

CITY OF ANN ARBOR

INVITATION TO BID



BUHR PARK AND FULLER PARK POOL SURFACE  
IMPROVEMENTS

ITB # 4326

Due Date: Thursday, April 24, 2014 On or Before 2:00 P.M.

Parks and Recreation Services  
Administering Service Area/Unit

Issued By:

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

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ADVERTISEMENT  
FOR THE  
BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS  
CITY OF ANN ARBOR

ITB NO. 4326

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Thursday, April 24, 2014 by 2:00 PM (Local Time) for the construction of Buhr Park and Fuller Park Pool Surface Improvements. Bids will be publically opened and read aloud at this time.

A pre-bid conference will be held Tuesday, April 15, 2014 at 1:00 PM beginning at the Fuller Pool located at 1519 Fuller Road, Ann Arbor, Michigan 48105, followed by a site visit to Buhr Park Pool located at 2751 Packard Road, Ann Arbor, MI 48108. Attendance is highly recommended. If a prospective bidder is not able to attend the first site visit, please contact Stantec to arrange for a site visit.

Work to be done includes: The installation of a new PVC liner system, or the removal and replacement of existing marcite surfaces at two City outdoor pool facilities. For the PVC liner installation, the work shall include the preparation/repair of existing pool surfaces to receive PVC liner, installation of fully-adhered felt underlayer, fully adhered PVC liner membrane, markings, targets and racing lanes, all seals, compression devices, perform various required tests, pool filling, yearly follow-up site visits, and all related work necessary for a complete and full operational system. For the removal and replacement of existing marcite surfaces, the work shall include the removal of the existing marcite, surface preparation, protection of existing appurtenances, marcite installation, curing, markings, targets, racing lanes, curing, pool filling, yearly follow-up site visits, and all related work necessary for a complete and full operational system.

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

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

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to

complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

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

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 submitted by Thursday, April 17, 2014 at 5:00 PM and should be addressed as follows:

Specification/Scope of Work questions emailed to [glen.wiczorek@stantec.com](mailto:glen.wiczorek@stantec.com)

Bid Process and HR Compliance questions emailed to [MBerryman@a2gov.com](mailto:MBerryman@a2gov.com).

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

CITY OF ANN ARBOR PROCUREMENT UNIT

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on Tuesday, April 15, 2014 at 1:00 PM beginning at the Fuller Pool located at 1519 Fuller Road, Ann Arbor, Michigan 48105. A site visit of the Fuller Pool will be followed by a site visit of the Buhr Park Pools to provide potential bidders the opportunity to view the project site. This will be the main opportunity for bidders to view the project site. A second site visit may be scheduled at a later date. Contact Glen Wiczorek from Stantec at [glen.wiczorek@stantec.com](mailto:glen.wiczorek@stantec.com) as needed to discuss possible arrangements.

There are no original construction drawings of the pools. Photographs provided in the Appendices are representative only. The BIDDERS are entirely responsible to conduct field measurements, field inspections, condition assessments and quantity take-offs to provide a complete bid.

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

## **INSTRUCTIONS TO BIDDERS**

### **General**

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

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

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

### **Preparation of Bids**

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

Bids must be submitted on Page Numbers ITB 1-3 and on the "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.

Bidders shall initial each item, execute and return the enclosed Bidder Certification and Representation Sheet. Failure to include this sheet properly executed shall invalidate the bid.

### **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 submitted by Thursday, April 17, 2014 at 5:00 PM and should be addressed as follows:

Specification/Scope of Work questions emailed to [glen.wiczorek@stantec.com](mailto:glen.wiczorek@stantec.com)

Bid Process and HR Compliance questions emailed to [MBerryman@a2gov.com](mailto:MBerryman@a2gov.com).

### **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](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://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 Thursday, April 24, 2014 by 2:00 PM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) additional Bid copies in a sealed envelope clearly marked: **ITB No. 4326 – Buhr Park and Fuller Park Pool Surface Improvements**.

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

City of Ann Arbor  
Procurement Unit  
C/O Customer Service 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
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.

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

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

### **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items



specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

## **Qualifications**

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

As part of the proposal, Bidders shall provide documentation that:

- The Bidder's company has at least 10 years of experience performing construction on similar projects of outdoor pools in similar climates.
- Demonstrate a minimum of 10 pools of similar size installed by its staff utilizing site built PVC reinforced PVC membrane materials or marcite materials, and a minimum of 5 outdoor pools in northern climates.
- The foreman provided by the installer shall be certified competent in installing PVC membrane materials or marcite materials by the supplier and shall have a minimum of three (3) years' experience welding PVC membranes or installing marcite for pool applications.
- Provide a full listing of any and all lawsuits from any venue in the United States from any prior customers in which they have been sued by clients.

All key staff and subcontractors are subject to the approval by the City.

## **Official Documents**

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives 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 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](http://www.MITN.info) and obtain an official Bid.

## **Bid Security**

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

## **Withdrawal of Bids**

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

## **Contract Time**

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## **Liquidated Damages**

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

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

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

## **Human Rights Information**

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms or an acceptable equivalent. In the event Human Rights forms are not submitted with bid, the Bidder will have 24 hours to provide once requested by the City.

## **Wage Requirements**

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

## **Conflict of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form (a copy of which is attached to this ITB). A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the

City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City.

### **Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

### **Debarment**

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

### **Disclosures**

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

### **Bid Protest**

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

### **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.

## 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/Bidders/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/Bidders/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/Bidder 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/Bidder 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													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**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)												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 or 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													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**ATTACHMENT C  
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 \$12.78/hour when health care is provided, or no less than \$14.25/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 2014.
- 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 LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015**

**\$12.78 per hour**

If the employer provides health care benefits\*

**\$14.25 per hour**

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

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

## **ENFORCEMENT**

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

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

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

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

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





# Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

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

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

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

**PROCUREMENT USE ONLY**

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

## 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, Conflict of Interest Disclosure Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

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

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

requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

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

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

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

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
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.)

By signing below the authorized representative of the Bidder hereby certifies that:

The Bidder 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 proposal, is authorized to execute contracts on behalf of respondent.\*

\*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 with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this Bid.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## BID FORM

### Section 1 – Schedule of Prices

Project: Buhr Park and Fuller Park Pool Surface Improvements  
ITB No.: 4326

Bidder's Name: \_\_\_\_\_

#### Notes:

1. Quantities included in the bid table represent estimated quantities for different work. The CONTRACTOR shall be compensated for the actual number of items completed using the unit prices provided.
2. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
3. Any item not provided in the following list shall be considered incidental.
4. The City reserves the right to select either construction method, regardless of which method results in the lowest bid.
5. OWNER may elect to award Buhr Park or Fuller Park or both. No changes to bid prices shall be permitted.
6. The bid form is divided into two sections, one section for the installation of a new PVC liner and one section for the removal and replacement of the existing marcite surfaces. The bidder may complete the bid for either one, or both construction methods. If the bidder is not bidding on both construction methods, cross out the sections that are not included in the bid.

## **PVC POOL LINER INSTALLATION BID ITEMS**

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

<b>BID ITEM 1: BUHR PARK PVC POOL LINER INSTALLATIONS (MAIN &amp; TOT)</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	General Conditions, Insurance, Bonds, Mobilization (max. 10% of bid)	1	LS	\$	\$
2.	Pool Surface Repair - Allowance	150	SF	\$	\$
3.	Prepare Pool Surfaces; Install PVC Liners and all Required Components, Performance Testing and all Related Work	1	LS	\$	\$
4.	Demobilization and Closeout Project	1	LS	\$	\$
5.	Follow-up Inspection Program	1	LS	\$	\$
6.	Allowances Miscellaneous Repairs, Permits, Inspection Fees	1	LS	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BID (ITEM NOS. 1 THROUGH 6)</b>					<b>\$</b>

Dollars (\$ \_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

<b>BID ITEM 2: FULLER PARK PVC POOL LINER INSTALLATION</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	General Conditions, Insurance, Bonds, Mobilization (max. 10% of bid)	1	LS	\$	\$
2.	Pool Surface Repair - Allowance	200	SF	\$	\$
3.	Prepare Pool Surface; Install PVC Liner and all Required Components, Performance Testing and all Related Work	1	LS	\$	\$
4.	Demobilization and Closeout Project	1	LS	\$	\$
5.	Follow-up Inspection Program	1	LS	\$	\$
6.	Allowances Miscellaneous Repairs, permits, Inspection Fees	1	LS	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BID (ITEMS 1 THROUGH 6)</b>					<b>\$</b>

Dollars (\$ \_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

<b>BID ITEM 3 – DEDUCT FOR PVC LINER AT BOTH SETS OF POOLS – ALTERNATE</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Joint Project Deduct	1	LS	\$	\$
<b>TOTAL BID</b>					<b>\$</b>

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

<b>BID ITEM 4 – INSTALLATION OF POOL LOGOS FOR PVC LINER – ALTERNATE</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Logo Installation on Pool Bottom	3	EA	\$	\$
<b>TOTAL BID</b>					<b>\$</b>

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

## **MARCITE REMOVAL AND REPLACEMENT BID ITEMS**

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

<b>BID ITEM 5: BUHR PARK MARCITE REMOVAL AND REPLACEMENT (MAIN &amp; TOT)</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	General Conditions, Insurance, Bonds, Mobilization (max. 10% of bid)	1	LS	\$	\$
2.	Marcite Removal, Replacement and all Related Work	1	LS	\$	\$
3.	Demobilization and Closeout Project	1	LS	\$	\$
4.	Follow-up Inspection Program	1	LS	\$	\$
5.	Allowances Miscellaneous Repairs, Permits, Inspection Fees	1	LS	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BID (ITEM NOS. 1 THROUGH 5)</b>					<b>\$</b>

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

<b>BID ITEM 6: FULLER PARK MARCITE REMOVAL AND REPLACEMENT</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	General Conditions, Insurance, Bonds, Mobilization (max. 10% of bid)	1	LS	\$	\$
2.	Marcite Removal, Replacement and all Related Work	1	LS	\$	\$
3.	Demobilization and Closeout Project	1	LS	\$	\$
4.	Follow-up Inspection Program	1	LS	\$	\$
5.	Allowances Miscellaneous Repairs, permits, Inspection Fees	1	LS	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BID (ITEMS 1 THROUGH 5)</b>					<b>\$</b>

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)



<b>BID ITEM 7 – DEDUCT FOR MARCITE REPLACEMENT BOTH SETS OF POOLS – ALTERNATE</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Joint Project Deduct	1	LS	\$	\$
<b>TOTAL BID</b>					<b>\$</b>

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

## BID FORM

### Section 2 - Material and Equipment Alternates

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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

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

Signature of Authorized Representative of Bidder \_\_\_\_\_

## BID FORM

### Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_

BID FORM

Section 4 - Major Subcontractors

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
PVC Liner Manufacturer		

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_

# BID FORM

## Section 5 – References

GENERAL CONTRACTOR (Name: \_\_\_\_\_)

Include a minimum of three references from similar projects completed within the past five (5) years.

Refer also to Instructions to Bidders for additional requirements.

1) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_  
Contact Name Phone Number

2) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_  
Contact Name Phone Number

3) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_  
Contact Name Phone Number

## CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_ (“Contractor”)

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

(Address)

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

### ARTICLE I - Scope of Work

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

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

### ARTICLE II - Definitions

Administering Service Area/Unit means Community Services Area.

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

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

Project means, Buhr Park and Fuller Park Pool Surface Improvements, Bid No. ITB-4326

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

- (B) The Contractor shall begin the Buhr Park work after the pool closing in September 2014, and will fully complete the work in eight (8) consecutive weeks. The Contractor shall perform the Fuller Park work after the pool closing in September 2015. The Contractor may elect to perform the Fuller work in conjunction with Buhr Park in the fall of 2014, but shall be fully complete no later than May 15, 2015. Alternatively, the Contractor may perform the Fuller work separately in the fall of 2015. Shorter completion times for certain portions of the work may be specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

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

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

ARTICLE IV - The Contract Sum

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

## ARTICLE V - Assignment

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

## ARTICLE VI - Choice of Law

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

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

## ARTICLE VII - Relationship of the Parties

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

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

## ARTICLE VIII - Notice

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

## ARTICLE IX - Indemnification

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



ARTICLE X - Entire Agreement

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

**FOR CONTRACTOR**

By \_\_\_\_\_  
Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Sumedh Bahl, Community Services  
Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 20\_\_, for: \_\_\_\_\_ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_  
of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated \_\_\_\_\_, 20\_\_, for \_\_\_\_\_  
\_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

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

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

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

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

### **Section 2 - Order of Completion**

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

### **Section 3 - Familiarity with Work**

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

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

## Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

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

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

### **1:814. Applicability.**

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

### **1:815. Living Wages Required.**

- (1) Every contractor/Bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.52 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.96 an hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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

#### Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor further agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

#### 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:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 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.

#### Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

#### Section 7 - Qualifications for Employment

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

#### Section 8 - Royalties and Patents

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



## Section 9 - Permits and Regulations

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

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

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

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

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

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

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

## Section 11 - Inspection of Work

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

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

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by

the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

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

#### Section 12 - Superintendence

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

#### Section 13 - Changes in the Work

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

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

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

#### Section 14 - Extension of Time

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

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;

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

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

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

#### Section 15 - Claims for Extra Cost

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

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

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all

power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

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

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

#### Section 16 - Progress Payments

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

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

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

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

#### Section 17 - Deductions for Uncorrected Work

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

#### Section 18 - Correction of Work Before Final Payment

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

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

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

## Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

## Section 20 - Suspension of Work

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

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

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

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

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

## Section 22 - Contractor's Right to Terminate Contract

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

## Section 23 - City's Right To Do Work

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

## Section 24 - Removal of Equipment and Supplies

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

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

## Section 25 - Responsibility for Work and Warranties

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

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

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

## Section 26 - Partial Completion and Acceptance

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



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

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

#### Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

#### Section 28 - Contractor's Insurance

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

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional

insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

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

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

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

#### Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

#### Section 30 - Damage Claims

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

#### Section 31 - Refusal to Obey Instructions

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

#### Section 32 - Assignment

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

#### Section 33 - Rights of Various Interests

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

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

## Section 34 - Subcontracts

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

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

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

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

## Section 35 - Supervising Professional's Status

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

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

## Section 36 - Supervising Professional's Decisions

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

## Section 37 - Storing Materials and Supplies

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

## Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land

and access that may be required for temporary construction facilities or for storage of materials.

#### Section 39 - Cleaning Up

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

#### Section 40 - Salvage

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

#### Section 41 - Night, Saturday or Sunday Work

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

#### Section 42 - Sales Taxes

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

**CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period \_\_\_\_\_, 20\_\_, to \_\_\_\_\_, 20\_\_, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled Buhr Park and Fuller Park Pool Surface Improvements, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Past due invoices, if any, are listed below.

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor, \_\_\_\_\_, represents that on \_\_\_\_\_, 20\_\_\_\_, it was awarded a contract by the City of Ann Arbor, Michigan to \_\_\_\_\_ under the terms and conditions of a Contract titled Buhr Park and Fuller Park Pool Surface Improvements. The Contractor represents that all work has now been accomplished and the Contract is complete.

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Subscribed and sworn to before me, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ County, Michigan

Notary Public

\_\_\_\_\_ County, MI

My commission expires on:

## **STANDARD SPECIFICATIONS**

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

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

[http://www.a2gov.org/government/publicservices/project\\_management/privatedev/pages/standardspecificationsbook.aspx](http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx).



## DETAILED SPECIFICATIONS

**SECTION 01000**

**GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 DESCRIPTION OF WORK**

- A. Work under this Contract consists of the installation of PVC pool liners or the replacement of marcite surfaces in the outdoor pools at Buhr Park and Fuller Park.
- B. For the installation of PVC pool liners the work shall include but not be limited to the following: Mobilization; Repair and preparation of the pool surfaces to receive the PVC liners; installation of the fleece separator layers and PVC liners; seal all the edges, joints and penetrations, installation of compression strips, rings, drive rivets lane markers and lane targets; leak testing, clean-up, demobilization, pool filling, and yearly follow-up site visits.
- C. For the replacement of existing marcite surfaces the work shall include but not be limited to the following: Mobilization; removal of existing marcite surfaces; dust removal, bond coat application, protection of existing tile and appurtenances, installation of new marcite surface; seal all the edges, joints and penetrations, installation of compression strips, rings, drive rivets lane markers and lane targets; leak testing, clean-up, demobilization, pool filling, and yearly follow-up site visits.
- B. BIDDER/CONTRACTOR is responsible for visiting the site and taking adequate measurements to determine all required material quantities, gutter and appurtenance types and sizes. These quantities, together with all the labor, equipment utilization, and miscellaneous items and/or activities for a complete installation, shall be the basis of the bid price.
- C. It is the intent of these Contract Documents that the CONTRACTOR provides a complete and finished product. Items shown on the Drawings and Specifications not specifically connected to a heading in the Bid Form are to be considered as incidental to the work.

**1.2 EXISTING FACILITIES ACCESS**

- A. The CONTRACTOR shall be responsible for maintaining safe access for City staff to the existing facility areas beyond the work zones.
- B. Access to such parts of the facility shall not be temporarily disrupted without coordination with and prior approval of the OWNER.
- C. Prior to commencing work, the CONTRACTOR shall submit to the OWNER a plan for bringing construction traffic to and from the site.
- D. Direct access to the pool areas for equipment and materials is available.

**1.3 NOTIFICATION OF UTILITIES**

NOT USED

**1.4 WORK SCHEDULE**

- A. The CONTRACTOR shall perform the Buhr Park work after the pool closing in 2014. The CONTRACTOR shall complete the Fuller Park work prior to May 15, 2015. The

CONTRACTOR may elect to perform the Fuller work in conjunction with Buhr Park in the fall of 2014 or separately in the spring of 2015, but shall be fully complete no later than May 15, 2015.

- B. The CONTRACTOR shall provide a work schedule. The schedule shall be complete and shall show in detail the manner in which he proposes to complete the work under this Contract and approximate monthly billing of the Contract. The purpose of the schedule is to assist the OWNER in notifying the public of inconveniences and to anticipate cash-flow on the job, and to determine if the CONTRACTOR is reasonably proceeding with the work to assure completion within the specified time.
- C. Work hours shall be restricted to Monday through Friday, 7AM to 7PM. Work shall not be conducted on City holidays. Exceptions to work hour limits shall be only by written permission of the OWNER.
- D. Work on Saturdays and Sundays is permitted with permission from the OWNER.

#### **1.5 CONSTRUCTION SEQUENCE**

- A. The CONTRACTOR shall coordinate and schedule his work with the OWNER when his operation may affect access to existing facilities.
- B. Prior to commencing the work, the CONTRACTOR shall provide the ENGINEER a detailed schedule of the proposed work. The schedule shall include a list of tasks required to complete the work; their relevancy to each other; expected duration; and completion dates.
- C. The CONTRACTOR is responsible for presenting a sequence with schedule to the OWNER/ENGINEER for review. All proposed improvements shall be constructed only in accordance with an approved schedule.

#### **1.6 TRAFFIC MAINTENANCE**

- A. The parking lot at Fuller Pool is not available for use. CONTRACTOR shall coordinate construction crew and vehicle parking with Fuller Pool City staff.
- B. In the event of the CONTRACTOR's failure to comply with these provisions, the OWNER may with or without notice, cause the same to be done; and will deduct the cost of such work from any money due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER or at the OWNER's insistence, shall serve in no way to release the CONTRACTOR from their general or particular liability for the safety of the Public or the work.
- C. Access to fire hydrants and water valves shall always be maintained. The CONTRACTOR's truck and equipment operations on public streets shall be governed by City or County regulations as applicable, and all other local traffic ordinances, and regulations of the Fire and Police Departments.
- D. Payment for traffic maintenance, the furnishing of flaggers, barricades, signs, flashers and maintenance of these shall be incidental to the Contract.

#### **1.7 TESTING**

- A. Testing shall be conducted per those described in Sections 01450 and 07800.

- B. The CONTRACTOR shall provide and pay for a testing laboratory, approved by the ENGINEER, to provide any required testing.
- C. Copies of all test reports shall be provided to the ENGINEER and to the OWNER.

#### **1.8 DUST CONTROL**

- A. All demolition activities shall be monitored by the CONTRACTOR to assure that the area around the immediate construction site is maintained in a dust free condition during the life of this Contract. The control of the dust shall be accomplished by the application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control the dust.
- B. Cost of providing dust control shall be incidental to the project.
- C. Should the CONTRACTOR be negligent in providing dust control, the OWNER may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under this Contract, but the performance of such work by the OWNER, or by the OWNER's direction, shall service in no way to release the CONTRACTOR from liability for dust control.

#### **1.9 DIGITAL PHOTOGRAPHIC RECORD**

- A. The CONTRACTOR shall furnish to the OWNER a digital video or photographic record for the pool areas included for improvement and all access ways to the work area. Areas to be photographed include the pool area and all appurtenances included in the project work. In general, the CONTRACTOR shall include parking lots, access paths for construction traffic, pool deck, gutters, ladders and ramps, storage and staging areas and other areas that may be impacted by his activities.
- B. The video or photographs shall be stored on a CD or DVD of such quality to accurately show the existing conditions. The record shall be produced one (1) week prior to the placement of materials or equipment in the construction area.
- C. The record shall include overview shots of each entire area; and detailed shots of key features, including targets, lane markers, ramps, rails, ladders, lights, drains, gutters, etc. The photographs shall be ordered in sequential sets as follows: photograph of a sign board identifying each separate area; overview shots or shots of that area; and detailed views relevant only to that particular area. The overview shots should enable to viewer to identify both the area in question and the particular items that are shown in detail in the shots immediately following.
- D. The video or photographs must be recorded while the visibility is clear and at no time will it be allowed during periods of ground cover.
- E. The photographic record shall include date, time, and location at appropriate intervals.

#### **1.10 PROJECT PROGRESS MEETING**

- A. It shall be the responsibility of the CONTRACTOR to have a representative, including key subcontractors, present at each meeting. The CONTRACTOR shall be available for meetings which shall be held at least twice a month as necessary.

#### **1.11 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

A. GENERAL

The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

B. MEASUREMENT

Quantities of work completed under the Contract will be measured by the ENGINEER according to the United States standard measures. When tons are specified, the unit shall be the ton of 2000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

C. PAYMENT

In each and every instance in the following Measurement and Payment Schedule, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, "**The Contract Unit Price Bid in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Specifications.**" Payment shall be made on the basis of the actual quantity of the item completed and accepted at the unit price for such item named in the Proposal.

**BID ITEMS**

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
<b><u>PVC LINER BID ITEM</u></b>		
<b><u>#1 - BUHR PARK POOLS</u></b>		
General Conditions, Insurance, Bonds Mobilization	By the unit lump sum (LS).	The complete cost of insurance, bonds, permits and mobilization for the project and other requirements of General Conditions. Includes offices, stores, conveniences, and other temporary facilities, site preparation, and whatever means the CONTRACTOR deems necessary for accessing the work, organizing the project, coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit requirements, Shop Drawings, paperwork, bringing equipment to the site as required, management of job, leak testing for the new liners and seals, and all related work. Any costs assumed to be above and beyond the value of this pay item shall be incidental to other pay items in the Contract. The maximum amount of this item shall be 10% of the total project cost.
Pool Surface Repair	By the unit square foot (SF).	Perform any pool surface repairs necessary from summer usage including demolition, surface preparation, saturated surface dry conditions, repair, wet curing and all related work to achieve an acceptable substrate to receive the liner.
Prepare Pool Surface; Install PVC Liners, and all required components, all testing and all related work in both the Main pool and the Tot pool.	By the unit lump sum (LS).	Preparation of entire pool wall and floor surface including floor drain and inlet openings, corners, steps, gutters, and all other existing relevant appurtenances, installation of the fleece separator, PVC liner and pool markings. Seal all joints, penetrations, corners and edges with appropriate sealants, compression strips and rings and all related work, for a complete and leak-free installation.
Demobilize and Closeout Project	By the unit lump sum (LS).	Removal of equipment from the site, Cleanup and return of all OWNER facilities to full use.

**BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS**

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Follow-up Inspection Program	By the unit lump sum (LS).	Submit program details and perform return visits to inspect the installed pool liner, monitor on-going performance of the liner, and perform needed repairs.
Allowances – Miscellaneous Repairs, permits	By the unit lump sum (LS).	Funding for miscellaneous repairs and permits as determined necessary and approved by the OWNER. This excludes work called out under other Bid Items.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
<b><u>PVC LINER BID ITEM</u></b>		
<b><u>#2 - FULLER POOL</u></b>		
General Conditions, Insurance, Bonds Mobilization.	By the unit lump sum (LS).	The complete cost of insurance, bonds, permits and mobilization for the project and other requirements of General Conditions. Includes offices, stores, conveniences, and other temporary facilities, site preparation, and whatever means the CONTRACTOR deems necessary for accessing the work, organizing the project, coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit requirements, Shop Drawings, paperwork, bringing equipment to the site as required, management of job, leak testing for the new liners and seals, and all related work. Any costs assumed to be above and beyond the value of this pay item shall be incidental to other pay items in the Contract. The maximum amount of this item shall be 10% of the total project cost.
Pool Surface Repair	By the unit square foot (SF).	Perform any pool surface repairs necessary from summer usage including demolition, surface preparation, saturated surface dry conditions, repair, wet curing, and all related work to achieve an acceptable substrate to receive the liner.

BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Prepare Pool Surface; Install PVC Liners, and all required components, all testing and all related work.	By the unit lump sum (LS).	Preparation of entire pool wall and floor surface including floor drain and inlet openings, corners, steps, gutters, and all other existing relevant appurtenances, installation of the fleece separator, PVC liner and pool markings. Seal all joints, penetrations, corners and edges with appropriate sealants, compression strips and rings, and all related work for a complete and leak-free installation.
Follow-up Inspection Program	By the unit lump sum (LS).	Submit program details and perform return visits to inspect the installed pool liner, monitor on-going performance of the liner, and perform needed repairs.
Demobilize and Closeout Project	By the unit lump sum (LS).	Removal of equipment from the site, Cleanup and return of all OWNER facilities to full use.
Allowances – Miscellaneous Repairs, permits	By the unit lump sum (LS).	Funding for miscellaneous repairs and permits as determined necessary and approved by the OWNER. This excludes work called out under other Bid Items.

BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS



**MARCITE BID ITEM**  
**#5 - BUHR PARK**  
**POOLS**

General Conditions,  
Insurance, Bonds  
Mobilization

By the unit lump sum (LS).

The complete cost of insurance, bonds, permits and mobilization for the project and other requirements of General Conditions. Includes offices, stores, conveniences, and other temporary facilities, site preparation, and whatever means the CONTRACTOR deems necessary for accessing the work, organizing the project, coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit requirements, Shop Drawings, paperwork, bringing equipment to the site as required, management of job, leak testing for the new marcite, and all related work. Any costs assumed to be above and beyond the value of this pay item shall be incidental to other pay items in the Contract. The maximum amount of this item shall be 10% of the total project cost.

Marcite Removal,  
Replacement and all  
Related Work

By the unit lump sum (LS).

Removal of all existing marcite surfaces to original substrate by blasting or chipping, material disposal, dust removal, bond coat application, accommodation of existing tile, appurtenances, wall and floor surface openings, installation of new marcite surface, curing, assisting with pool filling, and all related work, for a complete and leak-free installation.

Demobilize and  
Closeout Project

By the unit lump sum (LS).

Removal of equipment from the site, Cleanup and return of all OWNER facilities to full use.

Allowances –  
Miscellaneous Repairs,  
permits

By the unit lump sum (LS).

Funding for miscellaneous repairs and permits as determined necessary and approved by the OWNER. This excludes work called out under other Bid Items.

**MARCITE BID ITEM**  
**#6 - FULLER PARK**  
**POOLS**

General Conditions,  
 Insurance, Bonds  
 Mobilization

By the unit lump sum (LS).

The complete cost of insurance, bonds, permits and mobilization for the project and other requirements of General Conditions. Includes offices, stores, conveniences, and other temporary facilities, site preparation, and whatever means the CONTRACTOR deems necessary for accessing the work, organizing the project, coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit requirements, Shop Drawings, paperwork, bringing equipment to the site as required, management of job, leak testing for the new marcite, and all related work. Any costs assumed to be above and beyond the value of this pay item shall be incidental to other pay items in the Contract. The maximum amount of this item shall be 10% of the total project cost.

Marcite Removal,  
 Replacement and all  
 Related Work

By the unit lump sum (LS).

Removal of all existing marcite surfaces to original substrate by blasting or chipping, material disposal, dust removal, bond coat application, accommodation of existing tile, appurtenances, wall and floor surface openings, installation of new marcite surface, curing, assisting with pool filling, and all related work, for a complete and leak-free installation.

Demobilize and  
 Closeout Project

By the unit lump sum (LS).

Removal of equipment from the site, Cleanup and return of all OWNER facilities to full use.

Allowances –  
 Miscellaneous Repairs,  
 permits

By the unit lump sum (LS).

Funding for miscellaneous repairs and permits as determined necessary and approved by the OWNER. This excludes work called out under other Bid Items.

**BID ITEM – ALTERNATE**

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
<b><u>BID ITEM #3 &amp; #7 – DEDUCT FOR BOTH SETS OF POOLS</u></b>		
Joint Project Deduct	By the unit lump sum (LS).	The amount the CONTRACTOR would deduct from the sum of the two pool projects bid separately, if both locations were awarded to said CONTRACTOR together.
<b><u>BID ITEM #4 – INSTALLATION OF POOL LOGOS</u></b>		
Installation of Pool Logos	By the unit each (EA).	Install City of Ann Arbor Parks and Recreation Services Logos on pool bottoms. This bid item only applies to PVC liner installations.

END OF SECTION

## SECTION 01010

### SUMMARY OF WORK

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY OF WORK**

- A. Work under this Contract consists of performing any and all repairs and other work that is required for the installation of new PVC pool liners or the replacement of existing marcite surfaces and related items at the City of Ann Arbor's Buhr Park swimming and tot pools and related work, and/or the same at the City of Ann Arbor's Fuller Park swimming pool. A plan for yearly site visits for on-going performance monitoring shall be included as part of the work.
- B. The work at the two sites will be considered separate bid items. An Alternate is offered where the BIDDER can propose a cost deduct for being awarded both projects together.
- C. The foregoing general description(s) shall not be construed as a complete description of all work required.

##### **1.2 CONTRACT DOCUMENTS**

- A. The Work to be done is shown on the set of Specifications entitled Buhr Park and Fuller Park PVC Pool Surface Improvements. All Appendices, so enumerated, shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. Division 16 would thus include Sections 16000 through 16955.
- C. Where references in the Contract Documents are made to CONTRACTORS for specific disciplines of work (e.g. Electrical CONTRACTOR, etc.), these references shall be interpreted to be the single prime CONTRACTOR when the project is bid or awarded as a single prime contract.
- D. The prime CONTRACTOR shall be responsible for all work in the Contract Documents regardless of the division of disciplines. Additionally, the prime CONTRACTOR shall self-perform at least 75% of the work.
- E. The CONTRACTOR shall be responsible for the production of his construction sets.

##### **1.3 GENERAL ARRANGEMENT**

- A. Specifications outline the extent and general description of the work. If any departures from the Specifications are deemed necessary by the CONTRACTOR to accommodate the materials and equipment CONTRACTOR proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the ENGINEER for approval by OWNER and ENGINEER. No such departures shall be made without the prior written approval of the OWNER or ENGINEER. Approved changes shall be made without additional cost to the OWNER for this work or related work under other Contracts of the Project.

- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The CONTRACTOR shall submit to the ENGINEER, for approval by OWNER and ENGINEER, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

#### **1.4 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS**

- A. The OWNER shall obtain or cause to be obtained all permanent and temporary construction easements required. No easements are anticipated for this project.
- B. The CONTRACTOR shall apply for, obtain, keep current and pay all fees for any other necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's operations unless otherwise stated. CONTRACTOR shall pay plan review fees and any other fees for required permits. Record copies of all permits shall be furnished to the ENGINEER and OWNER.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to become familiar with and comply with such regulations or requirements as they apply to CONTRACTOR's operations on this Project.
- D. The CONTRACTOR will be required to follow the requirements established by all permits necessary for the construction of this project. The following is a list of all permits that must be obtained prior to the beginning of construction.
  - 1. Applicable State, County and City Permits (all necessary trades).
- E. All permits shall be applied for and paid for by the CONTRACTOR. The CONTRACTOR must submit a copy of these permits to the ENGINEER prior to construction.

#### **1.5 ADDITIONAL ENGINEERING SERVICES**

- A. In the event that the ENGINEER is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the ENGINEER's charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.
- B. In the event that the ENGINEER is required to provide additional engineering services as a result of CONTRACTOR's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the ENGINEER's charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.

## **1.6 ADDITIONAL OWNER'S EXPENSES**

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the OWNER may be charged to the CONTRACTOR and deducted from the monies due the CONTRACTOR. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by the OWNER before assessing engineering and inspection charges against the CONTRACTOR.
- B. Charges assessed to the CONTRACTOR for additional engineering and inspection costs will be determined based on actual hours charged to the job by the ENGINEER. Hourly rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$125 per hour for field personnel and \$141 per hour for engineering personnel.
- C. Charges for additional OWNER's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

## **1.7 PROTECTION OF WORK**

- A. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect the work against damage or injury from the weather, and when work is permitted during freezing weather, CONTRACTOR shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

## **1.8 FIRE PROTECTION**

- A. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Burning of debris is not permitted on the project site.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR shall immediately alert the local Fire Marshal, the ENGINEER, and the OWNER of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the OWNER of the tank or device to prevent the occurrence of fire or explosion.
- C. Fire protection alarm and detection systems shall comply with the Michigan International Building Code 2009 and NFPA standards.
- D. Hydrants must be maintained in service and operational during all phases of work.
- E. Storage area for construction materials must not interfere with fire/emergency site access.
- F. All material demolished from site should not be stored on location.

## **1.9 CHEMICALS**

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.
- B. Provide OWNER with material safety data sheets (MSDS) for all chemicals.

## **1.10 FIRST AID FACILITIES AND ACCIDENTS**

- A. First Aid Facilities
  - 1. The CONTRACTOR shall provide at the site such equipment and facilities as are necessary to supply first aid to any of CONTRACTOR's personnel who may be injured in connection with the work.
- B. Accidents
  - 1. The CONTRACTOR shall promptly report, in writing, to the ENGINEER and OWNER all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
  - 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the OWNER and the ENGINEER.
  - 3. If any claim is made by anyone against the CONTRACTOR or a Subcontractor on account of any accidents, the CONTRACTOR shall promptly report the facts, in writing, to the ENGINEER and OWNER, giving full details of the claim.

## **1.11 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR**

- A. During the progress of the work, other CONTRACTORS may be engaged in performing other work or may be awarded other Contracts for additional work on this project and/or on this site. In that event, the CONTRACTOR shall coordinate the work to be done hereunder with the work of such other CONTRACTORS and the CONTRACTOR shall fully cooperate with such other CONTRACTORS and carefully fit its own work to that provided under other Contracts as may be directed by the OWNER. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR.
- B. If the OWNER shall determine that the CONTRACTOR is failing to coordinate this work with the work of the other CONTRACTORS as the OWNER directed, then the OWNER shall have the right to withhold any payments otherwise due hereunder until the CONTRACTOR completely complies with the OWNER's directions.
- C. If the CONTRACTOR notifies the OWNER in writing that another CONTRACTOR is failing to coordinate his work with the work of this Contract as directed, the OWNER will promptly investigate the charge. If the OWNER finds it to be true, he will promptly issue such directions to the other CONTRACTOR with respect thereto as the situation may require. The OWNER, the ENGINEER, nor any of their agents shall not, however, be liable for any damages suffered by the CONTRACTOR by reason of the other CONTRACTOR's failure to promptly comply with the directions so issued by the OWNER,

or by reason of another CONTRACTOR's default in performance, it being understood that the OWNER does not guarantee the responsibility or continued efficiency of any CONTRACTOR.

- D. The CONTRACTOR shall indemnify and hold the OWNER and the ENGINEER harmless from any and all claims of judgments for damages and from costs and expenses to which the OWNER may be subjected or which it may suffer or incur by reason of the CONTRACTOR's failure to comply with the OWNER's directions promptly.
- E. Should the CONTRACTOR sustain any damage through any act or omission of any other CONTRACTOR having a Contract with the OWNER for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the CONTRACTOR shall have no claim against the OWNER or the ENGINEER for such damage, but shall have a right to recover such damage from the other CONTRACTOR.
- F. Should any other CONTRACTOR having or who shall hereafter have a Contract with the OWNER for the performance of work upon the site sustain any damage through any act or omission of the CONTRACTOR hereunder or through any act or omission of any Subcontractor of the CONTRACTOR, the CONTRACTOR agrees to reimburse such other CONTRACTOR for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the OWNER shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the OWNER harmless from all such claims.
- G. The OWNER's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

#### **1.12 LIMITS OF WORK AREA**

- A. The CONTRACTOR shall confine the construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the OWNER, shall be used only with the OWNER's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the OWNER's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

#### **1.13 WEATHER CONDITIONS**

- A. No work shall be done when the weather is unsuitable. The CONTRACTOR shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The OWNER reserves the right to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the Project. The CONTRACTOR shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the OWNER for damage to the work from weather elements.



**1.14 USE OF FACILITIES BEFORE COMPLETION**

NOT USED

**1.15 DELIVERY, STORAGE, AND HANDLING**

- A. All materials, supplies and equipment, whether furnished by the CONTRACTOR or by the OWNER, shall be delivered, stored and handled as to prevent the inclusion of foreign materials and/or damage by water, sun, freezing, breakage or other causes. The ENGINEER may require the CONTRACTOR to provide an enclosed storage shed for the storage of the above mentioned materials, supplies and equipment. Packaged materials shall be delivered in the original unopened containers and shall be stored until ready for use. All materials which have been stored shall meet the requirements of the Specifications at the time they are used in the project.

**PART 2 – PRODUCTS**

(NOT USED)

**PART 3 – EXECUTION**

(NOT USED)

END OF SECTION

## SECTION 01140

### WORK RESTRICTIONS

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Buhr Park - The proposed pool liner installations in the main pool and tot pool are intended to be completed during the autumn months after Labor Day 2014, when the pool facility is closed for the season and is essentially unoccupied. The CONTRACTOR shall complete the contract work within the time period indicated in the contract documents such that construction is complete before the end of the year.
- B. Fuller Park - The proposed pool liner installation is intended to be completed during the autumn months after Labor Day 2015. The CONTRACTOR may elect to complete the Fuller work in conjunction with Buhr in the fall of 2014, or separately in the fall of 2015. However, if both are performed concurrently, under no circumstances shall his work extend beyond May 15, 2015.
- C. The CONTRACTOR has the option of providing temporary facilities that can eliminate a constraint, provided it is done without cost to the OWNER and provided that all requirements of these Specifications are fulfilled. Work not specifically covered in the following paragraphs may, in general, be done at any time during the contract period, subject to the operating requirements and constraints, and construction requirements outlined hereinafter. All references to days in this Section shall be consecutive calendar days.

