



Department of Management Services
Purchasing Division
 241 West South Street
 Kalamazoo, MI 49007-4796
 Phone: 269.337.8020
 Fax: 269.337.8500
www.kalamazoo.org

REQUEST FOR QUOTE
THIS IS NOT AN ORDER

PROJECT: Stadium Drive Water Storage Tank Pipe Painting

QUOTE REFERENCE NO: 90900-012.0

DEPARTMENT CONTACT: Eric Sajtar, Senior Civil Engineer at sajtare@kalamazoo.org or (269) 491-3882

ISSUE DATE: November 8, 2022

QUOTE RETURN DATE: November 17, 2022, by end of business day (4:30 p.m.)

SUBMITTAL INSTRUCTIONS: Return on or before date above. **Mark envelope – Quotation – Stadium Drive Water Storage Tank Pipe Painting and due date.** This quote may also be faxed to (269) 337-8500 or emailed to cokpurchasing@kalamazoo.org.

STATEMENT OF NO QUOTE

If you do not respond to this inquiry within the time set for the quote due date and time noted, it will be assumed that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Our schedule would not permit us to perform.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.

REMARKS: _____

SIGNED: _____ NAME: _____
 (Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
 (if any)

ADDRESS: _____
 (Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SUBMITTAL INSTRUCTIONS FOR QUOTES

1. **EXAMINATION OF QUOTE DOCUMENT**-Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the quote the sum to cover the cost of all items included on the quote form.
2. **PREPARATION OF QUOTE**-The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Request for Quote form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The quote shall be legally signed, and the complete address of the bidder given thereon.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Quote and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the quote by attachment, or by letter or fax received on or before the due date.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating quotes for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the quote.
5. **WITHDRAWAL OF QUOTES**-Quotes may be withdrawn by a bidder or authorized representative by written request, but only if the withdrawal is made prior to the close of the business day set for receipt of quotes. Quotes may not be withdrawn for at least ninety (90) days after due date.
6. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
7. **INFORMAL COMPETITION**-The City reserves the right to accept or reject any or all quotes and waive informalities and minor irregularities in the quotes received. The City will consider all quotes and make the purchasing decision most advantageous to the City and its interests.

QUOTE FORM

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

STADIUM DRIVE WATER STORAGE TANK PIPE PAINTING:

Pay Item	Quantity	Unit	Unit Price	Total Cost
Apply Tnemec Aerolon Coating to approximately 50 linear feet of flanged 20" diameter ductile iron pipe, including fittings, valves, and valve operators as specified.	1	Lump Sum	\$	\$
PROJECT TOTAL			\$	

If your quotation is not returned and completed on this form, it may be rejected.

Bidder shall provide all of the information as requested herein with their quote. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the quote as non-responsive.**

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Work shall start within _____ working days after receipt of notification by Contractor of Notice to Proceed and shall be completed within _____ calendar days thereafter.

The City encourages the use of local labor in fulfilling the requirements of this contract.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:_____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _____

The above information is accurate:

Signature: _____ Date: _____

Title: _____

NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.

COVID-19 ADDENDUM #2

January 1, 2022

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:

Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig
Purchasing Division Manager

CITY OF KALAMAZOO REQUEST FOR QUOTATIONS
Stadium Drive Water Storage Tank Pipe Painting

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Bid Reference No: 90900-012.0

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this quote which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

GENERAL REQUIREMENTS AND SPECIFICATIONS

1. INTENT

It is the intent of these plans and specifications to provide for a contractor who shall provide all labor, materials, tools, and equipment necessary to perform interior pipe painting using the Tnemec Aerolon Coating System at the Stadium Drive Water Storage Pipe Tank.

2. SCOPE OF WORK

Contractor shall: mobilize to the City of Kalamazoo's Stadium Drive Water Tower which is located on Stadium Drive in Oshtemo Township and apply the Tnemec Aerolon Coating System to approximately 50 linear feet of flanged 20" diameter ductile iron pipe, including fittings, valves, and valve operators. Surfaces shall be prepared, and coating shall be applied in conformance with manufacturer's specifications and recommendations (attached). Contractor shall provide all labor, materials, and waste disposal necessary to complete the project, and shall complete the project before December 20, 2022. The water tower may be taken offline for up to 1.5 weeks to facilitate this work.

The actuated butterfly valve and all associated flange nuts and bolts shall not be impacted by the work and must be protected (no surface preparation of coating applied to them). Associated flange nuts and bolts shall be taped over while preparing and coating the associated ductile iron spool pieces and flanges that adjoin the actuated butterfly valve. The actuated butterfly valve shall be covered with materials sufficient to protect it without coating bleed through. Tape shall be removed and disposed by contractor prior to demobilizing.

The piping is located inside a heated pit in the base of the water tower. All non-pipe surfaces and materials shall be protected from damage and overspray, including but not limited to, floors, walls, ladders, gauges, control panels, 2" or smaller piping, heaters, lights, panels, etc. All surfaces shall be thoroughly cleaned and waste materials shall be properly disposed by the contractor prior to demobilization. Refer to the attached pictures for further specifications.

