

INVITATION TO BID

ITB # 4270

HANGAR PAINTING PROJECT ANN ARBOR MUNICIPAL AIRPORT



Due Date: February 28, 2013 by 10:30 AM

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48107

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR
HANGAR PAINTING PROJECT
ANN ARBOR MUNICIPAL AIRPORT
ITB # 4270

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Thursday, February 28, 2013 by 10:30 AM for the Hangar Painting Project at the Ann Arbor Municipal Airport. Bids will be publicly opened and read aloud at this time.

Work includes the cleaning, preparation and painting of two metal aircraft hangars at the Ann Arbor Municipal Airport.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org.

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.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days.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.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6576

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the Hangar Painting Project at the Ann Arbor Municipal Airport to be configured as specified in this document. Any Bid which does not conform fully to these instructions may be rejected.

Pre-Bid Conference

A pre-bid conference for this project will be held on Friday, February 15, 2013 at 10:00 a.m. in the terminal building meeting room located at 801 Airport Drive, Ann Arbor, MI 48108.

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

Preparation of Bids

Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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 "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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 Thursday, February 21, 2013 by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to Matthew Kulhanek, Fleet & Facilities Manager at mjkulhanek@a2gov.org.

Bid Process and HR Compliance questions emailed to Karen Lancaster, Procurement Officer at: Klancaster@a2gov.org.

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 February 28, 2013 at 10:30 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 one (1) Bid copy in a sealed envelope clearly marked: **ITB 4270 – HANGAR PAINTING PROJECT.**

Bids must be addressed and delivered to:

City of Ann Arbor
Karen Lancaster
Finance Unit, 5th 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.

Bids should be date/time stamped/signed 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. 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 will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the “Alternate” section of Bid form.

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 considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. 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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 60 days.

General Terms

Insurance

The Vendor has ten (10) days after award notice to provide the City with their insurance documentation. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by Michigan Law.
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
3. Motor Vehicle Liability, including Michigan No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

Certificates showing the Contractor has the required insurance shall be filed with the Procurement Division before any services are performed. Certificates shall provide not less than 30 days prior written notice to the Administering Department cancellation, non-renewal, reduction in the amount of insurance or material change of terms of the policy. The certificate for the insurance shall name the City as an additional insured party and provide for notice to the Administering Department during the term of this contract for any action taken in accordance with this provision. If any of the above coverage expires by their terms during the term of this Contract, the Contractor shall deliver renewal certificates and/or policies to the Administering department at least ten days prior to the expiration date. The insurer must be satisfactory to the City attorney.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

Human Rights Compliance

A. Compliance Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this Proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this Proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

1. Non-Discrimination by City Contractor(s)

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure 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 race, national origin or sex. See Form in Appendix C.

2. Living Wage

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. See Form in Appendix D.

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

All information in a submitter’s bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the “Freedom of Information Act”. This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

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 vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

Vendor's Responsibility

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

Errors, Omissions, Discrepancies

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Karen Lancaster, at Klancaster@a2gov.org as soon 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.

Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, 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.

Failure To Fulfill Guarantee

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "specifications."

Inspection

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer.

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.

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.

Termination for Cause

In the event the Vendor fails, at any time, to comply with, fully perform strictly adhere to any covenant, condition or representation contained within the Contract, all requirements contained within the ITB and the Vendor's Proposal, whether it be performed by the Vendor, its agents, or employees, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of receipt of such notice the City shall have the right to terminate immediately without the requirement of a further notice.

Termination for Convenience

Notwithstanding the above, the City, on at least thirty (30) days advance notice to the Vendor, may terminate the contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for services actually performed under the Contract before the termination date.

Termination for Non Appropriations

In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to City thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

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, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying trucks similar to the vehicles specified.

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.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to supply vehicles following the specification included herein for the amounts set forth in the Bid Forms.

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.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS _____ DAY OF _____, 2013.

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 two.)

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.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____.