##### **1.2 GENERAL CONSTRAINTS**

- A. The CONTRACTOR shall schedule the Work such that delivery, service and emergency vehicle access is maintained to the facility buildings such that required facility maintenance operations can continue during the construction period except during approved process interruptions. These interruptions shall be coordinated with the OWNER beforehand.
- B. The CONTRACTOR shall coordinate with the OWNER beforehand any activities that would temporarily impact facility access, security, or ongoing facility operations such as removal of fencing, or extended occupation of parking areas, walkways, or lawn areas.
- C. After any damage to the existing facilities by the CONTRACTOR's Work that, in the opinion of the OWNER, constitutes an emergency, the CONTRACTOR shall be immediately available and provide immediate services for the repair of damage and mitigation of the emergency.

##### **1.3 GENERAL REQUIREMENTS**

- A. Access to Facility Building and Parking Areas
  - 1. An unobstructed traffic route shall be maintained at all times for the commuters and the OWNER's operations personnel and maintenance equipment and persons involved in facility programs to parking areas.

B. Materials and Equipment Deliveries

1. An unobstructed traffic route shall be maintained at all times for the OWNER's operations personnel, maintenance equipment, and delivery vehicles.

**1.4 SPECIFIC OPERATIONAL CONSTRAINTS**

- A. The General CONTRACTOR shall take all necessary measures to protect the exterior building masonry, doors and windows, and all facility equipment, fixtures and appurtenances from damage during construction activities. The costs of said protective measures shall be incidental to project costs.

END OF SECTION

## **SECTION 01210**

### **ALLOWANCES**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Cash Allowances

##### **1.2 DEFINITIONS**

- A. Cash Allowance: A monetary sum that includes, as part of the Contract Price, the associated costs and requirements to complete the specified allowance.

##### **1.3 SUBMITTALS**

- A. Submit detailed invoices to indicate the work performed or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

##### **1.4 OWNER'S INSTRUCTIONS**

- A. At the earliest feasible date after contract award the CONTRACTOR shall notify all utility companies and begin coordination efforts in order to avoid delay in performance of the work.
- B. Use allowances only as directed for OWNER's purposes, and only by Change Orders which designate amounts to be charged to the allowance.
- C. If the actual price for the specified allowance is more or less than the stated allowance, the Contract Price shall be adjusted accordingly by Change Order. The adjustment in Contract Price shall be made in accordance with the General Conditions.
- D. At project closeout, any amounts remaining in allowances will be credited to OWNER by Change Order.

#### **PART 2 - PRODUCTS**

NOT USED

#### **PART 3 - EXECUTION**

##### **3.1 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

##### **3.2 CASH ALLOWANCE FOR MISCELLANEOUS REPAIRS, PERMITS AND INSPECTION FEES**

- A. Buhr Park - A cash allowance of \$15,000 shall be included in the Contract Price for miscellaneous repairs, permits and County inspection fees, as directed by the City. All administrative work and coordination between the CONTRACTOR and City shall be considered incidental to the Contract.

BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS

- B. Fuller Park - A cash allowance of \$15,000 shall be included in the Contract Price for miscellaneous repairs, permits and County inspection fees, as directed by the City. All administrative work and coordination between the CONTRACTOR and City shall be considered incidental to the Contract.

END OF SECTION

## SECTION 01330

### SUMITTAL PROCEDURES

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Submittal Procedures
- B. Certifications
- C. Shop Drawings
- D. Product Data
- E. Samples
- F. Manufacturers' Instructions
- G. Manufacturers' Field Reports
- H. Construction Schedule
- I. Submittal Schedule

##### **1.2 SUBMITTAL PROCEDURES**

- A. Package each submittal appropriately for shipping and handling. This shall include an index either on the transmittal or within the submittal itself. Transmit each submittal from CONTRACTOR to ENGINEER using a transmittal form. Submittals received from sources other than CONTRACTOR will be returned without action. Use separate transmittals for items from different specification sections. Number each submittal consecutively. Resubmittals should have the same number as the original, plus a letter designation for each Resubmittal (i.e. 7-A, 7-B, etc.)
- B. Indicate on the transmittal relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include CONTRACTOR's certification that information complies with Contract Document requirements. On Resubmittal, all changes shall be clearly identified for ease of review. Resubmittals shall be reviewed for the clearly identified changes only. Any changes not clearly identified will not be reviewed and original submittal shall govern.
- C. Include the following information on the label for processing and recording action taken.
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of ENGINEER.
  - 4. Name and address of CONTRACTOR.

5. Name and address of subcontractor.
  6. Name and address of supplier.
  7. Name of manufacturer.
  8. Number and title of appropriate specification sections.
  9. Drawing number and detail references, as appropriate.
- D. Schedule submittals to expedite the Project, and deliver to ENGINEER at business address. Coordinate submission of related items. Coordinate related activities that require sequential activity.
  - E. Review and approve Shop Drawings, project data, and samples before submitting them.
  - F. Verify field measurements, field construction criteria, catalog numbers, and similar data. Indicate on the submission exactly what was verified.
  - G. Any markings done by CONTRACTOR shall be done in a color other than red. Red is reserved for ENGINEER's marking.
  - H. The number of copies to be submitted will be determined at the pre-construction conference. Reproducible may be submitted and will be marked and returned to CONTRACTOR. Blue or black line prints shall be submitted in sufficient quantity for distribution to ENGINEER and OWNER recipients.
  - I. Coordinate each submittal with the requirements of the Contract Documents.
  - J. Provide space for CONTRACTOR and ENGINEER review stamps.
  - K. Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
  - L. Submit the number of copies that the CONTRACTOR requires, plus four copies that will be retained by the OWNER and ENGINEER.
  - M. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
  - N. No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of Shop Drawings, project data, or samples.
  - O. No extension of Contract time will be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of the work to permit processing.
  - P. ENGINEER reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  - Q. Do not install materials or equipment which requires submittals until the submittals are returned with ENGINEER's/OWNER's stamp and initials or signature indicating approval. The OWNER shall have final approval authority.

- R. CONTRACTOR's responsibility of errors, omissions, and deviations from requirements of Contract Documents in submittals is not relieved by the ENGINEER's review.
- S. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with requirements.
- T. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- U. Submittals not requested in conformance with this Specification will not be recognized or processed.
- V. Revise and resubmit as required, identify all changes made since the previous submittal.
- W. In the event that more than two re-submittals of any submittal are necessary to achieve conformance to the contract requirements, CONTRACTOR shall be charged for excess engineering. The OWNER shall deduct these charges from the CONTRACTOR's final payment. Charges will be \$115.00/hr. minimum 4 hours, for each additional submittal of an item. A tabulated record of such charges will be provided for the CONTRACTOR's review prior to the processing of the final payment.
- X. Submit new project data and samples when the initial submittal is returned disapproved.

### **1.3 CERTIFICATIONS**

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the CONTRACTOR to ENGINEER, in quantities specified for Product Data.
- B. Indicate that the material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results of the material or product, but must be acceptable to ENGINEER.

### **1.4 SHOP DRAWINGS**

- A. Shop Drawings: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with Paragraph 1.2 - Submittal Procedures.
- B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings.
- C. Standard manufactured items in the form of catalog work sheets showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, quantity, and all other pertinent information should be submitted and approved in a similar manner.
- D. Measurements given on Shop Drawings or standard catalog sheets, as established from Contract drawings and as approved by ENGINEER, shall be followed. When it is necessary to verify field measurements, they shall be checked and established by CONTRACTOR. The field measurements so established shall be followed by CONTRACTOR and by all affected trades.



## **1.5 PRODUCT DATA**

- A. Product Data: Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with Paragraph 1.2 - Submittal Procedures.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

## **1.6 SAMPLES**

- A. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers or materials, color range sets, and swatches showing color, texture, and pattern.
- B. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match ENGINEER's sample. Include the following:
  - 1. Generic description of the sample.
  - 2. Sample source.
  - 3. Product name or name of manufacturer.
  - 4. Compliance with recognized standards.
  - 5. Availability and delivery time.
- C. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- D. Preliminary Submittals: Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
  - 1. Preliminary Submittals will be reviewed and returned with ENGINEER's mark indicating selection and other action.
- E. Unless noncompliance with Contract Document provisions is observed the submittal may serve as the final submittal.
- F. Sample sets may be used to obtain final acceptance of the construction associated with each set.

## **1.7 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for care and maintenance of installed products, to ENGINEER for delivery to OWNER in quantities specified for Product Data.

## **1.8 CONSTRUCTION SCHEDULE**

- A. CONTRACTOR shall submit a schedule of construction activities at the pre-construction meeting to the OWNER and ENGINEER for their review and approval
- B. Schedule Updating: Provide an updated construction schedule at each progress meeting. Copies of the updated schedule shall be prepared for all attendees.

## **1.9 SUBMITTAL SCHEDULE**

NOT USED

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

### **3.1 ENGINEER'S ACTION**

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, ENGINEER will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is CONTRACTOR's responsibility.
- B. Action Stamp: ENGINEER will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
  - 1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken" that part of the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; final acceptance will depend upon the compliance.
  - 2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted" that part of the work covered by the submittal may proceed, provided it complies with notation or correction on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - 3. Returned for Resubmittal: When submittal is marked "Rejected" or "Revise and Resubmit" do not proceed with the part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - a. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at site, or elsewhere where work is in progress.
  - 4. Additional Information Needed: When submittal is marked "Submit Specified Item" CONTRACTOR shall submit requested information.

5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Acknowledge Receipt".
6. The approval of ENGINEER shall not relieve CONTRACTOR of responsibility for errors on Drawings or submittals as ENGINEER's checking is intended to cover compliance with Drawings and Specifications and not enter into every detail of the shop work.

END OF SECTION

## **SECTION 01450**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Quality Control and Control of Installation
- B. References
- C. Testing and Inspection Services
- D. Manufacturers' Field Services

##### **1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. All materials and equipment shall be new, unless otherwise noted.

##### **1.3 REFERENCES**

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the ENGINEER before proceeding.
- C. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the ENGINEER shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.4 TESTING AND INSPECTION SERVICES

- A. CONTRACTOR shall be responsible for providing, paying for, coordinating and scheduling the services of a testing firm (acceptable to OWNER, and approved by ENGINEER) to perform all testing and related tasks.
- B. The firm will perform tests, inspections and other services specified in individual specification sections and as required by the ENGINEER.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the ENGINEER or the OWNER.
- D. Reports will be submitted by the testing firm to the ENGINEER and CONTRACTOR, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. CONTRACTOR shall coordinate with ENGINEER and/or OWNER; cooperate and coordinate with firm; furnish samples of materials, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify ENGINEER and testing firm a minimum of 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with testing firm and pay for additional samples and tests required for CONTRACTOR's use.
- F. Documentation of material certification by a testing firm shall be provided by the CONTRACTOR for the testing listed below. Any additional required by the Contract Documents beyond what is listed, shall be provided by the CONTRACTOR.
  - 1. PVC Liner Membrane:
    - a. Pre-Award Material Chlorine Testing for the material to actually be employed on the project. (Refer to Section 07800, Part 1.03, F).
    - b. UV Testing Pre-Certification. (Refer to Section 07800, Part 1.03, G). CONTRACTOR shall provide certification that test results from a testing lab for the material to actually be employed on the project, before beginning the liner installation.
- G. Testing and employment of testing agency or laboratory shall not relieve CONTRACTOR of obligation to perform Work in accordance with requirements of Contract Documents.
- H. A testing firm, on instructions by the ENGINEER, shall perform re-testing or re-inspection required because of non-conformance to specified requirements. Payment for re-testing or re-inspection will be the responsibility of the CONTRACTOR.
- I. Clean water testing for the pool shall be completed as identified below.
  - 1. Clean water testing shall be conducted as follows:
    - a. Structures shall be completely filled with clean water.

- b. Clean water shall stand for a period of 24 hours, minimum. Restore water level and let stand for an additional 24 hour period.
- c. Water elevation during the next 48 hour period will be monitored to determine the volumetric rate of change in the structure. The 48 hour period may be shortened at the discretion of the ENGINEER and OWNER.
- d. Visual inspections will be made for evidence of any leaks.
- e. Provide dye and conduct dye testing if necessary to help identify leaks.
- f. At the end of the monitoring period, if leakage is suspected, the structures shall be completely drained and visually inspected for evidence of leakage.
- g. Leaks shall be repaired to the satisfaction of the OWNER and ENGINEER.
- h. Major leaks may require rerun(s) of the water test at the discretion of the OWNER and ENGINEER until the leaks have been demonstrated to have been effectively repaired. Costs of water for rerun of tests will be the responsibility of the CONTRACTOR.
- i. All clean water testing shall be coordinated with the OWNER and ENGINEER.

(a) The following additional information pertains to the clean water testing.

- 2. The OWNER will drain and fill the pools during testing. CONTRACTOR shall coordinate with OWNER.

J. Agency Responsibilities:

- 1. Provide qualified personnel at site. Cooperate with ENGINEER and CONTRACTOR in performance of services.
- 2. Perform specified sampling and testing of products in accordance with specified standards.
- 3. Promptly notify ENGINEER and CONTRACTOR of observed irregularities or non-conformance of Work or products.
- 4. Perform additional tests required by ENGINEER.

