

# CITY OF FRANKLIN, TENNESSEE

## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0114)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and WW Masonry Restoration and Waterproofing of Nashville, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on April 2, 2015 Purchasing Office Solicitation No. 2015-031, a procurement solicitation for bids to re-coat the concrete exterior of the Ash Drive two million gallon water storage tank, (b) on April 14, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-031, and (c) on April 16, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2015-031 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated April 17, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance, a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
6. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included in its SUBMITTAL CITY’s Indemnification Agreement, executed for VENDOR.

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0114)

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- 8. CITY awarded on May 26, 2015 and now desires to retain VENDOR for the specified project, pursuant to SOLICITATION and SUBMITTAL.
- 9. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For VENDOR:

  
\_\_\_\_\_  
(signature of VENDOR's authorized representative)

TITLE: Project Mgr.

For CITY:

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

\_\_\_\_\_  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
*(City of Franklin Contract No. 2015-0114)*

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**Attachment No. 1**

SUBMITTAL

## Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-031

*Waterproofing*


Vendor's name, street address, and mailing address:	WW Masonry Restoration and 718 Thompson Lane, Suite 108-245 Nashville, TN 37204
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Greg Wall, Proj Mgr. 615-785-0268 gwall4@outlook.com
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Total quoted bid price for labor, materials and means necessary to complete specified project:	\$ <u>44,363.<sup>00</sup></u>
Estimated time of completion of project:	<u>30</u> days after receipt of order.
Duration of manufacturer's warranty for all applied products:	<u>One Year</u>
Duration of contractor's guarantee:	<u>One Year</u>
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Last date (no sooner than June 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 2015</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

# Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-031

*Waterproofing*

<b>Vendor's name:</b>	<u>WW Masonry Restoration and</u>
<p><b>If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?</b></p>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No.
<p><b>Are the following components included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Detailed vendor-supplied description of bid products and services;</li> <li><input checked="" type="checkbox"/> Description of the manufacturer's standard warranty for all applied products;</li> <li><input checked="" type="checkbox"/> Description of the contractor's guarantee;</li> <li><input checked="" type="checkbox"/> City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li><input checked="" type="checkbox"/> Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li><input checked="" type="checkbox"/> Vendor-supplied contact information for minimum of three references;</li> <li><input checked="" type="checkbox"/> City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li><input checked="" type="checkbox"/> Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; <i>NONE</i></li> <li><input checked="" type="checkbox"/> City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li><input checked="" type="checkbox"/> City of Franklin Affidavit of Title VI Compliance, executed in full;</li> <li><input checked="" type="checkbox"/> If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full;</li> <li><input checked="" type="checkbox"/> if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li> <li><input checked="" type="checkbox"/> Two (2) complete duplicate sets of submitted bid documents per the Instructions for Bidders.</li> </ul>	<input checked="" type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
<b>Receipt acknowledged of any and all issued addenda to this solicitation:</b>	<input checked="" type="checkbox"/> Addendum No. <u>1 (one)</u> received. <input type="checkbox"/> Addenda Nos. _____ received. <input type="checkbox"/> No addenda received.
<b>Signature of bidder's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
<b>Title of bidder's authorized representative:</b>	<u>Project Manager</u>
<b>Date of signature:</b>	<u>4/17/2015</u>

# City of Franklin Specifications

WW Agrees

Purchasing Office Solicitation No.: 2015-031

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1. Solicitation identified: These specifications apply to the following procurement:  
re-coat concrete exterior of Ash Drive two million gallon water storage tank  
**Purchasing Office Solicitation No.: 2015-031**
2. Notice to Bidders publication date: **April 2, 2015**
3. Solicitation release date: **April 2, 2015**
4. Optional\* pre-bid access to jobsite: **no later than April 13, 2015**  
**\*PLEASE NOTE:** Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 13, 2015. Appointments may be scheduled by contacting City of Franklin Water Management Department Service Divisions Superintendent Harvey Smithson (E: [harveys@franklinton.gov](mailto:harveys@franklinton.gov); T: 615-794-4554).
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 14, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **April 21, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **May 8, 2015**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 26, 2015**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to re-coat the concrete exterior of the City's Ash Drive two million gallon water storage tank as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
  - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

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# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

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- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

## 11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

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- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.



**City of Franklin Specifications**  
**Purchasing Office Solicitation No.: 2015-031**

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12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

**12.1. General:**

- 12.1.1.   C   Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.
- 12.1.2.   C   A City of Franklin permit is not required for this project.
- 12.1.3.   C   Bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.4.   C   Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.
- 12.1.5.   C   Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.1.6.   C   Bidder shall include in its pricing unloading or offloading and deposit at the jobsite of tools, equipment, supplies, materials and other items required to complete the project.
- 12.1.7.   C   Bidder shall provide any labor and equipment necessary to unload or offload such deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.

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# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

12.1.8.   C   Delivery shall be made between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday except holidays observed by the City.

12.1.9. Insurance requirements:

12.1.9.1.   C   Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

12.1.9.2.   C   If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

12.1.9.3.   C   In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

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# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

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12.1.9.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

12.2. C **Project:**

12.2.1. C The jobsite is the City water storage tank located at 234 Ash Drive, Franklin, Tennessee 37064. The tank is located off Ash Drive and accessed by means of a gravel drive. A tank location map is attached as Appendix No. 1 to this procurement solicitation. The jobsite is secure and requires authorized entry.