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

DETAILED SPECIFICATIONS

Painting

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Ann Arbor Municipal Airport is located at 801 Airport Drive, Ann Arbor, MI, 48108. The aircraft hangars that will require exterior painting are Hangars A & B. Hangars A & B are each approximately 8,500 square feet of exterior surface in size (310' L x 34' W x 12' H plus peaks).
- B. Contractor will be responsible for all surface cleaning, surface preparations, and painting to all metal surfaces.
- C. All materials to be Sherwin-Williams brand.
- D. Hangar painting will consist of two colors, the Contractor will supply paint charts for color selection by Owner.
- E. The entire work shall be completed within 30 consecutive calendar days from the issuance of the Notice to Proceed by the City. Failure to do so may result in a termination of this agreement.
- F. 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 \$50 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.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the Hangar Painting Project including all accessories as specified herein, in accordance with the Manufacturer's recommendation for application.
- B. The Contractor shall be fully knowledgeable of all requirements of the contract and shall make themselves aware of all jobsite conditions that will affect their work.
- C. The Contractor shall confirm all given information and advise the Owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Contractor is to perform work Monday through Friday during the normal business hours of 8:00 am to 5:00 pm. Other days or hours of work may be available given the advance approval of the Project Supervisor.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the jobsite in the Manufacturer's original, unopened containers or wrappings with the Manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.

- B. Comply with all the Manufacturer's written instructions for proper material storage.
- C. All materials shall be stored off the ground and protected from water damage.
- D. Store paint and materials containing solvents in properly marked original containers with MSDS sheets in dry, well-ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- E. Contaminated, damaged, or unsealed materials or materials not conforming to the specified requirements shall not be used in the installation. Rejected containers shall be immediately removed from the jobsite and replaced at no additional cost to the Owner.

1.04 USE OF PREMISES

- A. The work will be completed in an active airport environment. Taxilanes or other aircraft access areas should not be blocked by the Contractor, materials or work. All personnel under the direction of the Contractor, including material delivery personnel, will be provided with security and access instruction by the Airport Management and must comply with these regulations. The Contractor shall not allow personnel access to the work site if they have not received instruction from the Airport Management. Failure to comply with these instructions will result in removal of personnel from the work site and may result in termination of the contract.
- B. Contractor is responsible for the protection of their own materials, equipment, tools, and personal belongings while on the premises.
- C. Contractor shall provide their own covered rubbish container and ensure that the container is emptied on a timely basis.

1.05 JOB CONDITIONS (CAUTIONS AND WARNINGS)

- A. Uncontrolled debris is a significant hazard to aircraft. Any damage caused by uncontrolled debris will be the full responsibility of the Contractor. The Contractor shall insure that all debris is properly disposed of and controlled in the vicinity of the immediate work area.
- B. Airport Management will work airport tenants to relocate or cover aircraft in the hangar being worked on. The Contractor shall be responsible to cover and protect any equipment or other materials left in the hangar from their work processes.
- C. Surfaces should be protected from abuse until completely painted and cured.
- D. Application of paint with spray equipment may require some masking and possible erection of wind screens to prevent over-spray and drift damage. Protect surfaces of unrelated areas from paint and over-spray possibility.
- E. The airport will remain in operation during the renovation with only one hangar building out of service at a time. The Contractor is expected to include any costs related to sequencing in their bid.

1.06 MANAGEMENT OF WORK

- A. Contractor shall supervise and direct the work, using the Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; and shall coordinate all portions of the work under the Agreement subject to the overall coordination of Owner.
- B. Contractor shall be responsible for the acts and omissions of the Contractor's employees and agents, subcontractors and their agents and employees, and any other persons performing any of the work for the benefit of the Contractor.
- C. Contractor shall at all times enforce strict discipline and good order among the employees and shall not employ any unfit person or anyone not skilled in the task assigned them.
- D. Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- E. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance during the progress of the work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case. The superintendent shall be acceptable by Owner. No changes may be made without prior approval of Owner.
- F. Contractor shall confine operations on the premises to areas designated by Owner and permitted by law, ordinances, permits and the contract documents, and shall not unreasonably encumber the premises with any materials or equipment. The Contractor shall coordinate all of the subcontractor's operations with, and secure approval from Owner before using any portion of the premises.
- G. Where material is specified to be furnished by others or furnished and delivered only, the Contractor installing the material shall be responsible for scheduling the delivery, receiving, unloading, storing, handling, relocating, hoisting, distributing, laying out, and installing. Upon receipt by the Contractor installing the material, risk of loss and damage shall be borne by that Contractor.

1.07 SAFETY

- A. Contractor must provide Owner with all Material Safety Data Sheets (MSDS), and keep a copy of MSDS on location at all times during the transportation, storage and application of materials.
- B. Contractor shall follow all facility safety and security rules with regard to proper identification of workers, fire alarms, smoking in designated areas, and signing in and out as may be required.
- C. Maintain safe and clean work environment for all staff, visitor and general public.

- D. Contractor at no time shall leave any tools, equipment, or materials unsupervised and accessible to the tenants and general public. This shall include all breaks, meal periods, and end of day stopping of work.
- E. Work area to be posted with wet paint signage and men working signs.