K. Agency Reports: After each test, promptly submit two copies of report to ENGINEER and to CONTRACTOR. When requested by ENGINEER, provide interpretation of test results. Include the following:

- 1. Date issued.
- 2. Project title and number.

3. Name of Technician.
  4. Date and time of sampling or inspection.
  5. Identification of product and specifications section.
  6. Location in the Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- L. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  3. Agency or laboratory may not assume any duties of CONTRACTOR.
  4. Agency or laboratory has no authority to stop the Work.

## **1.5 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and related efforts, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

## **PART 2 - PRODUCTS**

(Refer to Section 07800).

## **PART 3 - EXECUTION**

(Refer to Section 07800).

END OF SECTION

**SECTION 01500**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES:**

- A. Temporary Utilities
  - 1. Temporary Electricity
  - 2. Temporary Lighting for Construction Purposes
  - 3. Internet Service
  - 4. Temporary Water Service
  - 5. Temporary Sanitary Facilities
- B. Construction Facilities
  - 1. Field offices and sheds.
- C. Temporary Controls
  - 1. Dust Control
  - 2. Barriers
  - 3. Protection of the Work
  - 4. Security Measures
  - 5. Water Control
- D. Removal of utilities, facilities, and controls.

**1.2 TEMPORARY ELECTRICITY**

- A. CONTRACTOR shall provide a portable electric generator, extension cords, and any other appurtenances required for his construction operations. Power from the existing facility will not be available.

**1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. While it is anticipated that all construction activities will be performed during daylight hours, the CONTRACTOR shall provide any temporary lighting that may be required for contingencies, or for interior applications where existing lighting are not adequate.

**1.4 INTERNET SERVICE**

NOT USED



## **1.5 TEMPORARY WATER SERVICE**

- A. Water is available at the construction site. CONTRACTOR shall make arrangements with the OWNER to have water available.
- B. If the construction operations, apart from pool filling, require significant water use, as determined by the OWNER or ENGINEER, the CONTRACTOR shall install a backflow preventer with meter at the source prior to use. The CONTRACTOR shall pay a deposit of \$1000 for the backflow preventer/meter unit, to be obtained from the City of Ann Arbor Customer Service Department (located on the first floor of City Hall, 301 E. Huron St., Ann Arbor, MI 48104). Water charges will be subtracted from the deposit amount, and the balance returned to the CONTRACTOR upon return of the backflow/preventer meter unit. Additional water usage beyond this amount must be paid at the time of return.

## **1.6 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at the time of project mobilization. Provide chemical toilets and provisions for replacement of chemicals and disposal of wastes for the duration of the Contract.

## **1.7 FIELD OFFICES AND SHEDS**

- A. Prepare a Drawing for submittal and approval showing construction facility layouts including temporary facilities, storage areas, parking, construction work and other related activities.
- B. The ENGINEER does not require a field office. The use of storage shed for construction operations is not anticipated. The CONTRACTOR shall seek approval from the OWNER and ENGINEER for any temporary, on-site storage facilities the CONTRACTOR may think necessary.

## **1.8 DUST CONTROL**

- A. No dust migration off site shall be permitted.

## **1.9 BARRIERS**

- A. Provide barriers to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plant life designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

## **1.10 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped areas.

**1.11 WATER CONTROL**

NOT USED

**1.12 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, and prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01550

### VEHICULAR ACCESS AND PARKING

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Vehicular Access
- B. Security
- C. Parking Areas

##### **1.2 DESCRIPTION**

- A. Use of Existing Access Roads/Drives:
  - 1. CONTRACTOR will be allowed to use OWNER's existing roads/drives upon obtaining OWNER's written permission.
  - 2. Prevent interference with traffic on existing roads, drives and parking areas. At all times, keep access roads and entrances serving the Site clear and available to OWNER, OWNER's employees, chemical deliveries, emergency vehicles, and other CONTRACTORS. Do not use these areas for parking or storage of materials.
  - 3. CONTRACTOR shall indemnify and hold harmless OWNER from expenses caused by CONTRACTOR's operations over existing roads and parking areas.
  - 4. Schedule deliveries to minimize use of driveways and entrances.

##### **1.3 SITE ACCESS**

- A. CONTRACTOR shall access the site via the main entrance roads and existing facility maintenance gates.

##### **1.4 SECURITY**

- A. The CONTRACTOR shall abide by and implement all site security measures in use by the City.
- B. CONTRACTOR's security procedures shall include but shall not be limited to:
  - 1. Maintain daily log of personnel on site.
- C. Use of OWNER's security measures does not relieve CONTRACTOR of its responsibility to secure its own working spaces and materials.

##### **1.5 CONTRACTOR PARKING**

- A. CONTRACTOR personnel and subcontractor personnel shall park in areas designated by the OWNER.

- B. Disruption to the neighborhood (idling engines, radios, lights, etc.) before or after approved construction hours is prohibited.

#### **1.6 MAINTENANCE OF ACCESS**

- A. CONTRACTOR shall maintain driveway and parking to continuously provide access for OWNER vehicles, deliveries for OWNER, emergency vehicles, and parking areas for OWNER's personnel and commuters.
- B. Public roads shall be passable at all times and no parking which disrupts traffic is permitted.
- C. Clean paved roads, driveways and parking areas over which CONTRACTOR's vehicles travel. Cleaning shall be done as required or as directed by ENGINEER. Areas to be cleaned include:
  - 1. Pavement, including driveways and parking areas, within the Pool site limits.

#### **1.7 RESTORATION**

- A. Restore to pre-construction conditions existing roads, walks, and parking areas damaged by CONTRACTOR, subject to approval of OWNER of roads, walks, and parking areas.

#### **PART 2 - PRODUCTS**

NOT USED

#### **PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01740

### CLEANING AND WASTE MANAGEMENT

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

##### **1.2 GENERAL**

- A. Execute cleaning, during progress of the Work, and at completion of the Work.
- B. Adequate periodic cleaning will be a condition for recommendation of progress payments.
- C. Waste Disposal
  - 1. Properly dispose all waste materials, surplus materials, debris, and rubbish off the Project Site.
  - 2. Provide suitable containers for storage of waste materials and debris.
  - 3. Do not burn or bury rubbish and waste materials on the Project Site.
  - 4. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 5. Do not discharge wastes into streams or waterways.
  - 6. Comply with all federal, state, and local anti-pollution laws, ordinances, codes, and regulations when disposing waste materials, debris, and rubbish.
- D. Work shall include, but not be limited to:
  - 1. Protection of pool, tiles, Marcite and decking.
  - 2. Protection of all appurtenances including but not limited to: ladders, lights, jet nozzles, troughs and drains.
  - 3. Preventing construction waste and debris from washing down drains.

##### **1.3 PROGRESS CLEANING**

- A. CONTRACTOR shall periodically clean the work site at least once weekly
- B. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
- C. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
- D. Remove debris from concealed spaces before enclosing the space.

- E. Thoroughly clean pool surface before applying adhesives for fleece or liner installation or other finishing materials.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

#### **1.4 FINAL CLEANING**

- A. Complete the following cleaning and waste-removal operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - 1. Clean and remove from the Project rubbish, waste material, debris, and other foreign substances.
  - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - 3. Hose clean sidewalks and loading areas.
  - 4. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to minimum condition specified.
  - 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of spatter, grease, stains, fingerprints, films, and similar foreign substances.
  - 6. Remove tags and labels that are not permanent.
  - 7. Touch up and otherwise repair and restore chipped, scratched, dented, or otherwise marred surfaces to specified finish and match adjacent surfaces.
- B. Maintain the cleaning until OWNER occupies the Project or portion thereof.
- C. Leave Project clean and in a neat and orderly condition satisfactory to ENGINEER.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 01770

### CLOSEOUT PROCEDURES

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Substantial Completion
- B. Final Inspection
- C. Request for Final Payment

##### **1.2 SUBSTANTIAL COMPLETION**

- A. The project shall not be considered substantially complete until the County Health Department completes their inspection in the spring and authorizes acceptance of the pool. Retainage will be held until this time.
- B. Before requesting inspection for Certification of Substantial completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract price.
  - 2. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
  - 3. Advise OWNER of pending insurance changeover requirements.
  - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 5. Obtain and submit releases enabling OWNER unrestricted use of the work and access to services and utilities; include permits, certificates, County Health Department inspections, and similar releases.
  - 6. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- C. Inspection Procedures: On receipt of a request for inspection, ENGINEER will either proceed with inspection or advise CONTRACTOR of unfilled requirements.
  - 1. ENGINEER will prepare the Certificate of Substantial Completion following inspection, or advise CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
  - 2. ENGINEER will repeat inspection when requested and assured that the work has been substantially completed.
  - 3. Results of completed inspection will be the basis of requirements for final acceptance.



4. Date of Substantial Completion will begin the warranty period unless noted otherwise.

### **1.3 FINAL ACCEPTANCE**

- A. Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Price.
  3. Submit a copy of ENGINEER's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance. The list shall be endorsed and dated by the ENGINEER.
  4. Submit consent of surety to final payment.
  5. Submit a final liquidated damages settlement statement.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  7. Submit record drawings, damage or settlement survey, and similar final record information.
  8. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  9. Complete final cleaning in accordance with Section 01740, Cleaning and Waste Management.
- B. Reinspection Procedure: the ENGINEER will inspect the work upon receipt of notice that work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the ENGINEER.
  1. Upon completion of reinspection, the ENGINEER will prepare a certificate of final acceptance, or advise the CONTRACTOR of work that is incomplete, or of obligations that have not been fulfilled yet and which are required for final acceptance.
  2. If necessary, reinspection will be repeated.

### **1.4 REQUEST FOR FINAL PAYMENT**

- A. Submit request for final payment in accordance with the Agreement and General Conditions.
- B. Request for final payment shall include:
  1. AIA Documents.

2. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.
3. Releases or Waivers of Lien Rights:
  - a. When submitting releases or waivers of Lien rights, provide release or waiver by CONTRACTOR and each Subcontractor and Supplier that provided CONTRACTOR with labor, material, or equipment.
  - b. Provide list of Subcontractors and Suppliers for which release or waiver of Lien is required.
  - c. Each release or waiver of Lien shall be signed by an authorized representative of entity submitting release or waiver to CONTRACTOR, and shall include Subcontractor's or Supplier's corporate seal if applicable.
  - d. Release or waiver of Lien may be conditional upon receipt of final payment.
4. Consent of Surety.
5. Documentation that all punch list items are complete.
6. Warranties.
7. Operation and Maintenance Manuals.
8. Record Drawings being maintained by the CONTRACTOR.

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

NOT USED

END OF SECTION

**SECTION 01780**

**CLOSEOUT SUBMITTALS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Project Record Documents
- B. Warranties and Bonds

**1.2 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one clean, undamaged set of the following record documents; record actual revisions to the Work:
  - 1. Specifications.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
  - 4. Reviewed Shop Drawings, Product Data, and Samples.
  - 5. Manufacturer's instruction product care and maintenance.
- B. Ensure entries are complete and accurate, enabling future reference by OWNER.
- C. Store record documents separate from documents used for construction.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract drawings.
- F. Indicate the date of revisions to the plans in the appropriate box on the plans.
- G. Submit documents to ENGINEER with claim for final Application for Payment.

### **1.3 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers. All warranties shall begin at the Date of Substantial Completion, or at the date of acceptance by the OWNER, whichever is later.
- B. Execute and assemble all transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers into one binder.
- C. Verify that documents are in proper form, contain full information, and are notarized. Manufacturer's warranties shall be in the name of the OWNER.
- D. Provide Table of Contents and assemble in three-ring binders with durable plastic cover.
- E. Submit prior to Final Application for Payment.
- F. Time of submittals:
  - 1. Make warranty submittal within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.
- G. Rejection of Warranties: OWNER reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

### **PART 2 - PRODUCTS**

NOT USED

### **PART 3 - EXECUTION**

NOT USED

END OF SECTION

## SECTION 13150

### ADHERED PVC SWIMMING POOL LINING SYSTEM

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. The following specification is for a 15 year warranted, UV and Chemical Stabilized 60 mil thick (70 mil with embossing) polyester scrim reinforced, PVC pool renovation membrane with special components providing maximal UV and chlorine resistance, with acrylic stain guard topcoat and is based upon a performance specification. This specification is presented to establish and to define the installation technique, material quality and experience levels required to perform the required work.
- B. The individual components and installation criteria described below consists of a complete polyester webbing reinforced PVC membrane lining to be installed in accordance with these specifications. Material rolls of reinforced PVC membrane shall be custom fit and fuse welded together using Leister hot air hand welders and machine welders (or approved equal). Termination of the PVC system shall occur as indicated in Manufacturer's specifications. Upon completion, the pool lining system shall provide a waterproof lining of the existing pool over the poly felt complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable State pool codes. All existing pool markings inside the liner zone shall be replaced with full markings in accordance with state code.
- C. NOTE: THE REQUIRED MATERIAL IS SPECIFIED IN 13150, PART II, SECTION 2.2. NO ALTERNATIVES WILL BE ACCEPTED.