12.2.2. C Recoat the exterior of the City concrete water storage tank located at the jobsite.

12.2.3. C The ground-level pre-stressed concrete reservoir tank was built in 1989 by Crom Tank Co. The tank has a normal storage capacity of 2 million gallons and is 48 feet tall and 84 feet in diameter.

12.2.4. C Photographs of the water storage tank are included in a January 26, 2012 inspection report for this tank. A copy of this report, Appendix No. 2 to this procurement solicitation, is available upon request made to the City of Franklin Purchasing Office (E: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov); T: 615-550-6692).

12.2.5. C All material delivered to jobsite shall be in original sealed and labeled containers of the paint manufacturer.

12.2.6. C Environmental Conditions: Coatings shall be applied during adequate coating weather. Air and surface temperatures shall be within limits prescribed by the manufacturer for the coating being applied, and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.

12.2.7. C Samples:

12.2.7.1. C Prepare twelve (12") inch by twelve (12") inch samples of each color and finish when requested by City. When possible, apply finishes on identical type materials to which they will be applied on job.

12.2.7.2. C Identify each sample as to finish, formula, color name and number, and sheen name and gloss units.

12.2.8. C Maintenance materials:

12.2.8.1. C Leave on premises, where directed by City, not less than one (1) gallon of each color used.

12.2.8.2. C Containers to be tightly sealed and clearly labeled for identification.

# City of Franklin Specifications

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- 12.2.9. C Delivery, storage and handling:
- 12.2.9.1. C Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- 12.2.9.2. C Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees Fahrenheit in well ventilated area.
- 12.2.9.3. C Take precautionary measures to prevent fire hazards and spontaneous combustion.
- 12.2.9.4. C Under no circumstances shall material be stored on the ground.
- 12.2.10. Protection:
- 12.2.10.1. C Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- 12.2.10.2. C Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or drippings from fouling surfaces not being painted and, in particular, surfaces within storage and preparation area.
- 12.3. C **Materials:**
- 12.3.1. C All materials specified herein are manufactured by the TNEMEC Co., Inc., or approved equal.
- 12.3.2. C Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks or sags.
- 12.3.3. C Colors, where not specified, shall be as selected by the City.
- 12.4. **Execution:**
- 12.4.1. Inspection:
- 12.4.1.1. C Thoroughly examine surfaces scheduled to be painted prior to commencement of Work. Report in writing to City any condition that may potentially affect proper application. Do not commence until such defects have been corrected.
- 12.4.1.2. C Correct defects and deficiencies in surfaces which may adversely affect work of this section.
- 12.4.2. Application:
- 12.4.2.1. C Existing Tank Surface Preparation: Water blast at 2,500 PSI minimum with a minimum flow of 3 gallons per minute to remove all visible oil, dirt, mildew, laitance and efflorescence, loose and failing paint and other contaminates. Use of an environmentally approved, biodegradable detergent is permitted.

# City of Franklin Specifications

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- 12.4.2.2. C Mildew removal: Power wash with trisodium phosphate/water solution (0.25 lbs. of TSP per gallon of water) at 2,500 PSI at the nozzle. Rinse with clean tap water. After the surface has dried, wet the surface with a cold solution of water containing 200-ppm household bleach. Allow the bleach solution to remain on the surface until the surface is dry. Rinse with clean tap water.
- 12.4.2.3. C Fill hairline cracks less than 1/64 inch (.4 mm) wide by brushing Series 156 into them prior to applying Series 156 over the entire area to be coated.
- 12.4.2.4. C Crack Repair (as required): Cracks greater than 1/16" rout out and apply TNEMEC 218 MORTARCLAD flush to the surface.
- 12.4.2.5. C Alternate Method: Repair cracks wider than 1/8" using TNEMEC Series 152 TNEME-Tape as recommended by the manufacturer.
- 12.4.2.6. C All exterior repairs and patching will be completed prior to painting.
- 12.4.2.7. Contractor shall apply the following:
- 12.4.2.7.1. C Primer: Apply TNEMEC 151 ELASTO-Grip at 3.5 to 9.0 WET Mils.
- 12.4.2.7.2. C First Coat<sup>1</sup>: Apply TNEMEC 156-Color ENVIRO-Crete at 6.0 to 8.0 mils DFT.
- 12.4.2.7.3. C Finish Coat<sup>1</sup>: Apply TNEMEC 156-Color ENVIRO-Crete at 6.0 to 8.0 mils DFT.
- 12.4.3. Acceptance of Work:
- 12.4.3.1. C All surface preparation shall be approved by the City before primer is applied.
- 12.4.3.2. C Correct work that is not acceptable and request re-inspection.
- 12.4.4. C Clean-up: Remove and dispose of all rubbish or other unsightly material leaving the premises in pre-project condition.
- 12.4.5. Warranty:
- 12.4.5.1. C Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all applied products.
- 12.4.5.2. C Bidder shall supply a description of the manufacturer's standard warranty for all applied products along with the Bid Submittal Form.
- 12.4.5.3. C Duration of manufacturer's standard warranty for all applied products as bid shall be identified on the Bid Submittal Form.

