered with the questionable material and any cost of test shall be borne by the painting contractor.
- F. Test moisture content of each surface using a properly calibrated electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Plaster and Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Wood: 15 percent, measured in accordance with ASTM D2016.
 - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D2016.
 - 5. Concrete Floors: 8 percent.
- G. Do not apply paints when the temperature of or on the substrate or the temperature of the air in the vicinity of the painting work is below 45 degrees or above 95 degrees Fahrenheit. Application shall proceed only when relative humidity is between 20 and 80 percent. Exterior and interior latex paints shall not be applied below 50 degrees Fahrenheit unless so authorized in writing by the manufacturer. Epoxy paints and other sophisticated coating shall not be applied below 50 degrees Fahrenheit unless otherwise noted on the manufacturer's printed instructions.
- H. Test Ph of plaster, masonry, and concrete surfaces. Neutralize where required.
- I. Remove electrical plates, hardware, light fixture trim, escutcheons, and other miscellaneous fittings prior to preparing surfaces for painting or finishing. Masking will not be accepted.
- J. Correct surface defects and clean surfaces which affect work of this section. Remove existing coatings that exhibit loose surface defects.
- K. Seal all marks that may bleed through surface finishes with appropriate stain-stopping coating.
- L. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry. Follow manufacturer's recommendations for final preparation.

3.02 PREPARATION OF VARIOUS NEW SURFACES (NOT PREVIOUSLY FINISHED):

- A. For all surfaces and conditions:
 - 1. Remove all cover plates, hardware and fixtures prior finishing
 - 2. Clean all substrates of nubs, dust and oils that could affect finish
 - 3. Refer to Section 09250 for additional information as to the requirements of gypsum board surface prep prior to finishing.
- B. New exterior wood:
 - 1. Scrape any sap drippings from (exterior) wood.
 - 2. Sand or otherwise remove any trade stamps, burn labels or other markings from the wood to receive a clear or transparent finish.
 - 3. All surfaces must be free of sanding dust, and shall be thoroughly dry.
 - 4. Staining and sealing preparation:
 - a. Apply a "mill finish remover" to allow the wood to receive the finish coat.
 - b. Let the wood completely dry prior to any final finishing.
 - c. Apply the stain/sealer according to manufacturer's instructions. Coordinate with the Architect for exact color or density of stain application with appropriate samples.
 - d. Finish with finish coat(s) as required by the Documents.
 - 5. Opaque finish preparation:
 - a. Spot prime defects, knots or sap wells if the final coating is opaque.
 - b. Apply a primer coat to all surfaces. **Siding or other woods forming an exterior surface exposed to the weather shall be thoroughly back-primed prior to initial installation.**
 - c. Apply finish coat(s) as directed by these Documents or Schedules.

- d. Sand between coats if directed.
- C. Doors – metal and wood:
 1. Sand all edges of wood door smooth. Remove any burrs or welding droppings from metal door panels prior to finishing.
 2. Finish all edges, including tops and bottoms of wood and metal doors same as faces.
 3. Seal top and bottom edges with two coats of zinc-rich primer for all metal doors scheduled to be painted.

3.03 CLEANING AND REFURBISHING OF EXISTING WOODWORK

- A. Interior Wood to Receive Transparent (Natural) Finish:
 1. Care shall be taken so that the existing surfaces are evaluated and prepared individually so that there is uniformity in the finished product. Any conditions that conflict with these intents shall be brought to the attention of the Architect prior to modifications.
 2. All Existing Wood to Remain: Stained and varnished interior wood - all surfaces must be thoroughly clean and dry. The entire surface shall be worked with a refinisher/solvent that will remove existing top coat finish. Solvent shall be safe for all wood and contains no silicones that are harmful to finishes or MEK's harmful to the environment or people. After cleaning, repair gouges, etc. to match the color and sheen. Any dryness in the wood will be restored and sealed before the entire surface is recoated with satin, oil-based polyurethane. There will be some natural aging look to these doors that is preferred.
 3. Coordinate with the Architect for any discrepancies or issues with matching colors and finishes.
- B. Exterior Wood to Receive Transparent (Natural) Finish:
 1. Refer to requirements for Interior Wood to receive transparent finish.

