

CITY OF ANN ARBOR
INVITATION TO BID



JUSTICE CENTER PAINTING

ITB No. 4739

Due Date: March 14, 2024 at 11:00 AM (Local Time)

City Administration Area/Fleet & Facilities Area

Issued By:

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

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ATTACHMENTS

- City of Ann Arbor Sample Purchase Agreement*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*
- City of Ann Arbor Prevailing Wage Declaration of Compliance*
- Justice Center Painting Project Floor Plans*

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the painting of offices and supporting spaces on the 2nd and 3rd floors of the Ann Arbor Municipal Center – Justice Center, 301 E. Huron Street, Ann Arbor, MI based on the specifications provided herein. The pricing provided for this ITB shall be firm for the duration of the project.

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

Mandatory Pre-Bid Meeting and Walk Thru

A mandatory pre-bidders meeting and walk thru will be held on **February 23, 2024 at 9:00 a.m.** at the Ann Arbor Municipal Center – City Hall (not the Justice Center), 1st floor south conference room, 301 E. Huron Street, Ann Arbor, MI 48104. The purpose of this meeting is to tour the facility and to answer questions or concerns.

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Services Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in writing. Copies will be posted online at the BidNet.com web site.

An agency may not bring more than two persons to the pre-bid meeting. It is strongly suggested that one of the two people in attendance for an agency be the intended primary contact for the agency if the contract is awarded to that agency. The conference room meeting will be followed by a facility walk thru. Access to the Justice Center will not be made available at any other time.

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 participate in any action contrary to the terms of this provision.

Questions or Clarification / Designated City Contacts

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

All questions shall be due on or before **February 29, 2024 @ 2:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Matthew J. Kulhanek, Fleet & Facilities Manager, mjkulhanek@a2gov.org

Bid Process and Compliance questions emailed to Colin Spencer, 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 Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider 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 **March 14, 2024 at 11:00 a.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4739 – Justice Center Painting.

Bids must be addressed and delivered to:

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

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

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

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8 a.m. to 5 p.m. (except 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 to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to 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.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate 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

The Attachments provided herein outline 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.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

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

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

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be 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.

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 any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

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

Cost Liability

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

Reservation of Rights

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

Type of Contract

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

Environmental Commitment

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

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

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Prevailing Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation 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 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 deliver to the City all product/services herein described 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.

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.

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 _____, 2024.

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** _____, 2024

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

SPECIFICATIONS

SECTION 099100 – PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section describes painting work, generally as follows:
1. Exterior items and surfaces that are new, or indicated on drawings by notes or symbols, or both. In addition, paint items specified in this section to be painted which are not otherwise indicated to be painted.
 2. Interior items and surfaces that are new, or listed on Finish Schedule, or indicated on drawings by notes or symbols, or by any of these methods. In addition, paint items specified in this section to be painted which are not otherwise indicated to be painted.
 3. If a new item or surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. Resolve any conflicts of material colors with the Owner prior to application.
 4. Repair of existing surfaces as specified in this section.
 5. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified in other sections.
- B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
1. Prefinished items include the following factory-finished components:
 - a. Glass and glazing.
 - b. Metal ceilings.
 - c. Rubber base.
 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Duct shafts.
 3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 4. Operating parts include moving parts of operating equipment and the following:
 - a. Coiling doors.
 - b. Exposed door closer arms.
 5. Labels: Do not paint over Underwriters Laboratories Inc. (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 1 for volatile organic compound (VOC) content restrictions.
- B. Division 5 for shop priming structural steel and ferrous metal.

- C. Division 8 for shop priming steel doors and frames.
- D. Division 9 for surface preparation of gypsum board and for industrial paints and coatings of steel.
- E. Painting of mechanical and electrical work is specified in Divisions 21 through 23 and 26 through 28, respectively.

1.3 REFERENCES

- A. MPI: Master Painters Institute

1.4 SUBMITTALS

- A. Product Data: Describe every required paint system.
 - 1. Material List: Provide an inclusive list of surfaces and proposed coating materials, including anticipated minimum dry film thickness of each coat. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification. Include composition of pigment and vehicle, with percentages.
 - 2. Manufacturer's certification that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Submit 8" x 10" drawdowns for review of color and texture only. Resubmit samples as requested until required sheen, color and texture is achieved.
- C. Samples: Provide samples of all paint materials as specified in the Color Schedule article at the end of this section.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the requirements of Section 016116, Volatile Organic Compound (VOC) Content Restrictions.
- B. Reference Standard for Workmanship: MPI.
- C. Show product name on label of containers identical with that used in product data submitted as specified above.
- D. Field Control Samples:
 - 1. Request review of first finished room, space, or item of each color scheme required as a sample of selected colors, finish, texture and workmanship; under illumination equal to that expected at occupancy.
 - 2. For spray or roller application, paint at least 100 sq. ft. of surface.
 - 3. Consider approved samples as the project standard.
- E. The thickness of the dry paint film will be verified at various intervals and locations during the course of the painting work. At each test, several readings will be taken to determine the average mil thickness.
 - 1. An area will be considered deficient where, when compared to the dry film thickness specified by the manufacturer or calculated from the recommended spreading rate, the average of 5 readings is more than 10 percent low or a single reading is more than 30 percent low.

2. Paint will be considered testable after twice the manufacturer's recommended time for recoating or 24 hours, whichever is longer.

F. Apply and reduce materials only as specified or recommended by the manufacturer's printed instructions. Where manufacturer has made additional recommendations apparently in conflict with these specifications, allow for review and approval of additional recommendations before proceeding.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original containers, materials specified by name, manufacturer or standard with labels legible and intact.