1.08 QUALITY ASSURANCE

- A. Qualifications of Contractor
 - 1. The Contractor shall have a minimum of five (5) years of commercial painting experience.
 - 2. The Contractor shall provide a minimum of five (5) recent project references, including contact names and telephone numbers.
- B. No deviation from this specification will be accepted without prior written approval of the Owner.

1.09 GUARANTEE

The Contractor shall furnish the following written guarantee: the Contractor guarantees to the Owner that he will be responsible for any faulty materials, equipment and workmanship and that he will remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance. When guarantee or warranty for longer terms are written into any of the sections of the specifications, such longer terms shall apply.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All components of the painting project shall be Sherwin-Williams.
- B. The surfaces to be painted are already pre-painted metal surfaces.
- C. The Owner reserves the right to change the finishes within the range of gloss or semi-gloss without additional cost to the Owner.
- D. Paint shall not be badly settled, caked, or thickened in the container, it shall be readily dispersed with a paddle to a smooth consistency and shall have excellent application properties.
- E. Paint shall arrive on job, color mixed and ready for use.

2.02 MATERIALS

- A. Sherwin-Williams DTM Acrylic Coating for all surfaces.
- B. Sherwin-Williams DTM Primer Finish, Ultra Deep Base for all areas that need primer.
- C. Hangar painting will consist of two colors, the Contractor will supply paint charts for color selection by Owner.
- D. Brushes and rollers will be used in accordance with the Manufacturer's recommendations for the type of material being applied.
- E. Review Product Data Information and Application Bulletins for additional

information and detailed instruction on each product.

- F. Related Materials - Caulks, thinners, primers and products of a similar nature shall be compatible to the paint Manufacturer and approved prior to use. All accepted materials should be applied in accordance with its Manufacturer's specification and recommendations.

PART 3 – EXECUTION

3.01 SURFACE INSPECTION

- A. Examine the areas and conditions where paint is to be applied and notify the Owner of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of work.
- B. It shall be the Contractor's responsibility to ascertain quantities of materials required to complete the Project.
- C. Surfaces shall be clean, dry and structurally sound, stable and well secured.
- D. Inspect the surfaces for loose fasteners and tighten or replace as necessary.

3.02 GENERAL WORKMANSHIP

- A. Only skilled painters shall be employed.
- B. The contractor shall protect his work at all times and shall protect all adjacent work and materials by suitable covering or other method during his work. Upon completion of the work, he shall remove all paint from floors, glass and other surfaces.
- C. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items, or provide ample in place protection. Upon completion of each space, carefully replace all removed items by workmen and restore space back to original condition.
- D. Contractor shall remove from premises all rubbish and accumulated materials of whatever nature, not caused by others, and shall leave his or her part of the work in clean, orderly and acceptable condition.
- E. All materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sages, brush marks, air bubbles and excessive roller stipple.

3.03 SURFACE PREPARATION

- A. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and scraping where needed on all surfaces. All surfaces to be painted shall be dry, clean and smooth.
- B. Perform all preparation and cleaning procedures in strict accordance with the paint Manufacturer's instructions.
- C. Program the cleaning and painting so that dust or other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

- D. Scrape off all projections and splatter, and sand smooth on all surfaces.
- E. Rust shall be removed by pressure washing, scraping or by wire brush.
- F. Prime paint all bare metal, corroded or stained surfaces.
- G. Missing or loose fasteners or screws shall be tightened or replaced so that all metal sections are firmly held and all joining sections closed.

3.04 APPLICATION

- A. All surface preparation materials shall be allowed to fully dry and the surface shall be cleaned of all dust, dirt and other contaminants prior to application.
- B. All bare, corroded or stained surfaces shall be primed using a minimum one-coat application of Metal Primer applied per Manufacturer's recommendations.
- C. Contractor shall apply a minimum two coats of Sherwin-Williams DTM Acrylic Coating to all surfaces, including walls, doors (hangar and man) and trim. Coating shall result in a minimum coverage of 5 mils Dry Film Thickness (DFT).
- D. Apply paint as recommended by the Manufacturer's direction. Sprayers, brushes and rollers should be of a type best suited for the material being applied.
- E. Final Evaluation – A detailed evaluation of the completed job will determine the quality of the workmanship and whether strict application specifications have been met. Surfaces must be completely coated. Divide surfaces into 2,000 square feet sections and randomly check one spot in each section for a DFT equal to or greater than the specified minimum DFT. If specifications have not been met, determine how much material will be required to meet specifications and recoat. Check DFT again until specifications have been met.