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<sup>1</sup> Roller application will require multiple coats to achieve the specified DFT.

# City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

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- 12.4.6.                      Guarantee:
- 12.4.6.1.      C                        The contractor shall guarantee its work for a period of one (1) year from City acceptance to the extent that contractor shall repair any defects due to faulty workmanship or materials which may appear on the structure during this period.
- 12.4.6.2.      C                        Bidder shall supply a description of the contractor's guarantee along with the Bid Submittal Form.
- 12.4.6.3.      C                        Duration of contractor's guarantee shall be identified on the Bid Submittal Form.
- 12.4.6.4.      C                        A first anniversary inspection shall be conducted.

*Will*  
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4/17/15

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**City of Franklin Addendum No. 1 to  
Purchasing Office Solicitation No.: 2015-031**

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1. Solicitation identified: This Addendum No. 1 applies to the following procurement:  
re-coat concrete exterior of Ash Drive two million gallon water storage tank  
**Purchasing Office Solicitation No.: 2015-031**
  
2. Notice to Bidders publication date: **April 2, 2015**
  
3. Solicitation release date: **April 2, 2015**
  
4. Optional\* pre-bid access to jobsite: **no later than April 13, 2015**  
**\*PLEASE NOTE:** Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 13, 2015. Appointments may be scheduled by contacting City of Franklin Water Management Department Service Divisions Superintendent Harvey Smithson (E: [harveys@franklinton.gov](mailto:harveys@franklinton.gov); T: 615-794-4554).
  
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 14, 2015, 2:00 p.m. Central Time**
  
6. Addendum No. 1 release date: **April 14, 2015**
  
7. Bids submittal deadline and scheduled opening: **April 21, 2015, 2:00 p.m. Central Time**
  
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **May 8, 2015**
  
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 26, 2015**
  
10. Addendum:  
In reference to the City of Franklin's April 2, 2015 Purchasing Office Solicitation No. 2015-031 to re-coat concrete exterior of Ash Drive two million gallon water storage tank, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce to all interested vendors the City's responses to the questions that have been asked to date.

**City of Franklin Addendum No. 1 to**  
**Purchasing Office Solicitation No.: 2015-031**

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Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:

**April 21, 2015, 2:00 p.m. Central Time, 2:00 p.m. Central Time**

Below are the questions asked to date and the City's responses thereto:

Q1: Will the City provide water for this project?

A1: Yes, potable water is available at the job site and will be provided by the City at no charge for this project.

Q2: Are prevailing wages in effect for this project?

A2: No.

Q3: Is there a plan holder available?

A3: No.

Q4: Is there an Engineer's estimate for this project?

A4: No.

Q5: Completion days?

A5: Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

Q6: Any liquidated damages?

A6: No.

11. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office  
Franklin City Hall, Suite 107  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
[purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)  
Tel: 615/550-6692  
Fax: 615/550-0079

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.



WW Masonry Restoration and Waterproofing, Inc.  
718 Thompson Lane  
Nashville, TN 37204

Vendor Description of Bid Products and Services

**Products:** 1.) Tnemec 218 Mortarclad 2.) Tnemec 152 Tneme – Tape 3.) Tnemec 151 Primer or approved equal 4.)Tnemec 156 – first and finish coat or approved equal.

**Services:** Prepare surface per bid specifications, repair tank per bid specifications, and apply Tnemec coatings or approved equals per bid specifications.

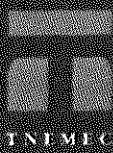
**Manufacturer's Warranty:** One Year

**Contractors Warranty:** One Year

**Contractor Exceptions:** WW has no exceptions to this projects specifications.

  
\_\_\_\_\_  
Greg Wall

4 - 17 - 2015  
\_\_\_\_\_  
Date



# ELASTO-GRIP® FC 151-1051

or approved equal

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Waterborne Modified Polyamine Epoxy

**COMMON USAGE** Penetrating, flexible and low-odor primer for sealing cementitious and other porous substrates. Also excellent as a tie-coat for specialized finishes over sound existing coatings.

**COLORS** Green

**FINISH** Matte

## COATING SYSTEM

**TOPCOATS** Series 2H, 6, 30, L69, L69F, N69, N69F, V69, V69F, 84, 113, 114, 115, 156, 157, 158, 180, 181, 280, 1028, 1029

## SURFACE PREPARATION

**CRACKS** Repair masonry as necessary with 152 tape. Refer to 152 product data sheet for additional details.

**DRYWALL** Sand joint compound smooth and feather edge.

**WOOD** Sand rough areas. Seal knots and pitch pockets. Fill cracks and nail holes after primer has cured.

**PAINTED SURFACES** Remove old paint not tightly bonded to the surface. A test patch is recommended to determine compatibility of 151 over unknown previously-applied coatings.

**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants. Allow new concrete, plaster, stucco and masonry to cure for 14 days. Level protrusions and mortar spatter. Fill block with an appropriate masonry filler if a smoother appearance is desired.