B. Store in suitable location as directed, in accordance with label instructions.

C. Do not store paint-soiled rags, waste, etc., on premises, except where stored in metal containers with tight metal covers.

1.7 PROJECT CONDITIONS

A. Comply with paint manufacturer's recommendations concerning environmental conditions under which coatings and coating systems may be applied.

1. Apply paint only when surface and air temperatures are above 50°F.

2. Do not apply exterior paint in rainy weather.

3. Do not apply paint in direct sun or when surface is hot or under other conditions which prevent proper application and drying.

B. Do not apply finish in areas where dust is being generated.

C. Protect work of other trades. Correct painting related damage by cleaning, repairing or replacing and refinishing, as directed.

D. Do not paint any moving parts of operating units, or over any equipment identification, performance rating, name or nomenclature plates or code-required labels.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS OF PAINT MATERIALS

A. Products shall comply with MPI standards indicated and shall be listed in the "MPI Approved Products List."

2.2 MATERIALS

A. See painting schedule at the end of this section.

B. Provide brands and qualities of materials for use on work exactly as specified.

C. Provide products of a single manufacturer for coating systems applied to each type of surface.

- D. Coordination: Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Submit written notification of anticipated problems using specified coatings with substrates primed by others.
- E. Paint Colors:
 - 1. Colors as indicated.
 - 2. Paint area of each color for observation, review and revisions before batch mixing of colors, or shipping large quantities of that color to job. Allow revisions to approved colors and textures after review of initial area of each color.
 - 3. Vary top coats in shade from preceding coat without affecting finish color.
- F. Mixing and Tinting:
 - 1. Job mix or job tint only if approved. Mix only in pails in suitably sized non-ferrous or oxide-resistant metal pans.
 - 2. Strain to remove lumps and specks.
 - 3. Use tinting colors recommended by manufacturer for the specific type of finish.
 - 4. Add non-mercuric fungicidal agent to exterior finishes by manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that spaces are broom clean, with surfaces free of foreign matter.
- B. Moisture Content:
 - 1. Surfaces: Suitably dry and adequately protected from dampness.
 - 2. Follow recommendations of paint manufacturer for allowable moisture for specific type surfaces.
- C. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work as specified. Correct unsatisfactory conditions.
- D. Proceed with surface preparation and coating application only after conditions are suitable.

3.2 SURFACE PREPARATION

- A. Do not apply finishes until surfaces are dry and clean and in proper condition to receive finish.
- B. In addition to painting specified, sand and patch prime coats specified under other sections.
- C. Perform preparation and cleaning procedures in accordance with coating manufacturer's instructions for each substrate condition.
- D. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be finish-painted, or provide surface-applied protection. Reinstall removed items.

- E. Plaster and Wallboard Materials:
 1. Test plaster with one percent solution of phenolphthalein in alcohol for dryness and excess acid. Treat excess lime with zinc sulfate solution after observation.
 2. Rake cracks, scratches and abrasions. Fill with thin layers of patching plaster or joint cement as appropriate.
 3. Sand smooth; do not raise nap of paper on wallboard.
- F. Concrete and Masonry: Fill minor holes to provide uniform texture over surface as approved. Acid etch concrete surfaces receiving oil-based paints and rinse thoroughly.
- G. Ferrous Metal Surfaces:
 1. Remove dirt and grease with mineral spirits.
 2. Remove dust, mill scale, and defective paint down to sound surface using scraper, sandpaper or wire brush as necessary. Clean rusted surfaces down to bare metal.
 3. Feather edges of sound paint by grinding.
 4. Where large areas of bare metal are exposed prime with anti-rust primer recommended for this exposure.
- H. Galvanized Steel and Aluminum Surfaces:
 1. Clean surface with solvent to remove oily residue. Dry with clean cloth.
 2. Prime with anti-rust 2-coat primer system recommended for this exposure.
- I. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 1. Prime wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood.
 2. After priming, fill holes and imperfections in finish surfaces with plastic wood filler. Sand smooth when dried.
- J. For surface preparation of other materials not specifically noted, provide appropriate primers and cleaning agents.

3.3 SURFACE PREPARATION, EXISTING SURFACES

- A. For surfaces damaged during construction, or indicated as being re-painted: Remove existing loose, blistered, scaled or crazed finish to bare base material surface. Where new work joins existing work, prepare existing surfaces extending to the nearest break in the plane. Wash surfaces with TSP and water or other solution as required.
 1. Prevent impaired bond or bleed through by removing accumulated films of wax, oil, grease, smoke or other foreign matter.
 2. After washing, rinse with potable water and let thoroughly dry.
- B. High-Gloss and Semi-Gloss surfaces: Wash and rinse as noted above, then wipe with liquid de-glosser or other acceptable preparation compound.
- C. Existing Painted Concrete (surfaces of existing building exposed at completion of this work):
 1. Remove loose, flaking and blistered paint.
 2. Fill contraction and other cracks with elastomeric sealant, work well into the cracks to prevent further leaks. Wipe off excess material.
 3. Apply latex base filler or suitable prime and fill material to fill "pock marks," air bubbles and other surface irregularities, including those due to paint removal (or sand existing finish to featheredge). Wipe off excess; let dry at least 24 hours before applying specified primer.

