

**Marshalltown Family Aquatic Center
Aquatic Center Pool Painting Project
Request for Proposal 7-7-2017**

The Marshalltown Parks & Recreation Department is looking for bids for the repainting of each of the following: Lazy River and Main Pool at the Marshalltown Family Aquatic Center. **We would like a separate price for each areas.** The project shall include the painting of areas listed below.

1. Entire Lazy River (Approximately 12,952 sq ft.)
Both floor and walls
2. Entire Main Pool (Approximately 12,842 sq ft.)
Both floor and walls

Include: red, yellow and other lines for new zero depth entry requirements (1 foot green, 2 foot yellow, 3 foot red) also black lines for the new under water float line requirement.

Include in the proposal slip resistance. Sand should be added to the intermediate coat from the zero entry to 3.5 ft, the top of the gutter and apron, and the top surface of the steps and benches, and then sealed with the finish coat.

Please submit your bid price for all of the projects listed above by **July 18, 2017 (10AM)** including references from **three municipalities** you have completed outdoor pool painting projects with. The Marshalltown Parks and Recreation Department will choose one contractor to do the entire project.

Paint used will be an Epoxoline Series 66 epoxy based paint or as listed in specifications below and the contractor will provide paint used in project. Please follow specifications from Tnemec (paint supplier) for prep work and painting. Please bid project to these specifications.

Specifications per Tnemec.

1.1 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Material Compatibility:
 1. All products listed are manufactured by Tnemec Company
 2. Provide products of same manufacturer for each coat in a coating system.
 3. All substitutions must be approved 10 days prior to bid.
- B. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
 1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing 1 or more benzene rings).
 2. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.

- g. Di (2-ethylhexyl) phthalate.
- h. Di-n-butyl phthalate.
- i. Di-n-octyl phthalate.
- j. 1,2-dichlorobenzene.
- k. Diethyl phthalate.
- l. Dimethyl phthalate.
- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

C. Colors: Tnemec Clear sky 26BL or match to previous color before fading.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 4. Coating application indicates acceptance of surfaces and conditions.

2.2 PREPARATION

- A. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
- B. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
- C. Precast Substrates: Power Wash surfaces with a minimum of 3000psi power washer to remove all surface containments including loose peeling paint.
- D. CMU Substrates: Allow mortar joints to cure for 28 days. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale using methods recommended in writing by coating manufacturer.

- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.
- G. Aluminum Substrates: Remove surface oxidation.
- H. Gypsum Board: Must be clean, dry, and free of any surface contaminants. Sand joint compound smooth and feather edge.

2.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

2.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

2.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Swimming Pool and Lazy River-Walls and Floors:

- 1. Epoxy/Epoxy Coating System:

Surface Prep: Abrade surfaces to clean, profile and remove loose and poorly adherent coatings and feather sand as needed. Then power Wash at a minimum of 3,500 psi, utilizing a cleaning agent, to remove loose paint, chalk, dirt, and any other surface contaminates. A rating of 8 or higher per ASTM D4214 (Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Film) will be required.

- a. Spot Prime Coat of Bare Concrete: Series 66HS at 200-225 sqft per gallon.
- b. Filler: Skim any divots, cracks or depressions with Series 215
- c. Full Prime Coat: Epoxy, Series 66HS at 200-225 sqft per gallon.
- d. Full Finish Coat: Epoxy, Series 66HS at 200-250 sqft per gallon

Coating Systems for Concrete – Swimming Pools

- A. Swimming Pool Floor:

- 1. Surface Preparation for floor: Abrasive Blast in accordance with SSPCSP13/NACE No. 6 to remove all existing coatings. Only trace amounts of coatings may remain in pores and crevasses.
- 2. Prime Coat: One coat Tnemec Series 66 or Series 161 thinned 20 percent applied between 200 to 250 sq. ft. per gallon.
- 3. Intermediate Coat: One coat Tnemec Series 66 or Series 161 at 200 to 250 sq. ft. per gallon.
- 4. Finish Coat: One coat Tnemec Series 66 or Series 161 at 200 to 250 sq. ft. per gallon.

5. Markings and Stripes: Tnemec Series 161. Two coats may be required for total hide and coverage. (Colors shall be as stated in paragraph 3.12 Color Schedule).

A. Swimming Pool Walls:

1. Surface Preparation for floor: Power Wash entire surface with a minimum of 3000 psi power washer. Degrease pool.
2. Prime Coat: One coat Tnemec Series 66 or Series 161 thinned 20 percent applied between 200 to 250 sq. ft. per gallon.
3. Finish Coat: One coat Tnemec Series 66 or Series 161 at 200 to 250 sq. ft. per gallon.
4. Markings and Stripes: Tnemec Series 161. Two coats may be required for total hide and coverage.