##### **1.2 SUBMITTALS**

- A. Shop Drawings: Show fabrication and connection details for all connections to existing pool structure.
- B. Provide standard catalogue sheets and installation instructions for each item specified.
- C. Provide 2' x 2' samples of PVC Membrane for testing purposes, 10.5 oz. felt, PVC coated Stainless Steel, countersunk fastener to be employed at flanges, and marking samples and a 1'x 1' sample of the adhesive attaching the PVC to the Felt under layer. Also supply 4 - 2" x 2" PVC to felt samples for water testing of adhesive bond. Adhesive must hold felt to PVC to felt after a 24 hour water immersion test.
- D. Provide written documentation of project foreman certification.
- E. Contract Closeout Submittals:
  - 1. Provide Care and Maintenance Guide.
  - 2. Provide copy of the supplier's 15-year PVC material warranty. Warranty should completely cover the material against leakage, delaminating, bubbling, pitting, shearing, tearing, cracking or crazing or any material workmanship or defects. The warranty must include the above plus include a 15-year weld warranty on all PVC welding including targets, racing lanes and markings. In the event of failure of the lining system, the CONTRACTOR shall unconditionally repair or replace the damaged section.

### 1.3 QUALITY ASSURANCE

- A. Pool material supplier and the actual pool membrane manufacturer shall have both been engaged in the manufacture of PVC membranes for use in Swimming Pools for a minimum of ten years. Manufacturer shall employ only 100% virgin vinyl throughout the manufacturing process. All PVC membrane components shall be from the same manufacturer to assure compatibility of components and weld ability over time. Products manufactured using recycled materials shall not be allowed.
- B. CONTRACTOR must demonstrate a minimum of 5 exterior pools in northern climates of similar size installed by its staff utilizing site built reinforced PVC membrane materials.
- C. The foreman provided by the installer shall be certified competent in installing PVC membrane materials by the membrane supplier and shall have a minimum of three (3) years' experience welding PVC membranes for pool applications.
- D. The foreman shall be on-site, full-time for all project activities.
- E. The bidder or shall provide enclosed with the bid a full listing of any and all lawsuits from any venue in the United States from any prior customers in which they have been sued by clients. This list is to be notarized and shall list all litigation initiated by clients against the CONTRACTOR regardless of whether such claims have been settled. Additionally, all bidders shall provide a full written release issued to the bidding agency allowing the bidding agency to discuss prior service and handling of warranty obligations with any prior clients regardless of any prior agreements to limit such discussions.
- F. Pre-Award Material Chlorine Testing. A 2' x 2' sample of the *actual material to be employed on the subject project* shall be provided for the purpose of testing prior to project award. Sample shall be subjected to a 24-hour chemical resistance test simulating extreme exposure to 100% powdered trichlor chlorine. A small 3" x 3" sample of all products submitted in accordance with these bid instructions shall be placed in a shallow plastic container with water and a ½ teaspoon of 100% trichlor in powder form shall be applied to the surface of each material and left undisturbed for a period of 24 hours. Fading, material condition and durability of the samples shall be evaluated by the OWNER and CONTRACTOR and shall be used in final evaluations. A sample of actual materials employed on the project may also be tested to confirm the material quality of products actually employed.
- G. UV Testing. An important consideration is extreme ultra-violet resistance of the primary PVC lining material. The CONTRACTOR shall provide test results of the *actual material to be employed on the subject project* having been subjected to a 4,000-hour Zenon Bulb UV durability accelerated weathering test. The test will have been conducted in a lab, demonstrated that the material has not been significantly negatively impacted (faded, checked, discolored, burned or deteriorated in any way) by this 4,000 hour Zenon Bulb accelerated weathering test.
- H. CONTRACTOR shall present in written form, a program of annual site visits to inspect and monitor on-going performance of the PVC liner and its installation, and costs for the inspections shall be included as part of their bid. The program shall include a list of items to be inspected, as well as a system of evaluating those items, and recommending responses for items needing attention and providing estimates for performing any non-warranty maintenance or repairs.
  - 1. Program shall be for two (2) years (the one year warranty period plus one additional year).

2. Visits shall take place in the spring, and no later than May 7, before filling of the pools.

#### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage. No hooks or forks shall be used for unloading. The CONTRACTOR shall perform unloading of all materials. Materials shall be stored in a flat, dry area in a manner that will not damage them. All materials provided are to be new and in unopened packaging.

#### **1.5 PROJECT SITE CONDITIONS**

- A. The CONTRACTOR to a level in accordance with the supplier's requirements shall prepare project site. All burrs and rough edges shall be ground smooth or covered, pits and voids shall be filled with a vinyl concrete patch compound. All working cracks, expansion joints or voids shall be isolated from the 10.5 oz. poly felt layer above by the installation of rigid stainless or plastic strips. All oil and tar must be removed from the pool or covered with appropriate isolation materials.

#### **1.6 WARRANTY**

- A. The flexible PVC membrane system shall be warranted by the supplier for workmanship, materials, and shall be specifically warranted to not delaminate, pit, crack, require additional sealing, tear, or become structurally unsuitable for its intended purpose for a period of 15 (fifteen) years. Additionally, the CONTRACTOR shall warrant against delaminating at all heat welds at seams and racing lanes for a period of 15 years. In the event the material should become unusable during this period, the manufacturer and installer agree to repair or replace the defective sections.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. The material manufacturer shall be RenoSys

#### **2.2 MATERIALS**

- A. All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer to assure identical formulations, weld compatibility, and to ascertain identical product molecular weights. An approximately .3-mil coating of stain guard acrylic top coating shall be factory applied as a topcoat to reduce soiling in the field and to make the liner easier to clean. Material shall possess an embossed standard slip resistance throughout the pool to provide slip resistance to pool bathers or as required by the OWNER, and an extra aggressive slip resistant material on steps, gutters and at zero depth entry areas to 2' deep. Material Specifications shall be provided meeting or exceeding the following Physical Properties of the specified system.

**RenoSys Infinity Series PVC Pool Membrane Typical Material Properties**

**Description:** Polyester reinforced PVC membrane Pool Renovation Membrane System. Available in two, easy to clean textures. 15-year, pro-rated warranty.

**Compound:** Maximal UV resistance, chlorine impervious PVC compounded for the pool environment. Product shall be compounded with permanent plasticizers, UV inhibitors, and antifungal agents and .3-mil acrylic soil resistant top coating.

**Reinforcement:** Non-wicking Polyester scrim fabric 1000 Denier yarn 9X9 per inch count.  
**Ref #:** #10233 S06760 60mil Pool Membrane (Infinity Series)

Property		Machine Direction Transverse Direction	Test Method	Result
<b>Thickness</b>				
<b>Break Strength</b>	<b>@ Yield (lbs in)</b>	<b>MD</b>	<b>ASTM D638</b>	<b>60 mil.</b>
	<b>@ Yield (lbs in)</b>	<b>TD</b>		<b>181</b>
	<b>@ Yield (lbs in)</b>	<b>MD</b>		<b>161</b>
	<b>@ Break (lbs in)</b>	<b>TD</b>		<b>117</b>
	<b>@ Break (lbs in)</b>	<b>MD</b>		<b>85</b>
	<b>@ Yield (lbs in)</b>	<b>TD</b>	<b>ASTM D751</b>	<b>418</b>
	<b>@ Yield (lbs in)</b>	<b>MD</b>		<b>328</b>
	<b>@ Break (lbs in)</b>	<b>TD</b>		<b>375</b>
	<b>@ Break (lbs in)</b>	<b>MD</b>		<b>345</b>
<b>Tear Resistance</b>	<b>(lbs)</b>	<b>MD</b>	<b>ASTM D1004</b>	<b>25.0</b>
		<b>TD</b>		<b>26.7</b>
<b>Cold Flex Resistance</b>	<b>1/8" Mandrel</b>		<b>ASTM D2136</b>	<b>Pass -50°C</b>
<b>% Dim. Stability</b>	<b>(1 hr 100 deg. C)</b>	<b>MD</b>	<b>ASTM D1004</b>	<b>-0.6%</b>
		<b>TD</b>		<b>+0.2%</b>
<b>Specific Gravity</b>			<b>ASTM D752</b>	<b>1.235</b>
<b>Water Resistance</b>	<b>% wt. change</b>		<b>ASTM D570</b>	<b>+0.5%</b>
<b>Puncture Resistance</b>	<b>(lbs)</b>		<b>ASTM D4833</b>	<b>123</b>
<b>Delamination Resistance</b>	<b>(lbs. in)</b>	<b>MD</b>		<b>12.0</b>
<b>UV Resistance</b>	<b>(% retained after exposure)</b>		<b>ASTM D4355</b>	<b>100</b>

**Testing Agency:** ASTM - American Society for Testing and Materials  
**Test Method Definitions:** MD - Machine Direction; TD - Transverse Direction

**2.3 SYSTEM COMPONENTS**

- A. Pool lining membrane shall be a flexible 60 mil PVC material fully UV stabilized and reinforced with a scrim consisting of a tightly woven polyester 9 x 9 thread spacing per inch, 1,000 denier thread for puncture resistance. The material colors shall be as follows: Color of walls and floor shall be light blue or white, as determined by the OWNER and or State requirements. Floor shall be light blue or white in color with stain guard acrylic topcoat protective coating and must be formulated using anti-fungal agents and manufactured specifically for use in the commercial swimming pool environment. An acrylic stain guard coating shall be a factory applied. Acrylic top coating is designed to make surface cleaning easier and to minimize soiling. The material shall be applied with the nonskid/textured side out as required by the OWNER in the floor area and on all gutter, step and zero-depth areas to provide slip resistance. All welds shall be accomplished with hot air welding. No solvent welding of PVC materials shall be allowed on this project. No double stick Mylar tapes are permitted under the liner on this project.



Seams shall be tacked, a continuous air entrapment weld shall be applied continuous on all welds, and then a minimum 3/4" wide weld shall be installed. No burning of the material shall be permitted.

- B. Racing lanes, targets and marking strips shall be provided by the supplier and colored black. All markings shall be as per local pool code requirements. CONTRACTOR is responsible to ensure that racing lanes, targets, marking strips, text or other markings shall match those existing dimensionally and in location. If elected by the City, the logos shall be installed in the shallow sections of the pool, not in the competition lanes. Location of the logos shall be directed by the Engineer. The logos shall be 8-feet tall or as directed by the City.
- C. An anti-microbial product fully compatible with the PVC membrane shall be sprayed or rolled on under the felt material to discourage microbial growth under the system.
- D. Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to fully attach the Geotextile fabric to the pool walls and floors. NOTE: ENTIRE POOL LINER MEMBRANES AT BUHR AND FULLER PARKS, INCLUDING THE BUHR PARK TOT POOL, SHALL BE A FULLY ADHERED SYSTEM OVER POLY FELT. All poly felt is to be fully bonded to the pool. Additionally all PVC material employed on all pool surfaces shall be fully adhered as a condition of these specifications. Any adhesives that are water-soluble shall not be allowed under the scope of these bid documents to prevent the geotextile fabric from shifting under the membrane. PVC adhesive shall be further designed to be resistant to Plasticizer migration. Adhesive on project shall be water impermeable RenoBond or Nordot 34 only. It is the intention of the OWNER to have the CONTRACTOR provide a project where the PVC is fully adhered to the felt on all pool surfaces. No tacking of the PVC wall and floor sections to PVC metal strips is permitted.
- E. An under layer of 10.5 oz felt shall be installed fully adhered with the appropriate adhesive throughout the entire pool.
- F. PVC coated Stainless Steel metal or as required to make for a satisfactory installation termination. Galvanized PVC coated steel shall not be acceptable for use on this project.
- G. Trim poly felt and compress liner around perimeter as per Manufacturer requirements.
- H. Flanges at all penetrations shall be constructed of Type I Exterior grade Hard PVC Sheet and custom fabricated radii, and drilled as required for use at all membrane penetrations.
- I. Flanges will be custom fabricated to fit as close to existing pool fittings as is practical and possible based on substrate conditions around penetrations. Termination strips shall be installed to provide a neat, clean edge with a water-tight seal where the membrane meets the gutters. All bolts used to fasten any compression bar or termination strip shall be countersunk to allow for a flush installation. All metal fasteners employed shall be 316 Stainless steel.
- J. 4" to 6" wide Plastic or 304L Stainless Steel 25 gauge plate shall be installed over all active expansion joints and working cracks. Galv. Steel shall not be acceptable.
- K. Caulking shall be installed where required by installation details, and shall be Novagard Underwater Grade Caulk or prior approved equal. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams.

BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS

- L. Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and spare material as might be required. OWNER's agent is also to be trained in the proper method of repairing the membrane as a part of this installation.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Installation crew shall inspect the pool surface at the beginning of the project and shall advise OWNER as soon as practicable of any existing conditions which might affect the satisfactory installation of the pool membrane lining product.
- B. CONTRACTOR shall repair the pool surfaces as required for the satisfactory installation of the PVC liner, using the estimated quantities in the Bid Form.
- C. CONTRACTOR shall perform a leakage test on the pools prior to installing the new liner system. The purpose of this test is to eliminate the existing pool system as a possible source of leakage during liner testing after installation.

### **3.2 PREPARATION**

- A. The pool shall be prepared for the installation of the membrane in accordance with the supplier's technical data and these specifications.