- D. Existing Painted Ferrous Metal:
 1. Remove rust and loose paint to bare metal; solvent wash and prime as specified for new work.
 2. Sand rough edges of bare areas to feather edge at adjacent sound paint before priming.
- E. Existing Gypsum Board Walls and Ceilings:
 1. Bring to attention of appropriate trades, in timely manner, broken and disintegrated wallboard or areas with major damage or holes.
 2. Fill cracks and defects with spackle, "Swedish putty" or approved patching plaster; vinyl base spackle may be used at gypsum board. Apply texture as required to match existing adjacent surfaces.
 3. Prime bare, filled and patched surfaces with primer specified.

3.4 APPLICATION

- A. Paint materials may be applied to fields of walls, ceilings and painted doors with rollers or airless spray equipment. Brush-paint other work except as specifically indicated.
 1. Doors:
 - a. Where silk-screened signage is applied to painted doors as specified elsewhere, apply paint to doors with airless spray equipment.
 - b. Lay off other painted doors with roller of acceptable texture after application of paint.
 2. Apply each coat evenly, without brush marks, skipped or missed areas; and without sags, runs or other blemishes.
 3. Where spray application is permitted, spray each coat without streaking, lapping or pile up of paint, and lay off with roller for light stippled surface (except as noted).
- B. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted. Apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.
- C. Apply each material at not less than the manufacturer's recommended spreading rate, to provide a total dry film thickness of not less than 3.0 mils for the coating systems applied under this section.
- D. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.
- E. Observation of Surfaces:
 1. Do not apply additional coats until completed coat has been reviewed and approved.
 2. Only observed coats of paint will be considered in determining number of coats applied.
- F. Paint surfaces behind furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only, wherever possible.
 1. Paint interior surfaces, where visible through registers or grilles, flat, non-specular black.
 2. Paint backsides of access panels, and removable or hinged covers to match exposed surfaces.
- G. Sand lightly between succeeding coats.
- H. Finish door edges, tops and bottoms to match faces.

- I. Refinish whole wall where portion of finish has been damaged or is not acceptable.
- J. Make edges of paint adjoining other materials or colors clean and sharp without overlapping. Exercise care that paint does not lap or splatter onto surfaces scheduled to receive other finishes or which are not to be painted.

3.5 CLEANING

- A. Remove spilled, splashed or spattered paint.
- B. Do not mar surface finish of item being cleaned.
- C. Leave storage space clean and in condition required for equivalent spaces in project.
- D. Produce a satisfactory finish by painting or repainting as directed, surfaces from which paint spatters cannot satisfactorily be removed.

3.6 PAINTING SCHEDULE

- A. Architecturally Exposed Structural Steel:
 - 1. Touch-up primer applied as specified elsewhere.
 - 2. Provide two coats of water based gloss enamel.
 - 3. Water Based Gloss Enamel: As listed in the MPI Approved Products List.
 - 4. Colors: See color schedule.
 - 5. Provide two coats with total dry film thickness not less than 4.0 mils.
- B. Other Exterior Metalwork:
 - 1. Same system as architecturally exposed structural steel, except reduce gloss as directed.
 - 2. Apply to:
 - a. Ladders, gratings, stairs, railings, bollards, and equipment stands.
 - b. Metal doors and frames.
 - c. Rooftop mechanical and electrical items, whether prefinished or not.
 - d. Electrical panels, wireways, and weatherproof electrical outlets.
 - e. Paint other exterior metalwork items; work of this article is not limited to the items listed above.
- C. Exterior Concrete, CMU and Plywood (FRT) Walls and Gypsum Soffits: Apply exterior water or solvent based primer recommended by manufacturer for each substrate, and two coats of water based exterior flat enamel.
 - 1. Primer at Concrete Masonry Units: Block filler recommended by coating manufacturer. Apply at a rate providing complete coverage, with pores filled.
 - 2. Provide products listed in the MPI Approved Products List.
 - 3. Colors and Gloss: See color schedule.
- D. Epoxy Paint: Polyamide type.
 - 1. Apply two coats epoxy finish to surfaces shown in Finish Schedule.
 - a. Apply over block filler at concrete masonry.
 - b. Add "Non-Skid" additive where used on concrete floors (add sand as approved at concrete stairs).
 - 2. Provide polyamide epoxy coatings listed in the MPI Approved Products List.
 - 3. Colors: See color schedule.
 - 4. Block Filler: As recommended by epoxy coating manufacturer. Apply at a rate providing complete coverage, with pores filled.

5. Employ company licensed by manufacturer for application of the process. Prepare surface and apply materials under the direct supervision of and in accordance with the field instructions of the representative of the material manufacturer.
- E. Other Interior Surfaces, including Walls and Ceilings of Concrete, Concrete Masonry Units, Plaster and Veneer Plaster, Glass Fiber Reinforced Gypsum Fabrications and Gypsum Wallboard:
1. First Coat at Concrete Masonry Units: Block filler recommended by coating manufacturer. Apply at a rate providing complete coverage, with pores filled.
 2. First Coat at Other Surfaces: PVA polyvinyl acetate primer.
 3. Second and Third Coats: Water-based eggshell enamel; top coat applied with fine stippling roller.
 4. Provide products listed in the MPI Approved Products List.
 5. Colors and Gloss: See color schedule.
- F. Interior Metalwork:
1. In addition to priming and touch-up, apply two coats of solvent based semi-gloss enamel.
 2. Provide products listed in the MPI Approved Products List.
 3. Third Coat at Flatwork: Match adjoining finish.
 4. Apply to:
 - a. Exposed ductwork and wall grilles: Omit third coat at ductwork. Ductwork in mechanical rooms not painted under this section.
 - b. Exposed piping: Omit third coat.
 - c. Electrical and electronic panels, including metal faces of wall-mounted exit signs.
 - d. Ductwork and piping need not be painted where ceiling is not finished, unless otherwise noted.
 - e. Apply also to other interior metal surfaces not scheduled for other finishes; work of this article is not limited to the items listed above.
 5. Basic Criteria for Painting Interior Metal Items:
 - a. Where suspended ceilings are installed, paint all exposed items below and at the perimeter.
 - b. Where metal ceiling is scheduled, paint exposed items in cavity above ceiling, including sprayed fireproofing.
 - c. At other locations, painting of mechanical and electrical items is not required.
 6. Spray-apply to exposed door closer covers (remove from door first).
 7. Colors and Gloss: See color schedule.
- G. Take special care to keep the items scheduled for "No Finish" clean; finish not required.