4. QUANTITIES

Project shall be completed on a lump sum basis.

5. PRICING

Bid prices shall be firm for the duration of this contract and for any negotiated renewal thereof and shall constitute the only charge to the City.

6. SUPERVISION

The Department will designate an individual who will have general authority over the service provided and the authority to reject any items which do not conform to the contract requirements.

7. INVOICING AND PAYMENTS

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. QUESTIONS

Bidders shall address questions regarding the specifications to Eric Sajtar, Senior Civil Engineer at sajtare@kalamazoo.org or (269) 337-2818. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Monica Johnson, Buyer at johnsonm2@kalamazoo.org or (269) 337-8603.

CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

CITY OF KALAMAZOO
INDEMNITY AND INSURANCE REQUIREMENTS
Continued

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices bid are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. INVOICING

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Director. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING DIRECTOR APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bids and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

Standard of Performance (cont.)

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

12. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. Notwithstanding other provisions of this contract, the City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Notwithstanding other provisions of this contract, either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 8, DEFAULT).

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a cell phone, pager or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

15. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.



Section 07 21 63–Fluid-Applied Insulative Coating

Stadium Drive Water Storage Tank Pipe Painting

Bid Reference #: 90900-012.0

SECTION 07 21 63 – FLUID-APPLIED INSULATIVE COATING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Section includes a spray-applied insulative coating including primer, insulative coating and topcoat for the following applications:
 - 1. Applied to ferrous and non-ferrous metal fabrications, pipe, and fittings

1.2 REFERENCES

- A. American Society of Testing and Materials (ASTM)
 - 1. ASTM B117 – Standard Practice for Operating Salt Spray (Fog) Apparatus
 - 2. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 3. ASTM C1057 – Standard Practice for Determination of Skin Contact Temperature from Heated Surfaces Using a Mathematical Model and Thermesthesiometer.
 - 4. ASTM D870 – Standard Practice for Testing Water Resistance of Coatings Using Water Immersion.
 - 5. ASTM D4060 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
 - 6. ASTM D4541 – Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
 - 7. ASTM D4585 – Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
 - 8. ASTM D4587 – Standard Practice for Fluorescent UV-Condensation Exposures of Paint and Related Coatings.
 - 9. ASTM D4624/ISO 4624 – Standard Test Method for Bond Strength
 - 10. ASTM D5894 – Standard Practice for Cyclic Salt Fog/UV Exposure of Painted Metal, (Alternating Exposures in a Fog/Dry Cabinet and a UV/Condensation Cabinet).
 - 11. ASTM D638 – Standard Test Method for Tensile Strength
 - 12. ASTM D695 – Standard Test Method for Compressive Strength
 - 13. ASTM D790 – Standard Test Method for Flexural Strength
 - 14. ASTM D2240 – Standard Test Method for Determining Durometer Hardness
 - 15. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 16. ASTM E119 – Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. Association of the American Walls and Ceilings Industries (AWCI)
- C. Underwriters Laboratory (UL):
 - 1. UL 263: Standard for Fire Tests of Building Construction and Materials.

D. The Society of Protective Coatings (SSPC)

1. SSPC-SP6: Commercial Blast Cleaning Standard
2. SSPC-PA1: Shop, Field, and Maintenance Painting of Steel.
3. SSPC-PA2: Procedure for Determining Conformance to Dry Coating Thickness Requirements.

1.3 SYSTEM DESCRIPTION

- A. The liquid applied thermal break acrylic material shall be applied at the required thickness specified by the manufacturer in order to mitigate thermal bridging. In no case shall the K-value of the liquid applied thermal break be more than 0.040 W/mK.

1.4 SUBMITTALS

- A. Product Data: Submit product data including manufacturers technical data indicating product performance characteristics, performance and limitation criteria.
- B. Manufacturer's Instructions: Submit manufacturer written installation instructions.
- C. Applicator Qualifications: Submit applicators current certification as a manufacturer trained applicator.

1.5 QUALITY ASSURANCE

- A. Manufacturer:
1. Company specializing in manufacturing product in this section with a minimum of 2 years documented experience in manufacturing insulative technology.
 2. Applicator: Company specializing in applying the work of this section with documented experience and trained by the manufacturer.
 3. Fluid Applied Insulative Acrylic Coating system shall be the complete system from a sole source consisting of primer, acrylic insulative coating material and topcoat. All materials shall be LEED 2009 compliant.
- B. Mock-up:
1. Minimum thirty days prior to application in any area, provide mock-up Samples of acrylic insulative coating materials in accordance with the following requirements:
 - a. Provide minimum two square feet on representative substrate, where directed by the Engineer, for each different thickness and finish of required for the work.
 - b. Provide mock-up areas that comply with thickness, density application, finish texture, and color.
 - c. Inspect mock-up areas within one hour of application for variance due to shrinkage, temperature, and humidity.
 - d. Where shrinkage and cracking are evident, adjust mixture and method of application as necessary to meet required installation, finish, and color requirements.
 - e. Continue to provide mock-up areas until acceptable areas are produced.