### **3.3 INSTALLATION AND APPLICATIONS**

- A. Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The PVC membrane installation shall be completely supported by the structural walls in all respects. The material shall be completely supported by structural walls at all corners and wall/floor junctures before the pool is filled. Due to the inordinate stress induced at seams, and fittings by water pressure stretch fitting- in no case shall gaps, voids or spaces be allowed behind the membrane before water is added. The Buhr Park and Fuller Park main pools both have stainless steel "Swim-out" type gutter systems (similar to Bradford Gutter Systems style BGS-2), with Marcite finished masonry walls and floors, with tile targets and lane markers.
- B. The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project ENGINEER in advance of any actual work performed in the field.
- C. Perform work as follows:
  - 1. Prepare pool surface as per specifications and suppliers recommendations.
  - 2. Span any cracks or voids with Stainless Steel sheet 25 ga. or 1/8th inch hard plastic plate and pin in place with appropriate fasteners.
  - 3. Apply sanitizing agent.
  - 4. Apply adhesive to pool surfaces and attach 10.5 oz poly felt them. Trim at compression fittings.

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#### **BUHR PARK AND FULLER PARK POOL SURFACE IMPROVEMENTS**

5. Apply poly felt material throughout pool with water insoluble adhesives.
6. Install Stainless Steel coated PVC Steel where required.
7. Apply PVC membrane to pool as detailed in the specifications and approved shop drawings and overlap weld (allowing a 2" overlap) with a minimum 3/4" wide weld. All hand welding is to be performed with a Leister hot air welder. No Solvent welding, glue welding or THF Swell agent welding is permitted on this project. No voids at wall/floor junctures shall be permitted in this installation. No double stick tapes are permitted.
8. Provide PVC markings, targets, racing lanes, logo etc. as required and directed by OWNER and code. End Targets shall be fully bonded to the wall.
9. Attach Compression flanges and gaskets in accordance with supplier's recommendations. Bolt spacing shall not be greater than 3" O.C. All fastener heads shall be countersunk.
10. Prime and caulk the perimeter termination and wherever else required to make for a suitable and proper watertight fitting.
11. Inspect all seams in the pool with a roofing probe to ascertain that there are no false welds, pinholes or missed areas. Seal all seam edges with edge sealant.
12. Broom clean pool and surrounding deck area. Remove any marks or dirty spots. Remove all trash and debris to the OWNERS dumpster.
13. Provide a service and care session of approximately one hour with the OWNERS designated agent. Provide patch kit, care instructions in a written format, plus 100 square feet of color matched patch material.
14. Assist the OWNER with the initial filling of the pool and inspect the installation.
15. Perform the inspection program of annual visits for the specified number of years.

END OF SECTION

## SECTION 13151

### SWIMMING POOL MARCITE

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. The following specification is for the demolition of existing marcite (pool plaster) surfaces and the installation of a new marcite surface in swimming pools. This specification is presented to establish and to define the installation technique, material quality and experience levels required to perform the required work.
- B. Upon completion, the marcite shall provide a waterproof interior finish of the existing pool complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable State pool codes. All existing pool markings inside the marcite zone shall be replaced with full markings in accordance with state code.

##### **1.2 REFERENCES**

- A. Swimming pool marcite and bonding materials shall be designed and produced to comply with published standards and meet requirements of applicable portions of the most current editions of the following:
  - 1. ASTM: American Society of Testing Materials
  - 2. National Plasterers Council – Technical Manual, Fifth Edition

##### **1.3 SUBMITTALS**

- A. Manufacturer's installation and maintenance instructions for use of all products.
- B. Manufacturer's technical data and MSDS.
- C. Contractor shall prepare and submit a 12-inch square sample panel showing the proposed texture and color of the marcite. Finish marcite work shall match the approved sample.

##### **1.4 QUALITY ASSURANCE**

- A. CONTRACTOR must demonstrate a minimum of 6 to 7 exterior pools in northern climates of similar size installed by its staff utilizing marcite installation materials.
- B. The foreman provided by the installer shall be certified competent in installing marcite materials by the supplier and shall have a minimum of three (3) years' experience for marcite pool applications. The foreman shall be on-site, full-time for all project activities.
- C. CONTRACTOR shall present in written form, a program of annual site visits to inspect and monitor on-going performance of the marcite and its installation, and costs for the inspections shall be included as part of their bid. The program shall include a list of items to be inspected, as well as a system of evaluating those items, and recommending responses for items needing attention and providing estimates for performing any non-warranty maintenance or repairs.

1. Program shall be for two (2) years (the one year warranty period plus one additional year).
2. Visits shall take place in the spring, and no later than May 7, before filling of the pools.

## **1.5 DELIVERY, STORAGE AND HANDLING**

- A. All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage.

## **1.6 PROJECT CONDITIONS**

- A. Apply marcite only when ambient temperature is above 40° F and below 90° F.
- B. Do not install marcite during rain, and if rain commences after the installation has begun, immediately protect the marcite from rain by all means necessary until the marcite has set.
- C. Do not install marcite during wind over 10 mph, and if wind commences after the installation has begun, immediately protect the marcite from wind by all means necessary until the marcite has set.
- D. Protect applied marcite from rapid drying until curing is completed or pool is filled with water.

## **1.6 WARRANTY**

- A. The marcite installation shall be warranted for a period of one year. The warranty shall include but not be limited to:
  1. Debonding and Delamination: Occurs when there is a bond failure between the marcite coat and the underlying surface or between the bond coat and the underlying surface and the failure rises up and forms a delamination blister.
  2. Surface blisters and spalls: Occurs on the surface of the marcite coating where the coating is separated from the underlying marcite substrate matrix.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL DESCRIPTION**

- A. All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. Material Specifications shall be provided meeting or exceeding the following Physical Properties of the specified system.

### **2.2 MATERIALS**

- A. Marcite shall be a standard white marble pool plaster finish. Marcite mix shall consist of no less than one part cement material for every two parts of aggregate material by weight (1:2 cement/aggregate ratio) to no more than one part cement material for every 1.5 parts of aggregate material by weight (1:1.5 cement/aggregate ratio).

1. Portland Cement: ASTM C150, Type 1 White Portland Cement
  2. Hydrated Lime: ASTM C206, Type S
  3. Aggregate: Swimming pool aggregate shall conform to or exceed ASTM C-897 as manufactured by Georgia Marble Pool Aggregate, TXI Riverside Premium Pool Aggregate, or approved equal.
  4. Water: Clean, potable water from approved source.
- B. Bonding agent shall be Multicoat Scratch Kote 2000, or approved equal.

## **2.2 SYSTEM COMPONENTS**

- A. CONTRACTOR is responsible to ensure that racing lanes, targets, marking strips, text or other markings shall match those existing dimensionally and in location.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Installation crew shall inspect the pool surface at the beginning of the project and shall advise OWNER as soon as practicable of any existing conditions which might affect the satisfactory installation of the marcite product.

### **3.2 PREPARATION**

- A. Contractor shall assure that the concrete substrate that will be used for the application of the new marcite surface is clean and free of debris, loose material, staining or any other materials that might interfere with the new marcite surface coating's ability to mechanically bond to the substrate. The substrate shall be rough, coarse and porous enough to ensure that the new marcite surface coating can achieve a good mechanical bond to the substrate.
- B. The following procedures are considered acceptable practice in preparing the substrate:
1. Sandblast with water attachment for dust control or hydro-blast to remove all old plaster, loose material, rust, and stains down to the underlying cementitious surface. The Contractor shall ensure the final surface is sound and rough and then apply the bond coat in accordance with the manufacturer's recommended installation instructions.
  2. In lieu of sandblasting/hydro-blast, Contractor may strip off the old plaster surface with chipping hammers to the underlying cementitious surface. The Contractor shall ensure the final surface is sound and rough and then apply the bond coat in accordance with the manufacturer's recommended installation instructions.
- C. Contractor shall remove and dispose of all demolition material from the job site.
- D. All pool tile, including but not limited to, waterline/gutter tile, racing lane tile, wall target tile and toe ledge tile is to be retained and protected during the marcite installation. Undercut the tile by chipping out at least 2 inches below the tile line so that the new marcite surface will be flush with the existing tile. Contractor shall replace and repair any damaged or missing tile with tile of the same size, grade and color.

- E. Chip out a minimum of 2 inches around any pool fixtures, lights and appurtenances, as needed to provide for a flush surface around such fixtures.
- F. Contractor shall cover or temporarily plug all fittings, return lines and main drains to assure that they do not become plugged with demolition or cement material.
- G. All other hardware, machined surfaces, plates, or similar accessories shall be removed or protected during the marcite installation. Reinstall all removed items utilizing workers skilled in the trades involved.

### **3.3 INSTALLATION**

- A. Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The marcite installation shall be completely supported by the structural walls in all respects. The Buhr Park and Fuller Park main pools both have stainless steel "Swim-out" type gutter systems (similar to Bradford Gutter Systems style BGS-2), with Marcite finished masonry walls and floors, with tile targets and lane markers.
- B. The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project ENGINEER in advance of any actual work performed in the field.
- C. Prior to starting the installation of the marcite, the Contractor shall remove/blow out all dust from the final prepared surface.
- D. The finish coat of marcite shall conform to the following guidelines:
  - 1. Watertightness: The marcite material shall be hard troweled in a manner as to provide for a tight matrix between the cement and aggregate material particles to maximize its ability to hold water. In addition, a tight seal shall be created around all plumbing fixtures, light fixtures, tile and other transition materials.
  - 2. Smoothness: The marcite surface shall be troweled to be sufficiently smooth to the touch. Smooth is defined as no rougher than very fine sand paper (220 grit or finer).
  - 3. Levelness: The marcite surface shall be consistently level across the surface. Minor waviness can be expected with any hand-troweled surface but waviness shall not be excessive. Transitions between walls, coves, floor, tile, or around plumbing and light fixtures shall be smooth, uninterrupted and not obvious.
  - 4. Thickness: The marcite coat shall have a minimum thickness of 3/8" and a maximum thickness of 3/4". Exceptions are allowed for small areas of highs and lows spanning no more than several inches per occurrence.
  - 5. Maintainability: The marcite surface shall be consistently even, smooth and durable to discourage the adherence of algae and dirt and to allow for the long-term maintenance of the pool marcite surface.
  - 6. Contractor shall complete the final marcite application within a 24 hour time frame.

7. Contractor shall leave the pool and construction site broom-clean upon completion. All tile areas shall be wiped clean as needed.

### **3.4 CURING**

- A. The Contractor shall notify the Owner approximately one (1) day prior to completion of installation to allow time for the Owner to prepare to refill the pool. Contractor shall be responsible for assisting the Owner with the refilling by gradually filling the pool with water, preventing all damage to the new finished marcite surface and completing the refill within 36 hours. Contractor to follow the curing procedure below:
  1. After the marcite has sufficiently dried and before drying has proceeded to a damaging point, Contractor shall begin filling the pool with water.
  2. Contractor shall keep all dried marcite surfaces damp prior to and during the pool filling.
  3. Contractor shall coordinate with the Owner to ensure that the pool is continuously monitored while filling to prevent overflow.

### **3.5 CLEAN-UP**

- A. Upon completion of the marcite installation, remove all materials, equipment and debris related to the work. The job site shall be left in a clean and presentable condition.