3.7 COLOR SCHEDULE

- A. Existing paint is Benjamin Moore, paint sheens are eggshell, and the specific colors are as follows:
- | | | |
|----|------|-----------------|
| 1. | PT-1 | Edgecomb Gray |
| 2. | PT-2 | Super White |
| 3. | PT-3 | Ebb Tide |
| 4. | PT-4 | Nantucket Fog |
| 5. | PT-5 | Sharkskin |
| 6. | PT-6 | Concord Ivory |
| 7. | PT-7 | Eucalyptus Leaf |

END OF SECTION 099100

ROOM FINISH SCHEDULE

Room Number	Description	North	East	South	West
Second Floor					
202	Office	PT-1	PT-2	PT-2	PT-2
203	Office	PT-1	PT-1	PT-1	PT-1
204	Office	PT-1	PT-1	PT-1	PT-1
205	Open Office	PT-3	PT-1	-	PT-1
205A	North Hallway	PT-1	PT-1	PT-3	PT-3
206	Office	PT-2	PT-5	PT-2	PT-2
207	Office	PT-3	PT-2	PT-2	PT-3
208	Office	PT-4	PT-3	PT-3	PT-3
211	Conference Room	PT-2	PT-1	PT-3	PT-1
212	Office	PT-5	PT-3	PT-5	PT-3
220	Men's Toilet	PT-1	PT-1	PT-1	PT-1
221	Women's Toilet	PT-1	PT-1	PT-1	PT-1
226	West Hallway (north)	-	PT-3	PT-1	PT-1
227	Breakroom	PT-1	PT-1	PT-1	PT-1
230	Squad Room	PT-3	PT-1	PT-1	PT-1
231	Office	PT-4	PT-3	PT-4	PT-4
245	Planning Room	PT-1	PT-1	PT-1	PT-3
250	East Hallway	-	PT-1	PT-1	PT-3/PT-1
255	West Hallway (south)	PT-1	PT-3	-	PT-1
256	Crime Response	PT-1	PT-1	PT-1	PT-1
257	Office	PT-3	PT-1	PT-1	PT-1
258	Open Office/Middle Hallway	PT-3	PT-1	PT-1	PT-1
263	Property Room/Office Supply	PT-2	PT-2	PT-2	PT-2
264	Office	PT-1	PT-1	PT-1	PT-1
265	Public Counter Records	PT-1	PT-1	PT-1	PT-1
266	File/Copy	PT-1	PT-1	PT-1	PT-1
267	Conference Room	PT-1	PT-1	PT-1	PT-1
268	South Hallway	PT-1/PT-2	PT-2	PT-2/PT-1	-
270	Fingerprint/Pistol	PT-2	PT-2	PT-2	PT-2
281	Elevator Lobby (to double doors)	PT-3	PT-1	PT-1	PT-1/PT-3
Third Floor					
302	Office	PT-1	PT-1	PT-1	PT-3
303	Office	PT-1	PT-1	PT-1	PT-3
305	North Hallway	PT-1	PT-1	PT-3/PT-1	PT-1
306	Office	PT-5	PT-1	PT-1	PT-1
308	Office	PT-3	PT-3	PT-3	PT-3
311	Storage	PT-1	PT-1	PT-1	PT-1
312	West Hallway (north)	-	PT-3	-	PT-1
313B	Equip/Property Storage	PT-2	PT-3	PT-2	PT-2
317	Forensics Lab	PT-4	PT-2	PT-2	PT-2
319	East Hallway (north)	-	PT-1	-	PT-3/PT-1
321	Men's Toilet	PT-1	PT-1	PT-1	PT-1