- f. Acceptable areas shall constitute standard of acceptance for method of application, thickness, finish texture, and color requirements, for fluid applied insulative coating material applications.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials in manufacturers' original, sealed, undamaged container with identification label intact. Packaged materials shall bear the appropriate labels, seals.
- B. Storage: Materials shall be stored in strict accordance with manufacturers documented instructions.
- C. Documentation: All batch number, product identification and quantities shall be recorded on appropriate QC documents. A copy of the transport document and manufacturers conformance certificate shall be attached to the material delivery on site.

1.7 PROJECT/SITE CONDITIONS

- A. Project Environmental Requirements: Substrate and air temperature shall be in accordance with the manufacturers' requirements.
 - 1. Protect work area from windblown dust and rain. Protect adjacent areas from over spray of material.
 - 2. Provide ventilation in areas to receive work of this section during application and minimum 24 hours after application.
- B. Temperature and Humidity Requirements: Maintain air temperature and relative humidity in areas where products will be applied for a time period before during and after application as recommended by manufacturer.
 - 1. Do not apply Fluid Applied Acrylic Insulative Coating when temperature of substrate and/or surrounding ambient air temperature is below 45° F. Temporary protection and heat shall be maintained at this minimum temperature for 24 hours before, during and 24 hours after material application.
 - 2. Steel substrate temperature shall be a minimum of 5° F (3° C) above the dew point of the surrounding air for a period of 24 hours prior, during the application of the material and 24 hour cure period.
 - 3. If necessary for job schedule, the General Contractor shall provide enclosures and heat to maintain proper temperatures and humidity levels in the application areas.
 - 4. The relative humidity of the application area shall not exceed a maximum of 85% 24 hours prior, during and 24 hours after the application of the material. The relative humidity shall not exceed 75% throughout the application and curing of the decorative top coat finish.

PART 2 - PRODUCTS

2.0 FLUID APPLIED INSULATION COATING GENERAL

- A. Materials Compatibility:

1. Provide shop and field primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
2. Provide products of same manufacturer for each coat in a coating system.

2.1 MANUFACTURERS

A. Product Manufacturer:

1. Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372

B. Product Distribution and Technical Consultant:

1. Redox Coating Consultants, LLC, 6065 Frantz Road Suite 204, Dublin, OH 43017, 800.890.7580, redox@tnemec.com

C. Materials specified herein shall not preclude consideration of equivalent or superior materials. Suggested equivalent materials or other substitutions shall be submitted to SPECIFIER for consideration in compliance with substitution procedures in Section 01 25 00 of this Project Manual and include the following:

1. Submittals shall be provided no later than (10) days after Owner/Owner's Agent letter of Notice to Proceed.
2. Requests for substitution shall include evidence of satisfactory past performance in similar environment.
3. Substitutions will not be considered that change the number of coats or do not meet specified dry film thicknesses.
4. Manufacturer's certified test reports showing the substitute product(s) performance as outlined in Paragraph 2.15 shall be submitted.
5. After second submittal, Architect/Engineer/ Owner or Owner's Agent hourly rates will be charged to review further submittals.

D. Bidders desiring to use coatings other than those specified shall submit those with their proposal based on the specified materials, together with the information required in Paragraph 1.5 above, and indicate the sum which will be added to or deducted from the base bid should alternate materials be accepted.

2.2 PRIMERS

A. Organic Zinc-Rich Moisture Cured Urethane:

1. Tnemec Series 94-H2O Hydro-Zinc

2.3 THERMAL INSULATING COATING

A. Fluid Applied Acrylic Insulative Coating

1. Tnemec Series 971 Aerolon Acrylic

- a. VOC Content: 1.9 grams/liter
- b. Solids by Volume: 76 percent.
- c. Colors: 1278 Insulation Yellow
- d. Requirements:
 - 1) Abrasion (ASTM D4060): No more than 50.2 mg loss after 1,000 cycles.
 - 2) Cyclic Salt Fog/UV Exposure (ASTM D5894): No blistering, cracking, rusting or delamination of film after 5,000 hours.
 - 3) Humidity Resistance (ASTM D4585): No blistering, cracking, rusting, or delamination after 2,000 hours.
 - 4) Immersion (ASTM D870): No blistering, cracking, rusting, or delamination after six months continuous tap water immersion.
 - 5) Surface Burning Characteristics (ASTM E84): Class A
 - 6) Thermal Conductivity (ASTM C518): No greater than 0.0356 W/m-°K or 0.2468 BTU-in/ft²-hr-°F.
 - 7) NORSOK M-501 ISO 20340: Passed 25 cycles.
 - 8) CDPH Compliant: Passes the California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1-2010 (also known as Section 01350).