## TECHNICAL DATA

**VOLUME SOLIDS** 17.0 ± 2.0%

**RECOMMENDED DFT** 0.7 to 1.5 mils (18 to 38 microns) per coat (non-absorbent substrates).

**CURING TIME**

Temperature	To Touch	To Recoat
75°F (24°C) 50% Relative Humidity	1 1/2 hours	3 1/2 hours minimum 7 days maximum

If more than 7 days have elapsed after applying 151, apply a refresher coat before topcoating. Higher humidities and/or lower temperatures increase the cure time.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 1.46 lbs/gallon (175 grams/litre)

**THEORETICAL COVERAGE** 273 mil sq ft/gal (6.7 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates.

**NUMBER OF COMPONENTS** Two: Part A and Part B

**PACKAGING** Five-Gallon Kit: Consists of 4.0 gallons of Part A in a 5-gallon plastic pail and a full filled gallon can of Part B. When mixed, yields five gallons (18.9L).  
One-Gallon Kit: Consists of a partially filled one-gallon can labeled Part A and a partially filled quart can labeled Part B. When mixed, yields one gallon (3.79L).

**NET WEIGHT PER GALLON** 8.58 ± 0.5 lbs (3.84 ± .11 kg) (mixed)

**STORAGE TEMPERATURE** Minimum 35°F (2°C) Maximum 110°F (43°C)

**SHELF LIFE** 24 months at recommended storage temperature.

**FLASH POINT - SETA** N/A

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

# ELASTO-GRIP® FC | 151-1051

## APPLICATION

**COVERAGE RATES** One gallon will cover from 180 to 400 sq ft (16.7 to 37.2 m<sup>2</sup>). Highly porous or rough/irregular surface will reduce coverage. Application of coating below minimum or above maximum dry mil thickness recommended may adversely affect coating performance.

**MIXING** Stir contents of the can marked Part A. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Unused material must be kept tightly closed at all times.

**THINNING** Not recommended.

**POT LIFE** 12 hours at 77°F (25°C)

**APPLICATION EQUIPMENT** *Airless Spray*

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.013"-0.019" (330-485 microns)	2500-3000 psi (172-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.  
**Roller:** Use short synthetic nap rollers for smooth surfaces. Use long synthetic nap rollers for rough surfaces.  
**Brush:** Soft nylon or synthetic bristles.

**SURFACE TEMPERATURE** Minimum 40°F (4°C) Maximum 120°F (49°C)  
 The surface should be dry and at least 5°F (3°C) above the dew point.

**CLEANUP** Flush and clean all equipment immediately after use with warm, soapy water. Flush spray equipment with a final rinse of ethanol or isopropyl alcohol.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com



# ENVIRO-CRETE® SERIES 156

or approved equal

## PRODUCT PROFILE

- GENERIC DESCRIPTION** Modified Waterborne Acrylate
- COMMON USAGE** Flexible, breathable coating primarily for concrete and masonry that can fill and bridge minor hairline cracks. Excellent elastomeric protection against driving rain, alternate freezing-thawing and UV light. Series 156 can also be used as a low cohesive stress overcoat for aged oil or alkyd systems.
- COLORS** Refer to Tnemec Color Guide. Series 156 is also available in 01AB Air Barrier Beige.
- FINISH** Matte — Smooth
- SPECIAL QUALIFICATIONS** Series 156 meets air barrier (A.B.) requirements of Massachusetts' Energy Code, 780 CMR Chapter 13.
- PERFORMANCE CRITERIA** Extensive test data available. Contact your Tnemec representative for specific test results.

## COATING SYSTEM

- PRIMERS**
  - Concrete, Masonry and Wood:** Self-priming or Series 151-1051, 287
  - Plaster and Stucco:** Series 151-1051, 287
  - Split-Face and Split-Fluted Block:** Self-priming or Series 130-6602
  - Steel:** Series 37H, 66, N69, N69F, L69, L69F, 90-97, 94-H<sub>2</sub>O, 135, L140, L140F
  - Galvanized Steel & Non-Ferrous Metal:** Series 66, L69, L69F, N69, N69F, 135
  - Other:** Series 151 on treated or stained wood, drywall, highly absorbent surfaces and recommended sound existing coatings.

## SURFACE PREPARATION

- STEEL** Refer to primer product data sheets for surface preparation recommendations.
- GALVANIZED STEEL & NON-FERROUS METAL** Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.
- CRACKS** Fill hairline cracks less than 1/64 inch (.4 mm) wide by brushing Series 156 into them prior to applying Series 156 over the entire area to be coated. Most business cards are about 1/64 inch (.4 mm) thick. For cracks wider than 1/64 inch (.4 mm) and/or moving cracks, gaps and expansion joints use Series 152 Tnemec-Tape. Refer to Series 152 product data sheet for details. **Note:** Use Series 156 to embed Tnemec-Tape prior to topcoating with 156.
- PAINTED SURFACES** Remove chalk and old paint not tightly bonded to the surface. Apply test patch to check adhesion.
- ALL SURFACES** Must be clean, dry and free of oil, grease, form release agents and other contaminants. Allow new concrete, plaster, stucco and masonry to cure 14 days. Level protrusions and mortar spatter. Bare cementitious surfaces can be slightly dampened with clean water if product is drying too rapidly during application. Series 151 may improve adhesion on smooth surfaces. Reference SSPC-SP13/NACE 6.