322	Women's Toilet	PT-1	PT-1	PT-1	PT-1
325	Video Lab	PT-2	PT-2	PT-4	PT-2
326	Office	PT-1	PT-1	PT-1	PT-1
327	Office	PT-1	PT-1	PT-5	PT-1
331	Office	PT-1	PT-1	PT-1	PT-1
332	Children's Waiting Room	PT-5	PT-1	PT-1	PT-1
333	Open Office	PT-3	PT-1	PT-3	PT-1
334	Interview	PT-2	PT-2	PT-2	PT-2
335	Case Prep	PT-2	PT-2	PT-3	PT-2
337	Interview	PT-2	PT-2	PT-2	PT-2
338	Interview	PT-2	PT-2	PT-2	PT-2
339	Office	PT-1	PT-1	PT-7	PT-1
340	Office	PT-1	PT-1	PT-1	PT-5
341	West Hallway (south)	-	PT-3	-	PT-1
342	File/Copy	PT-5	PT-5	PT-2	PT-2
343	East Hallway (middle)	-	PT-1	-	PT-3
350	Breakroom	PT-3	PT-2	PT-2	PT-2
351	Case Prep	PT-3	PT-2	PT-2	PT-2
352	Supply	PT-2	PT-4	PT-2	PT-2
353	Interview	-	PT-6	PT-6	PT-6
354	Fingerprint/Photo	PT-2	PT-2	PT-2	PT-2
355	Sequestered Waiting	PT-1	PT-1	PT-5	PT-1
356	Office	PT-1	PT-1	PT-1	PT-1
357	Open Office	PT-3	PT-1	PT-1	PT-1
360	Office	PT-1	PT-1	PT-1	PT-1
370	East Hallway (south)	-	PT-1	PT-1	PT-1
381	Waiting	PT-2	PT-2	PT-3	PT-3
382	Reception	PT-2	PT-4/PT-3	PT-3	PT-2
384	Office	PT-3	PT-4	PT-3	PT-4
385	Pers. Records	PT-1	PT-1	PT-1	PT-1
386	Copy/File	PT-1	PT-1	PT-1	PT-1
387	South Hallway	PT-4	PT-2	PT-2	-
388	Conference Room	PT-2	PT-4	PT-4	PT-2
389	Office	PT-3	PT-2	PT-3	PT-2
390	Breakroom	PT-1	PT-1	PT-1	PT-1
391	Toilet	PT-1	PT-1	PT-1	PT-1
392	Office	PT-2	PT-3	PT-3	PT-2
394	Toilet	PT-1	PT-1	PT-1	PT-1
394B	Closet	PT-1	PT-1	PT-1	PT-1

Benjamin Moore Paint Colors

PT-1	Edgecomb Gray
PT-2	Super White
PT-3	Ebb Tide
PT-4	Nantucket Fog
PT-5	Sharkskin
PT-6	Concord Ivory
PT-7	Eucalyptus Leaf

Door Schedule

Room Number	Description	Paint One Side	Paint Both Sides
Second Floor			
220	Men's Toilet		X
221	Women's Toilet		X
225	Quarter Master	X	
230	Squad Room (south)		X
231	Office		X
234	Holding Cell Vestibule	X	
254	Storage	X	
256	Crime Response		X
258	Copy Room	X	
260	Officer Intake	X	
262	Release Storage Office	X	
265	File/Copy		X
266	Public Records Office		X
267	Conference Room		X
269	Closet	X	
270	Fingerprint/Pistol		X
271	Men's Toilet	X	
272	Women's Toilet	X	
273	Janitorial	X	
276	Vestibule	X	
280	Stairway #4	X	
Third Floor			
385	Personnel Records		X
386	Copy/File		X
390	Breakroom		X
391	Toilet		X
394	Toilet		X
394B	Closet		X

BID FORM - PRICING

VENDOR NAME: _____

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Prices must be firm for the entire term of the Contract.

Work Area	Price
2 nd Floor	\$
3 rd Floor	\$
Total Price:	\$

Total price written out: _____

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

2. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

3. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

GENERAL CONDITIONS

FLOOR PLANS

See attached floor plans for specific wall painting determinations and door/frame painting locations. Doors/frames to be painted are marked in pink. Walls to be painted are highlighted in yellow.

DOOR PAINTING

Doors to be painted are shown on the attached floor plans and listed in the door schedule in the Specifications section above. Door painting includes frames and door slabs. All painted doors/frames are metal, and the contractor shall match the existing color. Depending on if a room is being painted, the door painting may include one side or both sides of the door/frame. The door schedule indicates which doors are painted on one versus both sides. Door hardware should be properly removed or protected.

CEILINGS

No ceilings are being painted as part of this project.

COVE BASE MOLDING

In many areas of the project, the Owner is having an outside vendor replace cove base moldings in conjunction with the painting project. The Baseboard Molding Locations drawing included in the attached floor plans shows the proposed locations of these replacements. In these replacement areas, the painting contractor will be required to remove and dispose of the existing cove base molding, paint the wall surface to below the molding line and the outside vendor will install the new cove base molding.

REMOVAL OF FIXTURES AND FURNITURE

Wall signage, fixtures, desks and other items will be removed, where determined feasible by the City, by City staff in coordination with the contractor's work schedule. Items not removed should be appropriately protected by the contractor.

WORK HOURS

Work should be performed during normal work hours (M-F 7a-5p). Additional work days/hours are available to the contractor with prior approval by the Project Manager.

DIMENSIONED DRAWINGS

Dimensions are included on the attached floor plans. Since the image quality of these are not the best, the Contractor is responsible for verifying room size.

PARKING

Parking for one Contractor vehicle will be provided at the project site. Any additional parking needs must be addressed by the successful Contractor.

SECURITY

As a sensitive work location, the successful contractor will need to provide a list of workers that will be at the site, including name, address, DOB and a photo ID (driver's license or passport) prior to the start of work. The police department will run the names on the list and notify the Contractor of any individual that will not be allowed on the project.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

APPENDIX A - SAMPLE CONTRACT

GENERAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] Other, [TBD], [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area means [TBD].

Contract Administrator means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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
 - 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an

additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply in 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. **WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815;

and otherwise to comply with the requirements of Chapter 23.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, 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 this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining 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.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants 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 and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to

hold the City harmless for any costs or consequences of the absence of actual authority to sign.

- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

[TBD]
ATTN: [TBD]
[TBD]
[TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor
ATTN: [TBD]
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be 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. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City

acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

SAMPLE

[TBD]

CITY OF ANN ARBOR

By: _____

By: _____

Name: [TBD] _____

Name: Milton Dohoney Jr. _____

Title: [TBD] _____

Title: City Administrator _____

Date: _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur _____

Title: City Attorney _____

Date: _____

SAMPLE

EXHIBIT A
Scope of Services

EXHIBIT B
Compensation



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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.