2.4 TOPCOAT

A. Waterbased, High Dispersion Pure Acrylic Polymer

1. Tnemec Series 1028T Enduratone®

- a. VOC Content: 94 grams/liter.
- b. Colors: As selected by Architect.
- c. Requirements:
 - 1) Adhesion (ASTM D4541): No less than 2,363 psi.
 - 2) Abrasion (ASTM D4060): No more than 102 mg loss after 1,000 cycles.
 - 3) Impact (ASTM D2794): No visible cracking or delamination of film after 93 inch-pounds or less direct impact.
 - 4) QUV (ASTM D4587): No blistering, cracking or delamination of film. No less than 72% gloss retention, no more than 0.69 DE00 color change and no more than 22 units gloss loss after 3,000 hours.
 - 5) Salt Spray (Fog) (ASTM B117): No blistering, cracking, rusting or delamination of film. No more than 3/16" (5 mm) rust creepage at scribe after 5,000 hours exposure.
 - 6) CDPH Compliant: Passes the California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1-2010 (also known as Section 01350).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. All surfaces to receive the specified Tnemec Series 971 Aerolon[®] shall follow the manufacturer's printed instructions and be clean, dry and free of oil, grease, loose mill scale, dirt, dust or other foreign substances which would impair bond of the material to the substrate.
- D. Other corrections of the surfaces to receive the Fluid Applied Insulation Coating material shall be the responsibility of the Contractor, at no additional cost to the Owner.
- E. Application of the primer, Series 971 Aerolon[®], and topcoat shall not commence until the contractor, applicator and inspector have examined the surfaces to receive the primer and determined the surfaces are acceptable to receive the primer and Aerolon[®]. Commencement of application means acceptance of substrate.
- F. Verify that substrate and workspace temperature and humidity conditions are in accordance with manufacturers recommendations.

3.2 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturer's instructions.
- B. Provide masking, drop cloths or other suitable coverings to prevent overspray onto surfaces not intended to be coated with insulative coating.
- C. Weld spatter and defects shall be ground smooth prior to commencement of primer and fluid applied insulative coating material.
- D. Primer shall not be applied to prepared substrate until the area has been adequately vented to remove all airborne dust. Prior to the application of any coating material, the blast products, dust and debris shall be removed by vacuuming.
- E. Steel Substrates: Remove rust and loose mill scale.
 - 1. Fabrication defects:
 - a. Correct steel and fabrication defects revealed by surface preparation.
 - b. Remove weld spatter and slag.
 - c. Round sharp edges and corners of welds to a smooth contour.
 - d. Smooth weld undercuts and recesses.
 - e. Grind down porous welds to pinhole-free metal.
 - f. Remove weld flux from surface.
 - 2. Ensure surfaces are dry.

3. Remove visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter in accordance with SSPC-SP 6/NACE 3, unless otherwise specified.
- F. Abrasive Blast-Cleaned Surfaces: Coat abrasive blast-cleaned surfaces with primer before visible rust forms on surface. Do not leave blast-cleaned surfaces uncoated for more than 8 hours.
1. Shop Primer: Prepare shop primer to receive field coat in accordance with manufacturer's instructions.

3.3 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
1. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
 2. Keep containers closed when not in use to avoid contamination.
 3. Do not use mixed coatings beyond pot life limits.
 4. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- B. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- C. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- D. Apply primer at thickness recommended by manufacturer.
- E. Apply Series 971 Aerolon[®] Thermal Insulative Coating as specified in Section 3.8 Coating Schedule.
- F. Apply topcoat at thickness recommended by the manufacturer.
- G. Final Dry Film Thickness (DFT) shall be measured with a dry film thickness gauge.
- H. The steel deck is not to be sprayed unless otherwise indicated.

3.4 REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: All patching and repair to material, due to damage by other trades, shall be performed under this section and paid for by the trade responsible for the damage. Patching shall be performed by applicators certified by the manufacturer and applied in accordance with the manufacturer application instructions.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.5 FIELD QUALITY CONTROL

- A. The Owner will engage an independent testing laboratory inspect and verify the application of material in accordance with the provisions Tnemec Company.
 - 1. Material inspection and testing shall be performed 24 hours after completion of final application coat.
 - 2. The results of the above tests shall be made available to all parties at the completion of each pre-designated area and approval.
 - 3. In-place material not in compliance with the specified thickness requirements shall be corrected prior to final acceptance.
- B. The dry film thickness (DFT) of the applied material shall be measured with a non-destructive coating thickness gage after material has completely cured. All measurements shall be documented in writing and furnished to the Owner.
- C. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.

3.6 CLEANING AND PROTECTION

- A. Remove overspray materials from surfaces not required to be thermally protected.
- B. Protect surfaces of coating systems from damage during construction.
- C. Touch-up, or repair damaged products before Substantial Completion.

3.7 ONE-YEAR INSPECTION

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Architect, and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Architect in accordance with manufacturer's instructions.