3.05 CLEAN-UP

- A. Site clean-up is the responsibility of the Contractor.
- B. All debris, containers, materials, equipment, and protection materials must be removed from the premises and properly disposed of. All work and storage areas must be in an undamaged and acceptable condition upon completion of clean-up.
- C. Upon completion of the work covered by the contract, the contractor shall leave the completed project ready for use and occupancy without the need for further cleaning of any kind, and with all work in new condition and in perfect order. Failure to do so and the same shall be removed by the owner at the expense of the Contractor, and he and his surety shall be liable therefore.

BID FORM

Section 1 - Schedule of Prices

Company: _____

Project: **Hangar Painting Project ITB - 4270**

Base Bid

Hangar A and Hangar B – approximately 8,500 sq ft of exterior surface each

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

_____ Dollars (\$_____)

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid 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 Bid 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

APPENDIX A

FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) 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 Director 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 Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. 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 Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

- (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director 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.
- (6) 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) To 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) To 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 minority group members had the affirmative action 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
\$ 10,000 - 24,999	\$ 25.00
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.

APPENDIX B – LIVING WAGE FORMS

**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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

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

CITY OF ANN ARBOR

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 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.

For Additional Information or to File a Complaint Contact:

Karen Lancaster at 734/794-6500 or Klancaster@a2gov.roq.

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

APPENDIX C - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-L
	Male						Female							
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	or Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Level Officials														
Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

PURCHASE ORDER TERMS AND CONDITIONS

1. This order is limited to the terms and conditions specified on the face and reverse of this document and any attachments. Buyer does not agree to any proposed addition, alteration, or deletion by vendor. These terms and conditions can be varied only by a writing signed by buyer. Any failure to return the acknowledgement copy of this order or any other statement or writing of vendor shall not alter, add to, or otherwise affect these terms and conditions.
2. Vendor may not assign this order or delegate any duties.
3. Time is of the essence to delivery and other performance required of vendor. The buyer's Area Administrator soliciting the goods, or his/her designee, may in writing grant additional time for delivery when the buyer is at fault or if he/she is satisfied the delay is beyond the control of the vendor.
4. In case of default of the vendor, the buyer may procure the articles or services from other sources and the vendor will be liable for increased costs or any other damages caused by the default.
5. Quantities specified in the order are not to be exceeded.
6. Unless otherwise specified all containers or reels shall become the property of the buyer.
7. Inspection of delivered goods will be made at the delivery point, materials must be properly packaged. Damaged material will not be accepted.
8. At the vendor's risk and expense, all rejected material, regardless of the reason for rejection, will be returned to the vendor.
9. Pricing is inclusive of applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this purchase order. All prices must be F.O.B. delivery point unless otherwise negotiated by the parties. The vendor shall prepay shipping charges and add same to invoice where specified purchase is negotiated F.O.B. shipping point.
10. Buyer is exempt from the provisions of the Robinson-Patman Act and from Federal Transportation and Excise Taxes and from State Sales Tax.
11. All claims for payment must be submitted in duplicate. Claims for partial deliveries must be so indicated. The buyer retains the right to verify all claims made for payment and reject all non-conforming goods or services within a reasonable period of time after delivery.
12. It is agreed that materials, goods, and services delivered shall comply with all applicable federal, state, or local laws, rules and regulations. All materials and supplies shall meet the requirements of OSHA and MIOSHA.
13. To induce buyer to deliver this purchase order and to consummate the contemplated purchase, vendor makes the following representations and warranties, all of which are material and all of which have been relied upon by buyer: (i) vendor warrants title to all goods sold and services supplied and that goods conform with bid/proposal and descriptions, as well as any drawings, specifications, samples or models furnished by buyer or furnished by vendor and approved by buyer; (ii) vendor agrees, and agrees to require its subcontractors to agree, not to discriminate against any 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 race, color, religion, national origin, age, sex, height, weight or marital status. Vendor also agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity; (iii) vendor agrees to procure and maintain in effect a policy or policies of, workers compensation and general liability insurance and such insurance coverage that may be required in the bid/proposal for the goods or services being provided, that protects itself and buyer from all claims for bodily injuries, death or property damage which may arise from or in connection with any goods supplied or vendor's performance of any activity undertaken in connection with this order; whether the acts were made by vendor or by any subcontractor or anyone employed by them directly or indirectly; (iv) vendor, to the fullest extent permitted by law, shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees arising from or in connection with any goods and services supplied, except to the extent caused by buyer's sole negligence. This indemnity shall survive delivery and acceptance of goods or services.
14. This agreement shall be construed, governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law.