**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 \$15.90/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 \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 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
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE)										(2) ADDRESS										
(3) PAYROLL NO.					(4) FOR WEEK ENDING					(5) PROJECT AND LOCATION					(6) CONTRACT ID					
(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE							(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED / GROSS WEEKLY EARNED	(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS					(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS
			MON	TUE	WED	THU	FRI	SAT	SUN						FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	
ETH/GEN: ID #: GROUP/CLASS #:		S							0			\$0.00						\$0.00	\$0.00	
NAME:									0			\$0.00						\$0.00	\$0.00	



O'Donnell Wicklund Pigozzi and Peterson, Inc.
111 West Hudson St., Suite 2100
Chicago, Illinois 60602
Telephone: 312.321.8800
Facsimile: 312.321.8621
Professional Design Firm
License Number: 04-00010

OWPIP Architects
Design Architect

OWPIP Structures
Structural Engineer

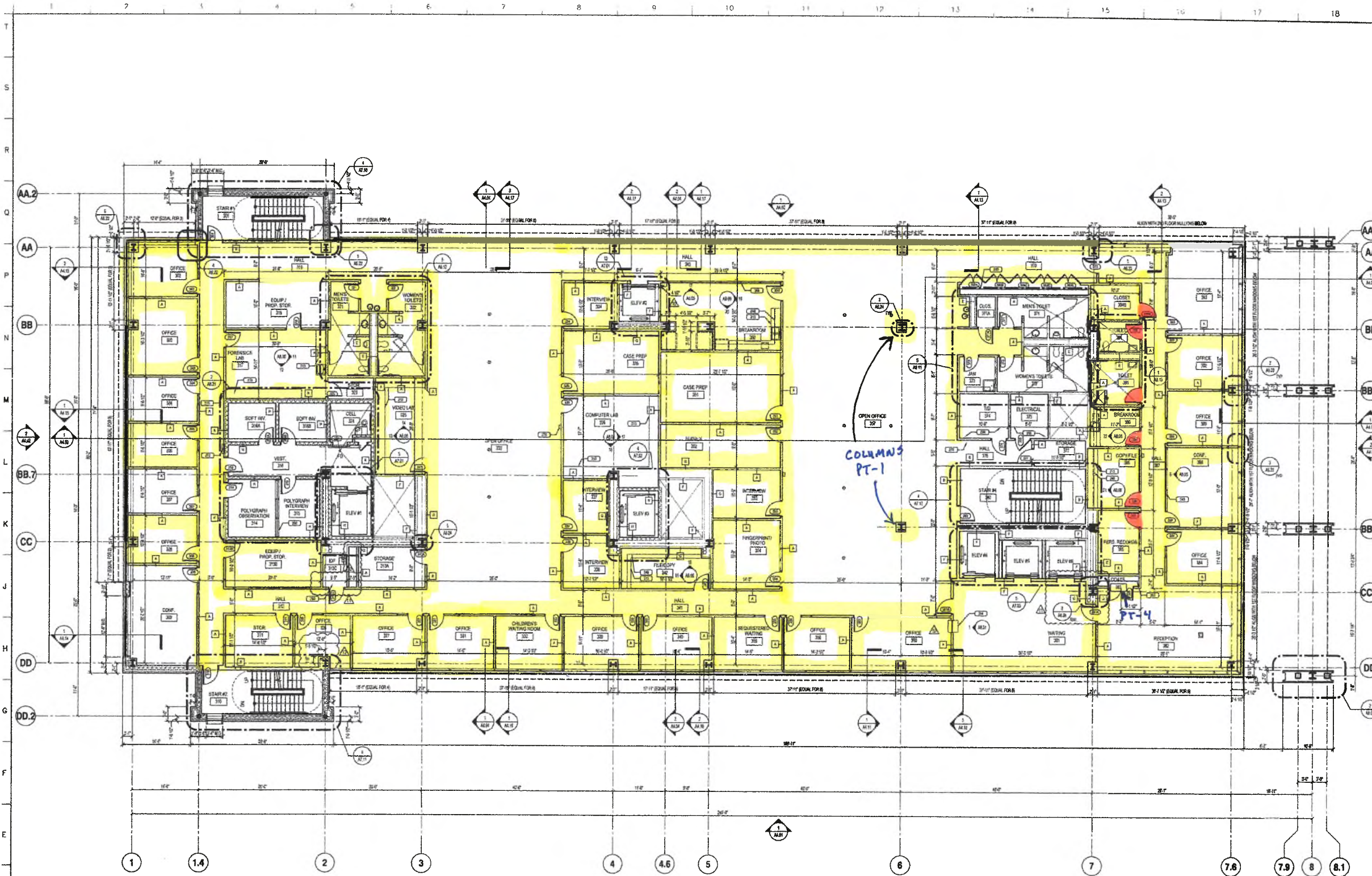
Ann Arbor Municipal Center

Phase 1: Courts and Police Building & Larcom Building Renovation

Ann Arbor, MI

QEJA No. 05158.00
Owner No. X000

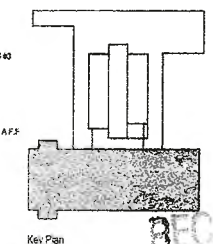
Third Floor Plan



1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

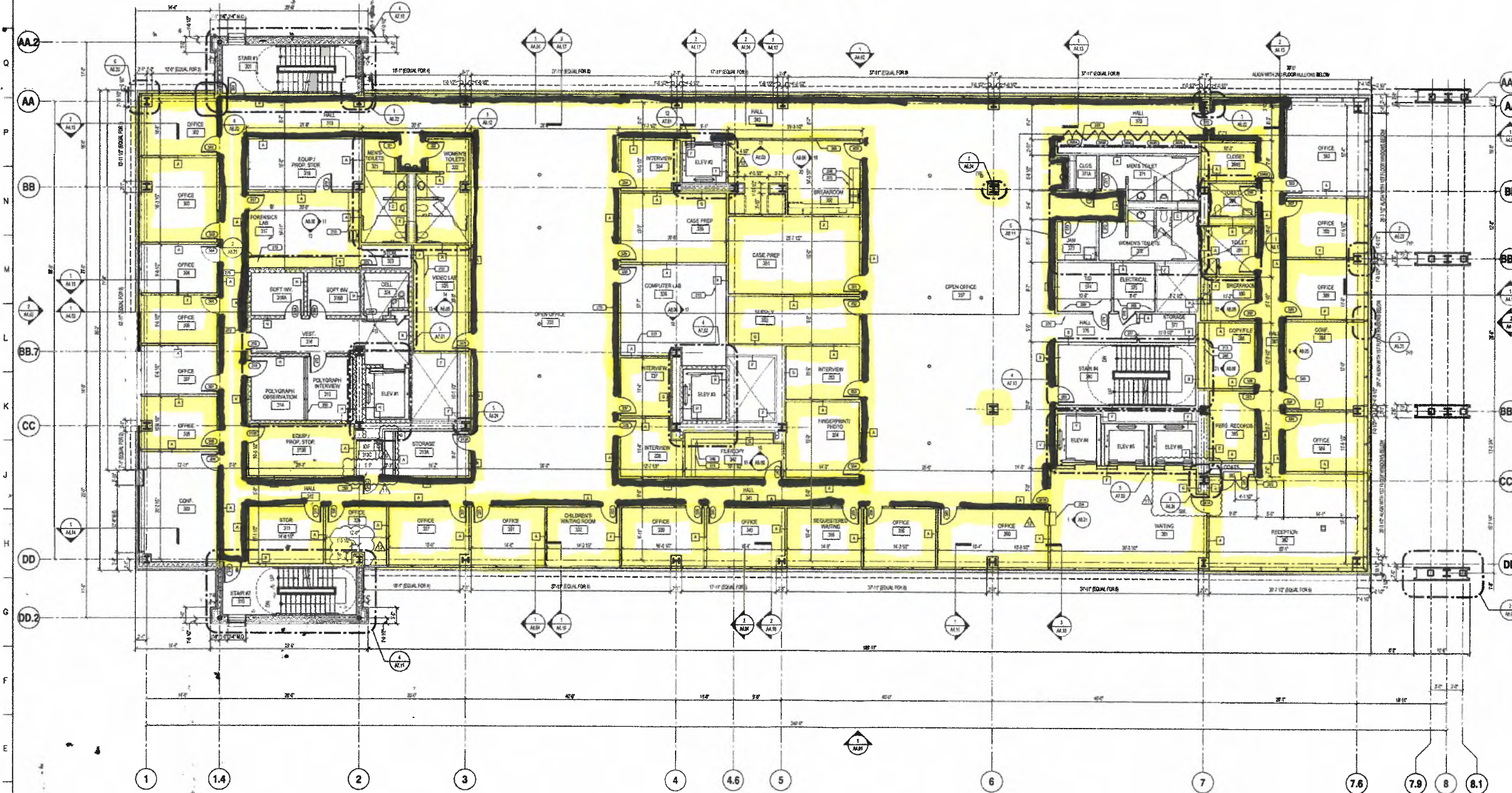
GENERAL NOTES:
1. ALL DIMENSIONS, APPLICABLE, AND EQUIPMENT ARE BY OTHER, UNLESS NOTED OTHERWISE.
2. PROVIDE REPAIRS/WORK AS ALL INTERIOR PARTITIONS IN FIELDS SPACES UNLESS NOTED OTHERWISE.

KEYNOTES	
202	OWIP attached to light gauge metal framing
203	Curtain Joint
210	Operable Panel Partition System
211	Systems Furniture, N.I.C.
212	Base cabinet/counter
214	Carpet: Mosaic-Floor Tile on mud bed, slope to drain
216	Wall Tile - Ceramic Mosaic