## TECHNICAL DATA

- VOLUME SOLIDS** 50.9 ± 2.0% †
- RECOMMENDED DFT** 4.0 to 8.0 mils (100 to 205 microns) per coat.
- CURING TIME**

Temperature	To Touch	To Handle	To Recoat
75°F (24°C) 50% Relative Humidity	1/2 hour	1-2 hours	1 1/4 hours

Curing time varies with surface temperature, air movement, humidity and film thickness.

- VOLATILE ORGANIC COMPOUNDS** **Unthinned-** 0.41 lbs/gallon (49 grams/litre) †
- THEORETICAL COVERAGE** 816 mil sq ft/gal (19.9 m<sup>2</sup>/L at 25 microns). Actual coverage will vary from about 100 to 200 sq ft (9.3 to 18.6 m<sup>2</sup>) per gallon dependent upon product, substrate and coating thickness. †
- NUMBER OF COMPONENTS** One
- PACKAGING** 5 gallon (18.9L) pails and 1 gallon (3.79L) cans. Yield: 5 gallons and 1 gallon respectively.
- NET WEIGHT PER GALLON** 11.77 ± 0.25 lbs (5.34 ± .23 kg) †
- STORAGE TEMPERATURE** Minimum 35°F (2°C) Maximum 110°F (43°C)
- TEMPERATURE RESISTANCE** (Dry) Continuous 175°F (79°C) Intermittent 185°F (85°C)
- SHELF LIFE** 24 months at recommended storage temperature.
- FLASH POINT - SETA** N/A
- HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. **Keep out of the reach of children.**

# ENVIRO-CRETE® | SERIES 156

**APPLICATION**

**COVERAGE RATES**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	6.0 (150)	12.0 (305)	136 (12.6)
Minimum	4.0 (100)	8.0 (205)	204 (18.9)
Maximum	8.0 (205)	16.0 (405)	102 (9.5)

Allow for application losses and surface irregularities. Roller or brush application may require multiple coats to obtain recommended film thickness. *Important: Protection against weather, driving rain and alternate freezing and thawing is obtained when coating is applied to form a continuous, void-free film.* The coating must be brushed, rolled or sprayed and backrolled onto block. Grooves in scored and fluted block must be brushed. Two coats are normally recommended for lightweight or haydite block. Split-face and split-fluted block must be filled. Contact your Tnemec representative for specific coating system recommendations. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Film thicknesses are calculated from the sq ft/gal figures. There is no method for accurately measuring the film thicknesses of this coating applied over a rough masonry substrate. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Stir contents to a uniform consistency.

**THINNING**

Not recommended except when priming highly porous surfaces. Thin first coat 30% or 1 1/4 quarts (1.1L) per gallon with potable water.

**APPLICATION EQUIPMENT**

**Airless Spray**

Pump	Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
Graco 35:1 Senator or larger	0.019"-0.029" (480-735 microns)	2500-3000 psi (172-207 bar)	3/8" (9.5 mm)	30 mesh (600 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Roller:** Use a 3/8" to 1-1/2" (9.5 mm to 38 mm) synthetic woven nap roller cover. Use longer nap for rough or porous surfaces. Multiple coats may be required to achieve recommended film thickness, depending on applicator technique and roller nap size.

**Brush:** Use a good quality nylon or synthetic bristle brush.

**SURFACE TEMPERATURE**

Minimum 40°F (4°C) Maximum 100°F (38°C)  
The surface should be dry and at least 5°F (3°C) above the dew point.

**CLEANUP**

Clean equipment immediately after use; brushes and rollers with hot, soapy water; spray equipment as follows:

1. Pump out excess material from equipment and lines.
2. Pump 10 gallons (40L) of clean water through airless pump or conventional pressure tank and lines.
3. Release pressure from pump or pressure tank and clean all parts and surfaces.
4. Reassemble and flush with clean water. Finish with a final flush of ethyl or isopropyl alcohol.

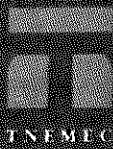
**CAUTION**

Dry overspray can be wiped or washed from most surfaces. Satisfactory dry-fall performance depends upon height of work, weather conditions, equipment adjustment and proper thinning. Test for each application as follows: Spray from 15 to 25 feet towards paint container. The material then should readily wipe off. **Note:** Heat can fuse-dry overspray to surfaces. Always clean dry overspray from hot surfaces before fusing occurs. Be aware that exterior surface temperatures can be higher than air temperature. Also, Series 156 has a tendency to show lap marks when spray applied to large, flat surfaces during hot weather. To minimize lap marks stay away from direct sunlight, pre-wet masonry substrates by misting with clean water and lightly backroll with 3/8" nap rollers immediately behind spray application.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMECT Fax: 1-816-483-3969 www.tnemec.com