Terms and Conditions[J1]

1. Contract: Any award of a contract resulting from this RFP will be made only by written authorization from City of Marshalltown upon approval by the City of Marshalltown City Council. The contract between City of Marshalltown and the Vendor shall include (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
2. Termination/Cancellation of Contract: City of Marshalltown may cancel the contract at any time for breach of contractual obligation, convenience, or non-appropriation of funds by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
3. Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
4. Incurred Expenses: This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
5. Indemnification: The Vendor agrees it shall defend, indemnify, and hold harmless the City, its officers, and its employees against any and all liability, loss, costs, damages, and expenses, including attorney's fees that the City, its officers, or its employees may hereafter sustain, incur, or be required to pay arising out of the negligent or intentional acts or omissions of the Vendor's officers or employees
6. Insurance
 - A. The Vendor agrees, in order to protect itself and the City under the indemnity provision set forth above, to at all times during the term of this Contract have and keep in force insurance policies that meet the following limits:
 1. A commercial general liability insurance policy in the amount of not less than \$500,000.00 for property damage sustained by any one person, \$500,000.00 for injury and/or damage to any one person, and \$1,500,000.00 for total injuries and/or damages arising from any one accident. The Vendor agrees to name the City as an additional insured on said policy.

2. An automobile liability insurance policy, including non-owned and hired autos, in the minimum amount of \$500,000.00 for injury and/or damages to any one person, \$500,000.00 for property damage, and \$1,500,000.00 for total injuries and/or damages arising from any one accident. The Vendor agrees to name the City as an additional insured on said policy.
3. Workers Compensation insurance in the statutory amounts.
4. Certificates of insurance showing the coverage listed above shall be provided to the City prior to the effective date of this contract, and the City shall be named as an additional insured under the liability policy required above.
7. Independent Contractor: Nothing contained in this RFP is intended or should be construed as creating the relationship of copartners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to City employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.
8. Nondiscrimination: All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof. All proposals shall be accompanied by a signed statement of this fact, with failure to sign reason for proposal rejection.
9. Default and Cancellation:
 - A. If the Contractor fails to perform any of the provisions of this Request for Proposal or so fails to administer the work as to endanger the performance of the contract, this shall constitute default. Unless the Contractor's default is excused, the City may, upon written notice, immediately cancel this agreement in its entirety.
 - B. Back orders, failure to meet delivery requirements, or failures to meet specifications in the contract authorizes the ordering entity to cancel the contract, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor. In the event of default, the City reserves the right to pursue any other remedy available by law. A Contractor may be removed from the Contractors list, suspended, or debarred from receiving a contract for failure to comply with terms and conditions of the contract or for failure to pay the City for the cost incurred on the defaulted contract.
10. Severability: Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof, to the extent that if any section, provision, or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.
11. Proposal Acceptance/Rejection: The City reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Vendors, and to waive any informalities, defects, or irregularities in any proposal, or to accept the proposal or proposals that, in the judgment of the proper officials, are in the best interest of the City.
12. Firearms: No provider of services pursuant to this Contract, including but not limited to employees, agents, or subcontractors of the Contractor, shall carry or possess a firearm on City premises or while acting on behalf of City of Marshalltown pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement and is grounds for immediate suspension or termination of this contract.
13. Other Contract Terms:
 - A. Compliance with Laws/Standards

B. General: The Contractor shall abide by all Federal, State, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs, and staff for which the Contractor is responsible.

C. Licenses and Permits: The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Contract. The Contractor indemnifies, saves, and holds harmless the City and any agents, commissioners, officers, employees, or volunteer workers thereof from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of, allegedly arising from, or related to the execution or performance of the services of the successful Vendor provided for herein.

D. Force Majeure: Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

E. Inability to Perform: Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the City. The Contractor shall immediately notify the City in writing whenever it is unable to provide the agreed upon quality and quantity of services or reasonably believes it is going to be unable to provide this level of service. Upon such notification, the City shall determine whether such inability requires a modification or cancellation of this Contract.

14. In the event the City terminates the Contract for cause in whole or in part as provided above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions for this section.
15. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Payment Terms: Payment terms shall be event based and negotiated with the successful vendor prior to contract signing. The City shall issue no payment until they have verified the invoice.

The project needs to be completed by October 10, 2017 and can start as soon as the aquatic center closes for regular swimming the last week of August. Bidders may contact Anne Selness to look at project site.

Submit proposal to:
Marshalltown Parks & Recreation Department
Attention: Anne Selness MFAC Paint Bid
10 West State Street
Marshalltown, Iowa 50158.

Bids are due July 18, 2017 (10AM)

Thank you for your time.

Anne Selness