218	Acoust Wall Tile - Ceramic Mosaic with glass inserts
217	Rubber Base
218	Millium Flooring
219	Shower Drain Overlay
220	Frosted glass divider
221	Custom laminate cabinet/countertops in standard stock
222	Furniture, N.I.C.
223	Recycled Rubber: Walk-Off Mat
224	Perforated Metal Distribution Grid
225	Fluorescent Over Light Fixture
226	Frosted Aluminum expansion joint with continuous finish joint seal
227	Frosted curtain cover
228	Refrigerator, N.I.C.
241	Shelf and seat
243	Custom woodgrain slat
244	Shelf and seat
245	Butter board/slat
246	Frosted acoustic facelock wall
247	Topside of wall/brick ceiling below
248	Wall (paper) cabinet
249	Shower full height glass partition (tempered)
250	Interior partition height below metal frame and security glazing
251	Galvanized metal frame enclosure with retractable gate (8' tall)
252	Custom wood and glass display case
253	Painted wood stool with hanging rod web slat/chairs and metal brackets
254	ADA compliant counter with cast brick
255	Removal landing mass of one local collected type roof panel
256	ADA power operator
257	Galvanized steel pipe handrail mounted to wall
258	Revised Access Floor System
259	Wall finish flush with adjacent finish across face of structure
260	Flooring, see Structural Dept.
261	Custom woodgrain slat
262	Align window frame
263	Block studs with carbon steel system to be issued as part of the Structural #3
264	Trash drain
265	Custom partition on custom wood railing on 2x16, 22
266	Interior glass opening in 1-pipe vented hollow metal frame
267	Full width window
268	ADA emergency lighting, see A11 Circuits
269	3/4" x 4" x 8" sheets of fire resistant twill fabric attached over OWIP to framing on all walls of room. Mount vertically with bottom at 12" A.F.F.
270	Fire extinguisher cabinet
271	ADA parking slat/signage, wall mounted
272	Meat gun boiler assembly
273	Clear glass panel system
274	ADA power operator
275	8" x 8" curb (curb grouted solid 8" tall) covered in enamel by aluminum seal