# TNEME-TAPE SERIES 152

or approved equal

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Polyester Fabric

**COMMON USAGE** Flexible tape provides reinforcement for coatings that will bridge cracks and expansion joints.

## COATING SYSTEM

**TOPCOATS** Series 156, 157, 158, 159

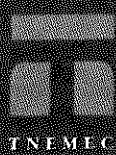
## TECHNICAL DATA

<b>PACKAGING</b>	<b>PRODUCT</b>	<b>PACKAGING</b>	<b>DIMENSION</b>
	152-205 Tneme-Tape HD	rolls	3" x 164' (7.6 x 50 m)
<b>NET WEIGHT</b>	<b>PRODUCT</b>		<b>WEIGHT PER ROLL</b>
	152-205 Tneme-Tape HD		9.0 oz (255 g)
<b>STORAGE TEMPERATURE</b>	Minimum 30°F (-1°C) Maximum 110°F (43°C)		
<b>SHELF LIFE</b>	5 years when stored inside at recommended storage temperature.		

## APPLICATION

- APPLICATION** Repair cracks, gaps, expansion joints, etc., wider than 0.125" with heavy duty 152-205 HD Tneme-Tape.
1. Prime, if required, according to topcoat product data sheet.
  2. Apply one coat of either 156 or 158 over the area of the crack, joint, etc., to achieve half the total coverage given in the topcoat application instructions: Ensure that the coating is brushed or sprayed over the entire repair area to be reinforced and sufficiently to either side to allow the 152 Tneme-Tape to be completely embedded.
  3. Press 152 Tneme-Tape into the coating with a brush, to remove all air pockets.
  4. Brush the membrane which comes through the tape over the surface and allow to dry, thereby leaving the reinforcing fabric encapsulated in the coating.
  5. The entire area to be coated can then be coated per the topcoat product data sheet.
- Note:** Apply even coats to avoid build-up of thick patches within the tape. Allow thorough drying between each stage. Joints should be butted together and not overlapped. The tape itself should be applied in its natural relaxed condition, do not stretch 152 during application.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.



# MORTARCLAD™ SERIES 218

or approved equal

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Epoxy Modified Cementitious Mortar

**COMMON USAGE** A high-performance, aggregate reinforced material for surfacing, patching and filling voids and bugholes in concrete substrates. Generally topcoated with a variety of high-performance epoxies and polyurethanes for use in mild to aggressive exposures.

**COLORS** Greenish Gray

## COATING SYSTEM

**PRIMERS** **Concrete:** Self-priming  
**CMU:** Self-priming

**TOPCOATS** Series 1, 20, 22, FC22, 30, 46H-413, 61, 66, L69, N69, 84, 104, 120, L140, N140, 151-1051, 161, 201, 205, 222, 223, 224, 237, 238, 239, 262, 264, 270, 273, 280, 281, 282, 406, 434, 435, 436, 446.

**Note:** Refer to the applicable topcoat data sheet for color availability and additional information.

## SURFACE PREPARATION

Prepare surfaces by method suitable for exposure and service. Refer to the appropriate topcoat product data sheet for specific surface preparation recommendations.

**CONCRETE** Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") Abrasive blast, shot-blast or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**CMU** Allow mortar to cure for 28 days. Level protrusions and mortar spatter.

**PAINTED SURFACES** Not recommended.

**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants.

## TECHNICAL DATA

**VOLUME SOLIDS** 100% (mixed)

**RECOMMENDED DFT** **Prime Coat:** 1/16"-1/4" per lift; maximum 1/2" thickness  
**Feather-edge Capable:** 1/32"

CURING TIME	Temperature	To Touch	To Recoat with Itself	To Topcoat
		75°F (24°C) & 50% R.H.	3-4 hours	unlimited †

† **Note:** When the first application is equal to or greater than 1/4", or the second application is equal to or greater than 1/4", then the maximum recoat window with itself is 2 hours.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.15 lbs/gallon (19 grams/litre)

**NUMBER OF COMPONENTS** Three—Liquid: Part A and Part B Powder: Part C

**PACKAGING** **KITS CONSIST OF:**

	PART A (Liquid)	PART B (Liquid)	PART C (Cement-Sand)	When Mixed
Large Kit	1 gal plastic jug	1 qt plastic jar	42.75 lb bag	2.8 gallons (10.6 L)
Small Kit	1 qt plastic jug	1 pt plastic jar	10.7 lb bag	0.7 gallon (2.6 L)

**NET WEIGHT** Large Kit: 51.53 lbs (23.37 kg) Small Kit: 12.88 lbs (5.84 kg)

**STORAGE TEMPERATURE** Minimum 40°F (4°C) Maximum 110°F (43°C)  
For optimum handling and application characteristics, all material components should be stored or conditioned between 70°F to 90°F (21°C to 32°C) 48 hours prior to use. Protect Parts A & B from freezing; discard if frozen. Protect Part C from moisture; store in dry environment off ground.