END OF SECTION



**APPENDIX A**  
Photos of Buhr Park Main Pool

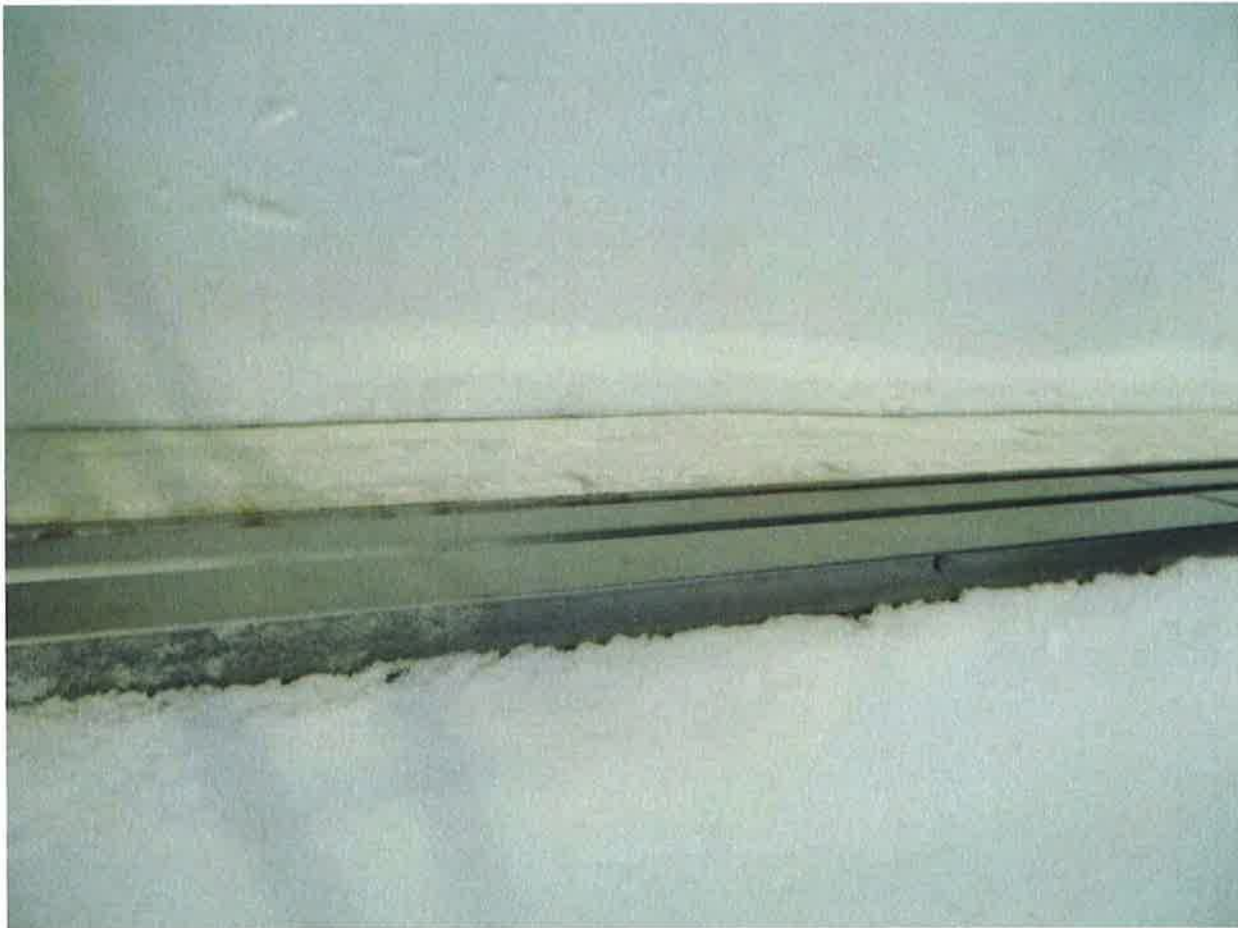
BUHR PARK MAIN POOL

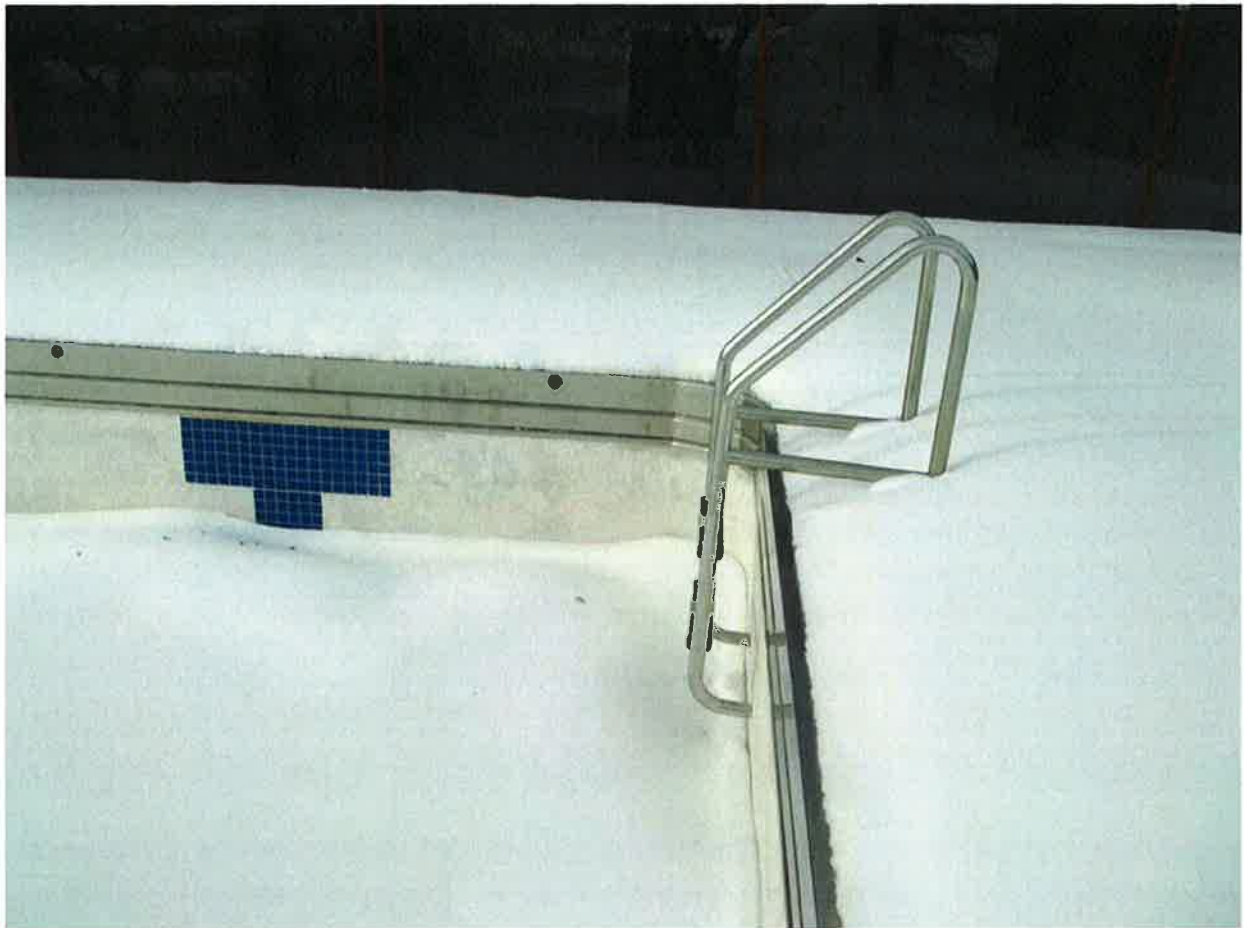












APPENDIX B  
Photos of Buhr Park Tot Pool



BUHR PARK TOT POOL



Google earth

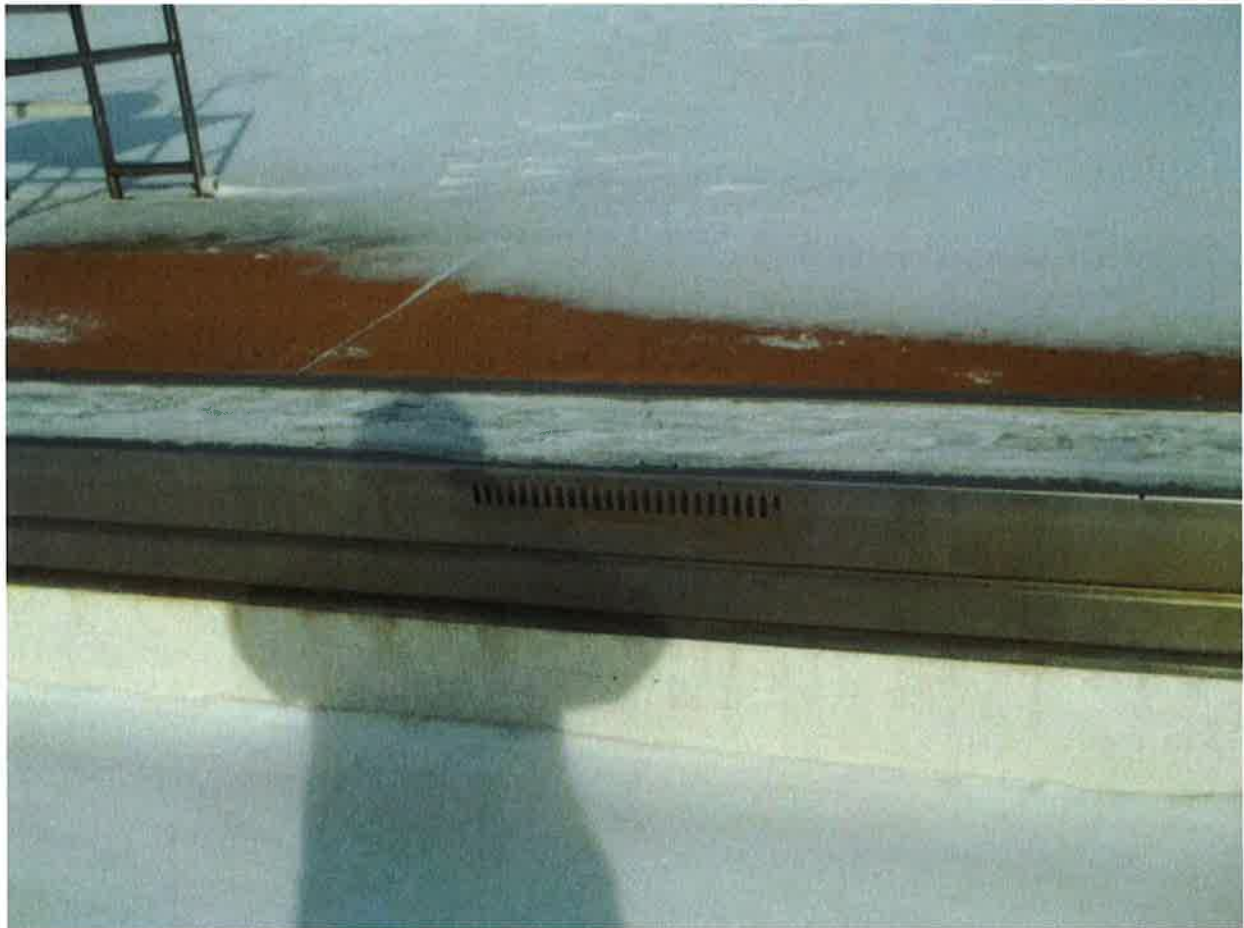




APPENDIX C  
Photos of Fuller Park Pool

FULLER PARK POOL



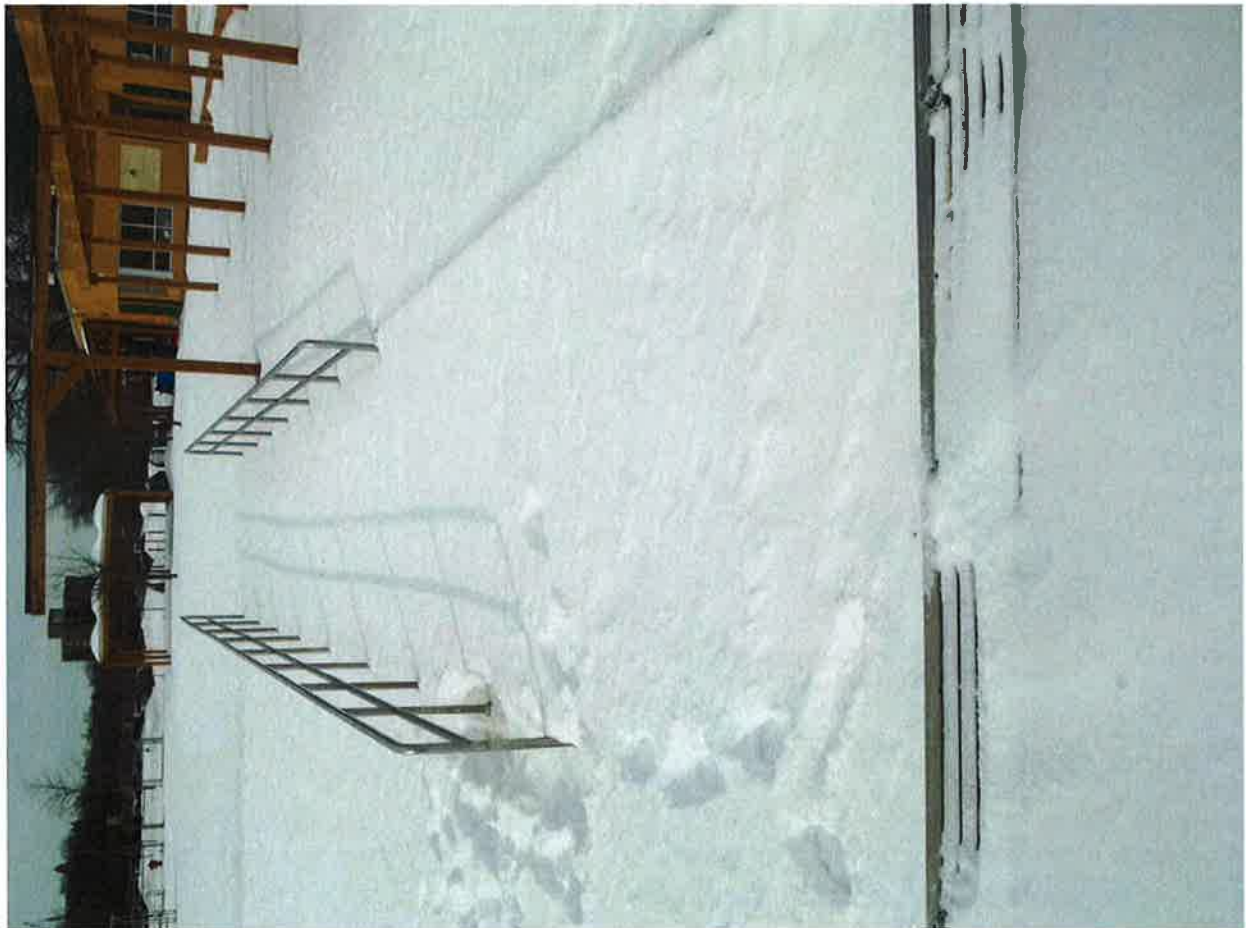


















## APPENDIX D

City of Ann Arbor Parks & Recreation Logo



# Parks & Recreation

CITY OF ANN ARBOR