NO	TITLE	DATE
10	3RD SUBMISSION SET	07/14/07
11	PERMITS	07/20/07
12	REVISIONS	07/20/07
13	REVISIONS	07/20/07
14	REVISIONS	07/20/07
15	REVISIONS	07/20/07
16	REVISIONS	07/20/07
17	REVISIONS	07/20/07
18	REVISIONS	07/20/07

BASEBOARD MOLDING LOCATIONS

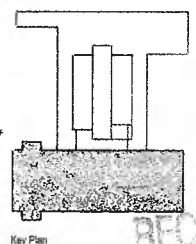


1 THIRD FLOOR PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES:
 1. ALL FURNISHINGS, APPLIANCES, AND EQUIPMENT ARE BY OTHERS, U.S.O.N.
 2. PROVIDE MECHANICAL CALL-OUTS FOR ALL MECHANICAL PARTITIONS IN PUBLIC SPACES, U.S.O.N.

KEYNOTES

202	QWB attached to light gauge metal framing	238	Finish aluminum expansion post with continuous	257	Galvanized steel pipe handrail mounted to wall
203	Control Joint	239	Profile column cover	258	Reinforced Acoustic Floor System
210	Operable Panel Partition System	240	Refrigerator	259	Wall-Mounted Flush with adjacent finish across face of structure
211	Systems Furniture, N.I.C.	241	Shelf and rod	260	Foodlog, see Structural Chap.
212	Base cabinet/counter	242	Custom waterproof signage	261	Align Ventured Gases
214	Chrome Mosaic Floor Tile on mud bed, slope to drain	243	Bulkhead boarding/signage	262	Block drain into curtain wall system to be lowest as part of E&E Submittal #3
215	Wall Tile - Ceramic Mosaic	244	Plaster concrete foundation wall	263	Full wall lockup
216	Acoustical Tile - Ceramic Mosaic with glass inserts	245	Topcoat of masonry substrate	264	Trench drain
217	Rubber Base	246	Wall (paper) cabinet	265	Centre partition on curtain wall section per S&M 22
218	Unfinished Flooring	247	Interior full height glazed storefront (hardware)	266	Interior glass opening in 12000 welded lobby metal frame
219	Granite Detail Casework	248	Wall (paper) cabinet	267	Full wall lockup
220	Interior partition cabinets/countertops in stacked sitting	249	Interior full height glazed storefront (hardware)	268	AV equipment location, see AV Chapter
221	Furniture, N.I.C.	250	Interior partition height below metal frame and security glazing	269	3/4" x 8" shores of pre-tensioned truss if present attached over
222	Recycled Rubber Mat-OD Mat	251	Galvanized metal fence enclosure with accessible gate (6" dia)	270	QWB to framing on all walls of room. Mount vertically with bottom of 12" A.F.F.
223	Perforated Metal Distribution Grid	252	Custom wood and glass display case	271	Fire extinguisher cabinet
224	Fluorescent Cove Light Fixture	253	Printed wood shelf with hanging rod wall attachments and metal brackets	272	QWB to framing on all walls of room. Mount vertically with bottom of 12" A.F.F.
		254	ADA compliant counter with glass face	273	Clear glass panel system
		255	Finish landing metal of precast balustrade type roof pads	274	ADA parking signage, wall mounted
		256	Galvanized steel slab platform and pipe handrail and guard	275	Metal gun locker assembly
				276	Clear glass panel system
				277	ADA parking signage, wall mounted
				278	Metal gun locker assembly
				279	ADA power operable
				280	If Child curb grouted solid (6" dia) covered in entirety by aluminum rail



NO	TITLE	DATE
1	3RD SUBMISSION	03/16/09
2	PERMITS	03/16/09
3	BULLETIN #1	03/23/09
4	BULLETIN #2	04/06/09
5	BULLETIN #3	10/06/09

FILE NAME: File Name
A1.03

QUINN EVANS ARCHITECTS

219 1/2 N Main Street
 Ann Arbor, Michigan 48104
 734 663 5888 1734 663 5044
 www.quinnevans.com

OWP/P

O'Donnell Wicklund Pigozzi and Peterson, Inc.
 111 West Washington St., Suite 1200
 Chicago, Illinois 60602
 Telephone: 312.321.9200
 Facsimile: 312.321.9601
 Principal of Design Firm
 License Number: 16-00002

OWP/P Architects
 Design Architect

OWP/P Structures
 Structural Engineer

Ann Arbor Municipal Center

Phase 1: Courts and Police Building & Larcom Building Renovation

Ann Arbor, MI
 GEJA No. 05158.00
 Owner No. XXXX

Third Floor Plan