3.04 APPLICATION AND FINISHING REQUIREMENTS

- A. The number of coats scheduled are minimums. Provide paint finishes free from cloudy or mottled surfaces and with complete coverage of even, uniform color. Spot prime or undercoat as necessary for complete coverage.
- B. Apply paints and finishes in the order scheduled, unless otherwise directed. Where more than one coat of paint is scheduled, tint undercoats to approximately the same color as the finish coat, but vary the shade of succeeding coats for identification.
- C. After completion of work, do all necessary touching up of all the Painting and Finishing and leave the work in perfect condition.
- D. Additional coats will be required where finished work is not in complete compliance with all requirements of these specifications, or if complete coverage is not accomplished in the specified number of coats.
- E. All painting materials and installation procedures shall comply with all Federal Regulations.
- F. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the owner.

3.05 WORKMANSHIP

- A. All painting and finishing work shall be done by thoroughly experienced, skilled, competent mechanics and smoothly flowed on without runs, sags, streaks, wrinkles, shiners, or bush marks. Apply proprietary paint products in strict accordance with manufacturer's instructions.
- B. Except where specifically authorized by the Architect, apply flat or eggshell wall paint by brush or roller; apply gloss or semi-gloss with brush only.
- C. Sanding: In addition to preparatory sanding, fins sand between succeeding coats of all varnish enamel or flat enamel, using sandpaper appropriate to the finish. Use fine production paper between coats.
- D. Execute all painting and finishing work strictly as per approved color and finish samples. Commencing work before obtaining said approvals is at the contractor's risk.

- E. Comply with manufacturer's printed directions on labels of all product containers. Primer and finish coats shall be products of the same manufacturer.
- F. Enamel finish applied to metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even surface. All undercoats of paint or enamel to be off shade from other coats such that one coat can be clearly identified from the next.
- G. Do all necessary puttying of nail holes, cracks and similar conditions, after first coat, with putty of color matching finish. Bring putty flush with adjoining surfaces.
- H. The architect reserves the right to inspect each coat of paint or other finish before application of succeeding coat or else no credit for said coat will be given and the painting contractor automatically assumes responsibility for recoating work in question. Notify architect when each coat is ready for inspection.
- I. Paint all walls and/or framing members behind grilles and at reveals, which will be visible from occupied areas. Paint shall be flat black.
- J. Replace hardware after completion as originally installed.

3.06 CLEANING:

- A. At conclusion of work and/or when directed, examine all painting and finishing work. Clean paint spots off glass, plaster, metal, fabric wall coverings, wood and other surfaces. Clean and repair paint finish where dark spots, fingerprints, and similar imperfections appear. Said retouching shall exactly match surrounding surfaces. Refinish entire surface in question in order to attain this result if necessary. Leave all painting and finishing in perfect condition.
- B. During progress of the work keep premises free from accumulations of tools, equipment, surplus materials and debris. At completion of work leave premises neat and clean.

3.07 SCHEDULE - EXTERIOR SURFACES

- A. Wood (architectural grade) – Semi-transparent:
 - 1. One to two coats of semi-transparent, exterior stain as required to fulfill the Contract with respect to Alternates.

3.08 SCHEDULE - INTERIOR SURFACES

- A. Hollow metal frames and similar trim:
 - 1. One coat of latex-based primer/sealer
 - 2. Two coats of latex enamel paint – eggshell or semi-gloss

END OF SECTION
09900

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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 \$12.81/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 \$14.30/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 (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

 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

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

\$12.81 per hour

If the employer provides health
care benefits*

\$14.30 per hour

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

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

ENFORCEMENT

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

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

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

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

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



Vendor Conflict of Interest Disclosure Form

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

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

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

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

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

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

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

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

PROCUREMENT USE ONLY

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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