3.8 FLUID APPLIED INSULATIVE COATING SCHEDULE

- A. Non-Ferrous Metals, Condensation Control:
 - 1. Fluid Applied Insulative Coating System, Water-Based:
 - a. Surface Preparation: SSPC-SP 6
 - b. Prime Coat (Shop or Field): Series 94-H2O Hydro-Zinc, DFT of 2.5 to 3.5 mils per coat.
 - c. Intermediate Coat (Shop or Field) – Two Coats: Series 971 Aerolon Acrylic, DFT of 40.0 to 50.0 mils per coat. Total thickness of Series 971: 80 to 100 mils.
 - d. Finish Coat (Optional): Series 1028T Enduratone, DFT of 2.0 to 3.0 mils per coat.

END OF SECTION 07 21 63

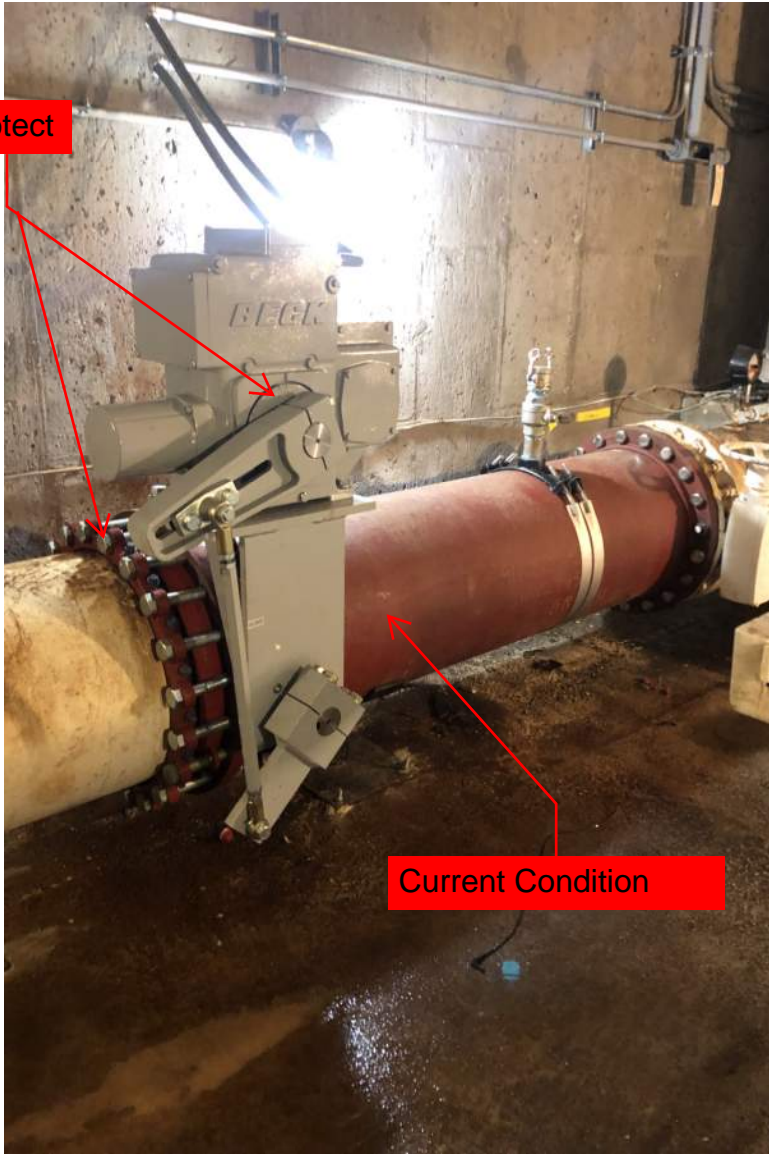


Drawings

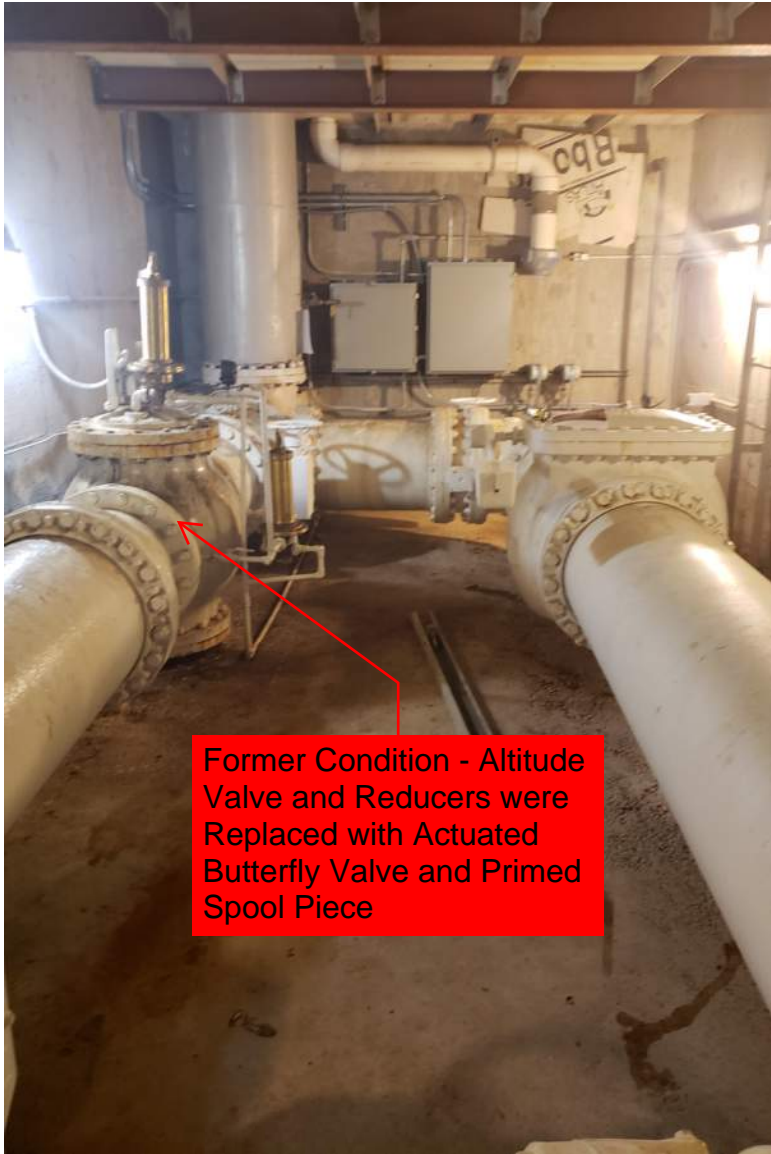
Stadium Drive Water Storage Tank Pipe Painting