**TEMPERATURE RESISTANCE** (Dry) Continuous 170°F (77°C) Intermittent 200°F (93°C)

**SHelf LIFE** 12 months at recommended storage temperature.

**FLASH POINT - SETA** N/A

**HEALTH & SAFETY** This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

# MORTARCLAD™ | SERIES 218

## APPLICATION

### COVERAGE RATES

Thickness	Large Kit	Small Kit
1/16" (1.6 mm)	72 sq ft (6.7 m <sup>2</sup> ) theoretical	18 sq ft (1.7 m <sup>2</sup> ) theoretical
1/8" (3.1 mm)	36 sq ft (3.3 m <sup>2</sup> ) theoretical	9 sq ft (.84 m <sup>2</sup> ) theoretical
1/4" (6.4 mm)	18 sq ft (1.7 m <sup>2</sup> ) theoretical	4.5 sq ft (.42 m <sup>2</sup> ) theoretical

Allow for application losses due to surface irregularities and substrate porosity.

### MIXING

Pour liquid Part A into a container large enough to hold all components. Under agitation slowly add liquid Part B. When blended, slowly sift powder, Part C, while continuing agitation. Do not dump all of the Part C into the liquids at one time. Mix for two minutes or until the cement-sand is thoroughly wetted and a smooth consistency is obtained. **Important: Do not add additional Part C.**

**Note:** For repair of large bugholes, honeycomb and other cavities deeper than the recommended maximum thickness, 20-25 lbs of multi-purpose clean sand (conforming to ASTM C 33) or 15-18 lbs of locally purchased pea gravel (coarse aggregate) can be post added to create "dry-pack" mortar. One half inch to No. 8 size (12.5 mm to 2.36 mm) pea gravel conforming to ASTM C 33 is recommended. Contact your Tnemec representative or Tnemec Technical Services for additional information.

### THINNING

Normally not required. For low-pressure spray application to transfer the Series 218, may thin up to 6 oz. for large kit or up to 2 oz. for small kit. Use only potable water.

### POT LIFE

1 hour at 75°F (24°C).

**Caution: Thinning with high temperature water will significantly reduce the pot life. For best results, water temperature should not exceed 80°F (27°C).**

### SUBSTRATE CONDITIONING

The concrete substrate surface should be "pre-wet" or dampened with potable water to a Saturated Surface Dry (SSD) condition; the concrete is darkened by water but there is no pooling of water on the concrete. This can be done by using a Hudson pump-up sprayer or heavy nap roller cover dampened with potable water. **Note:** Do not over saturate the surface.

### APPLICATION EQUIPMENT

Mortar Hawk, steel, stiff concrete finishing trowels, broad knives and rubber floats are recommended. For troweling inside and outside corners, the use of a radius or margin trowel is recommended.

Material can be transferred to the surface by utilizing hydraulic spray equipment (i.e. WIWA 410 9:1 or 600 12:1 pump) followed by troweling to seal the material. No special ACI 308 curing requirements - ambient cure only.

For a smoother finished appearance, trowel licks may be reduced by using a 1/4" nap roller cover lightly dampened with water over the sealed Series 218 material. **Note:** If white liquid is brought to the surface during this process, the Series 218 material is being overworked and/or oversaturated. Overworking or oversaturating the surface may have an adverse effect on the adhesion of subsequent coatings applied. Let Series 218 cure and remove surface deposit using concrete rub brick.

### SURFACE TEMPERATURE

Minimum of 45°F (7°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

### MATERIAL TEMPERATURE

For optimum application, handling and performance, the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

### CLEANUP

Flush and clean all equipment immediately after use with warm water.

**WARRANTY & LIMITATION OF SELLER'S LIABILITY:** Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com



Contact Names and Telephone Numbers

University of Tennessee – Knoxville / Doug Lowrie – 865-974-5716

Tennessee State University / Dan Wooten – 615-963-5673

Littleton/Englewood Waste Water Treatment Plant / Gunter Ritter - (303) 762-2600

Thigpen Construction Company / Lucas Ehrensing – 504-467-6336

Jones Brothers / Linda Schuster – 504-957-9578

WW Masonry Restoration and Waterproofing, Inc.