Bid Reference #: 90900-012.0

Protect

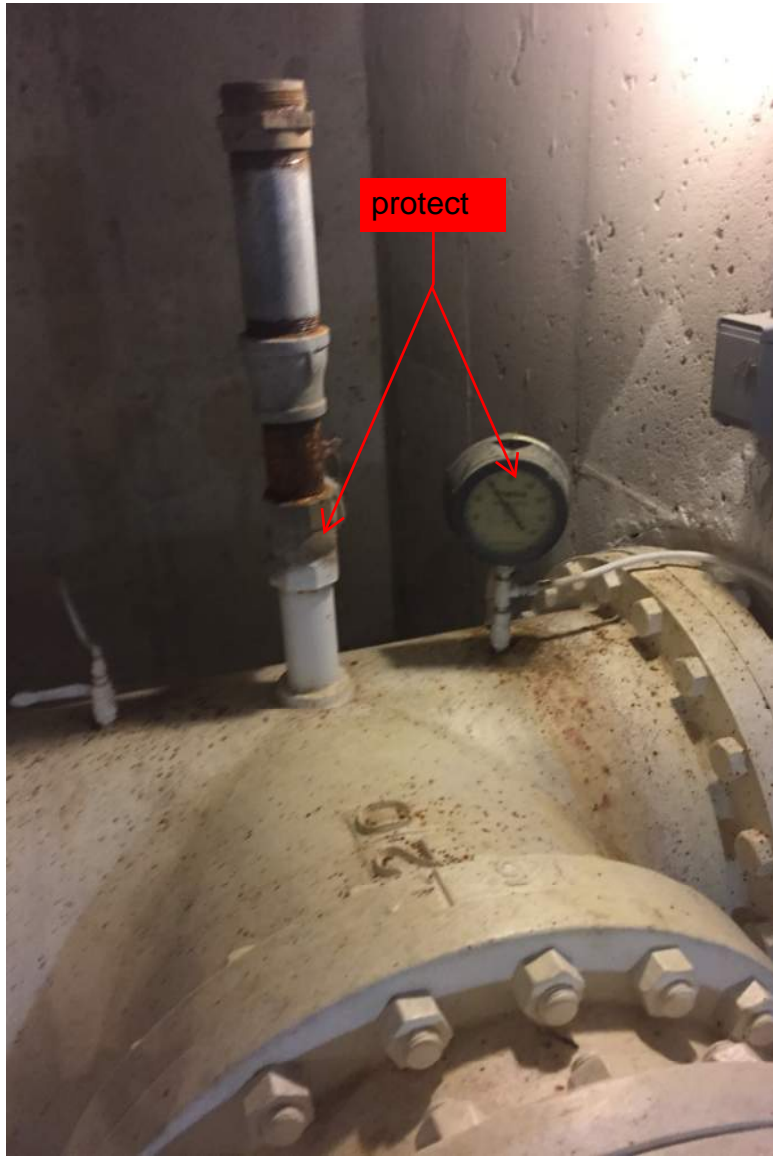


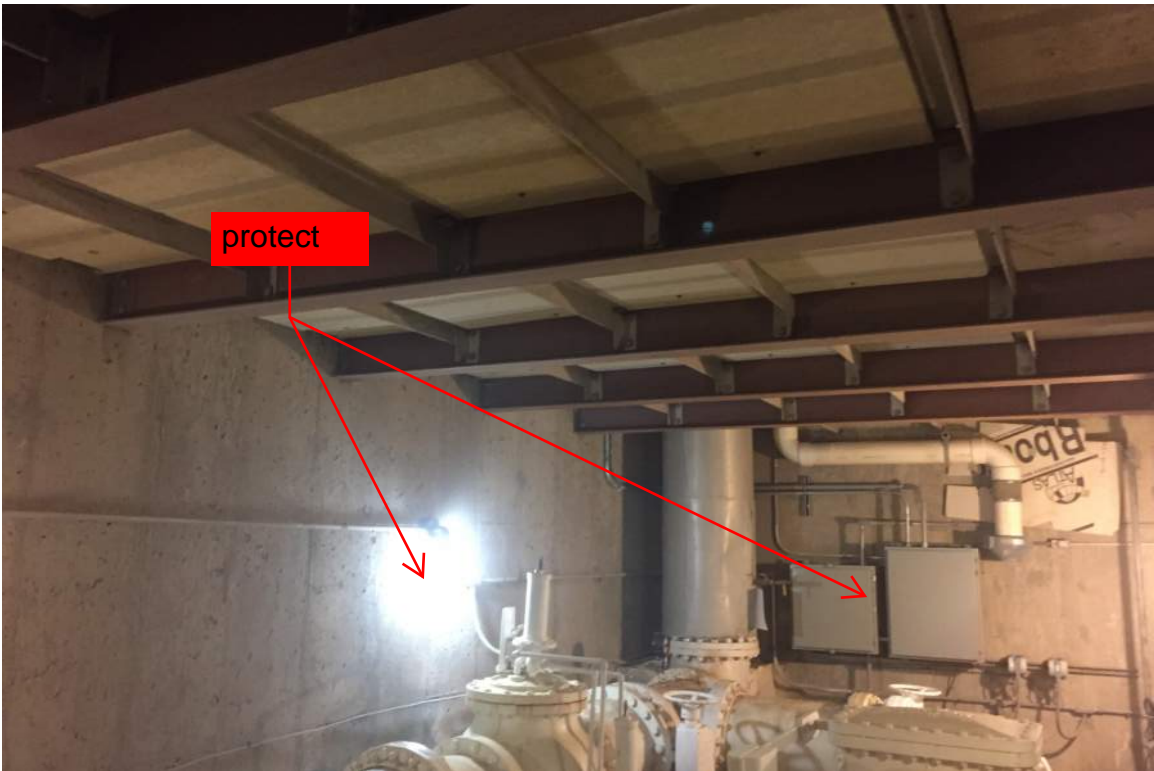
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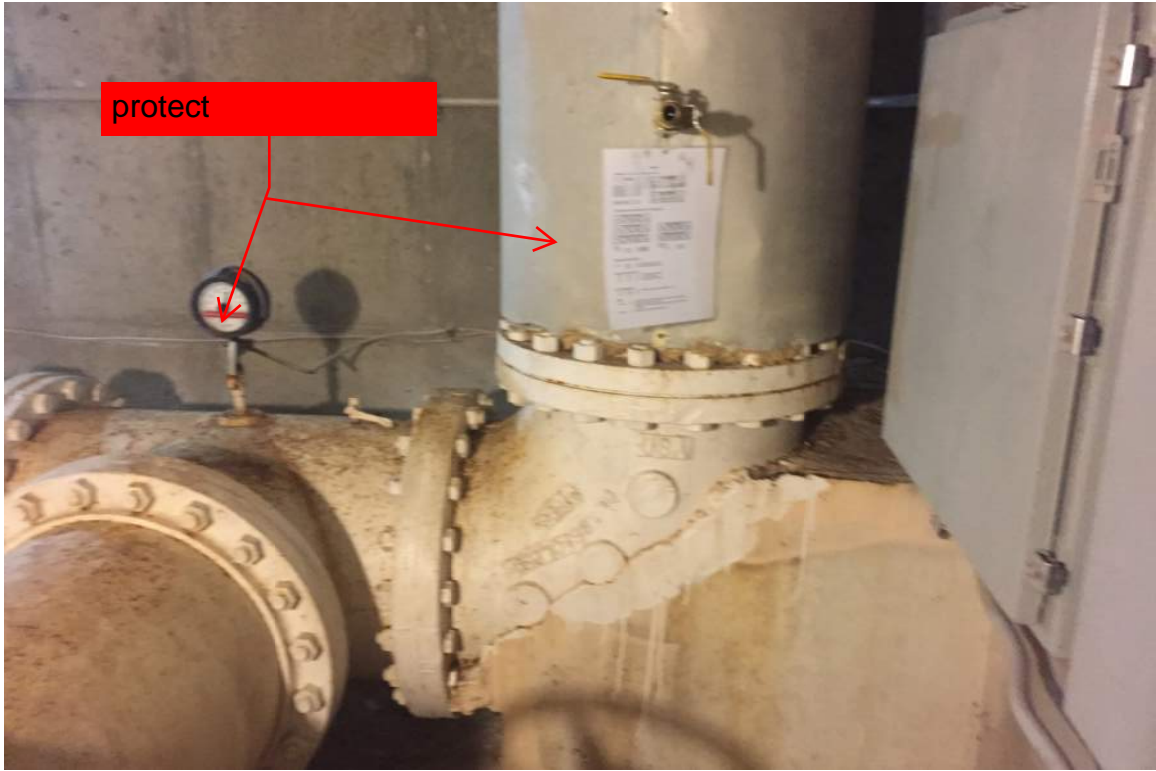


Former Condition - Altitude Valve and Reducers were Replaced with Actuated Butterfly Valve and Primed Spool Piece











Protect Electrical Equipment and Piping Above and Below Grade



Piping Located in Pit



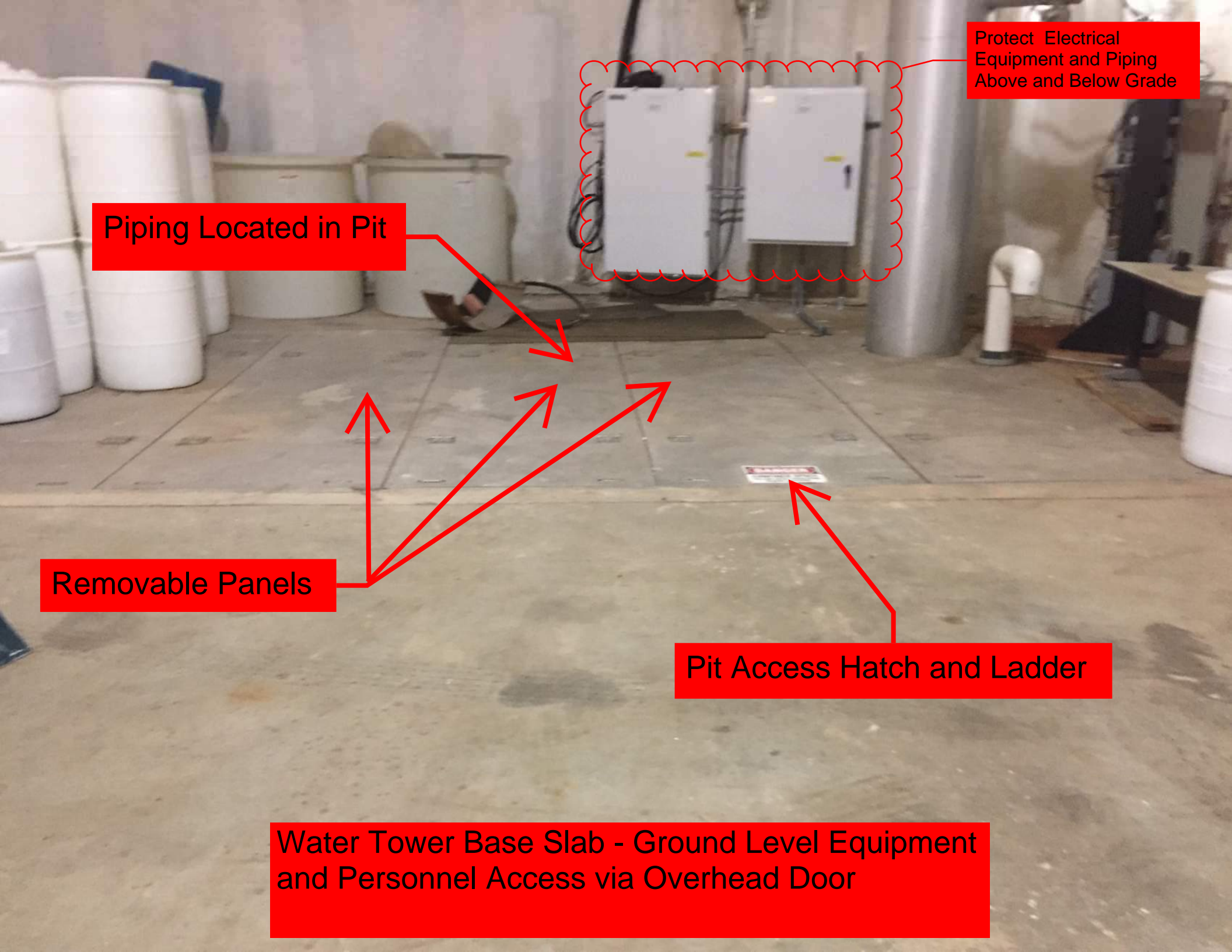
Removable Panels



Pit Access Hatch and Ladder



Water Tower Base Slab - Ground Level Equipment and Personnel Access via Overhead Door





Removable Panels
and Beams



Access Hatch and Ladder



Imagery ©2021 Maxar Technologies, Map data ©2021 100 ft