Statement of Experience - Owners Past and Current Construction Experience

Year	Type of Work	\$ Amount	Location	Client
2008	Thru wall flashing of masonry, re-caulking, washing and sealing	\$95,000	Knoxville, TN	UT-Knoxville
2008	Tuck pointing, limestone repairs, waterproofing, washing, caulking, and sealing	\$80,000	Nashville, TN	TSU
2009-2010	Masonry restoration/preservation, tuck pointing, metal repairs and coatings	\$785,000	Chalmette, LA	National Park Service
2011	Masonry repairs, caulking repairs, coating, waterproofing	\$84,000	Greeley, CO	University Northern CO
2011-2013	Masonry repairs, caulking repairs, coating, waterproofing	\$120,000	Denver, CO	Triton Properties
2011-2014	French Quarter - Masonry repairs, caulking repairs, coating, waterproofing	\$140,000	New Orleans, LA	Thigpen Construction
2012	Waterproof deck coatings, concrete patching, masonry repairs, washing, coating	\$385,000	Englewood, CO	Water Treatment-Denver
2012	Re-caulking	\$145,000	Denver, CO	Pine Creek Apartments
2012	Hydro-Active Grout injections – below grade waterproofing	\$22,000	Denver, CO	Jewish Health – Hospital
2012	Masonry repairs, tuck pointing, caulking, wash and seal	\$32,000	Kearney, NE	State of Nebraska
2013	Repair of flood wall – concrete patching and coatings	\$8,500	Parker, CO	The Pinery
2013	Masonry repairs, lintel waterproofing, caulking, washing, sealing	\$350,000	Kansas City, KS	University of Kansas
2013	Lintel replacement, lintel flashing, masonry restoration, wash and seal	\$480,000	Marrero, LA	Jefferson Parish Schools
2013	Masonry repairs and tuck pointing	\$24,000	Fargo, ND	GSA
2013-2014	Pre-cast patching, pressure washing and waterproof coatings	\$675,000	Gretna, LA	West Jefferson Hospital
2013-2014	Masonry restoration, tuck pointing, terra cotta restoration, washing	\$489,000	Denver, CO	Denver Public Schools
2014	Masonry repairs, washing, coating, waterproofing	\$165,000	New Orleans, LA	University of New Orleans
2014	Masonry repairs, washing, coating, waterproofing	\$71,000	New Orleans, LA	Delgado University
2014	Masonry repairs, tuck-pointing, chimney repairs	\$16,000	Gretna, LA	Jefferson Parish Schools
2014	Re-caulking, washing, coating, waterproofing	\$255,000	Franklin, LA	City of Franklin
2014	Washing, coating, waterproofing	\$28,000	Gretna, LA	Jefferson Parish

# Standard Procurement Terms and Conditions

City of Franklin, Tennessee - WW Agrees

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin  
Attn: Purchasing Manager  
Re: City of Franklin Purchasing Office Solicitation No.  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
FAX: 615/550-0079  
E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

WW Masonry Restoration and Waterproofing  
Attn: Greg Wall  
2015\_031  
718 Thompson Lane  
Suite 108-245  
Nashville, TN 37204  
N/A  
[gwall4@outlook.com](mailto:gwall4@outlook.com)

W

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
  
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
  
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
  
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
  
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
City of Franklin, Tennessee

State of Colorado)

County of Jefferson) SS

Affiant, Greg Wall, deposes and makes oath that:  
(Printed name of person signing Affidavit)

1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

WW Masonry Restoration and Waterproofing  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

VICKIE SPICER  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 11/29/2015

Wall  
(signature of Affiant)

Project Mgr.  
(title of Affiant)

and subscribed to before me this 17 day of April, 2015

[Signature]  
(Notary Public)

My Commission Expires: 11-29-2015

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015\_031)

**Affidavit of Title VI Compliance**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Colorado )  
County of Jefferson ) SS

Affiant, Greg Wall, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WW Masonry Restoration and Waterproofing,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Wall  
(signature of Affiant)

Project Mgr.  
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2015

[Signature]

My Commission Expires: 11-29-2015

(Notary Public)  
VICKI E. SPICER  
NOTARY PUBLIC  
STATE OF COLORADO



# Affidavit of License Certificate

a form required of Bidders and Proposers proposing to serve as contractors for construction projects for the

## City of Franklin, Tennessee

State of Colorado )  
County of Jefferson ) SS

Affiant, Greg Wall, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WW Masonry Restoration and Waterproofing  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. 62710 with a date of expiration of January  
31, 2017, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

Wall

(signature of Affiant)

Project Mgr

(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2015

[Signature]  
(Notary Public)

My Commission Expires: 11-29-2015

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015\_031)

VICKI E. SPICER  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 11/29/2015

9447476

307024

# State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

WW MASONARY RESTORATION AND WATERPROOFING, INC.

*This is to certify that all requirements of the State of Tennessee  
have been met.*

ID NUMBER: 00062710

LIC STATUS: ACTIVE

EXPIRATION DATE: 01/31/2017

LMC:  
BC-14:

\$1,500,000.00



IN-1313

DEPARTMENT OF  
COMMERCE AND INSURANCE

## License Details

License Status	ACTIVE - FULLY LICENSED
License #	62710
License ID	62710
Expiration Date	Jan 31 2017
Original Date	Sep 22 2009
Profession Code	1801 <a href="#">&lt;&lt; Click</a>
Profession Name	Contractor
First Name	
Middle Name	
Last Name	WW MASONARY RESTORATION AND WATERPROOFING
City	NASHVILLE
State	TN
Zip Code	37204
Rank	Contractor
License Activity Description	

CLASSIFICATION 1	LMC;
CLASSIFICATION 2	BC-14;
MONETARY LIMIT	\$1,500,000.00

**Affidavit of Drug-Free Workplace**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

State of Colorado )  
County of Jefferson ) SS

Affiant, Greg Wall, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WW Masonry Restoration and Waterproofing,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

*Wall*  
(signature of Affiant)

Proj. Mgr  
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2015

*V. E. Spicer*  
(Notary Public)

My Commission Expires: 11-29-2015



My Commission Expires 11/29/2015

**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

On behalf of Bidder/Proposer, Greg Wall agrees that:  
(printed name of person signing Agreement)

1. He or she is the Representative of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
WW Masonry Restoration and Waterproofing,  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

Wall  
(signature of person whose printed name appears above)

Project Manager  
(title of person whose printed name appears above)

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0114)

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## Attachment No. 2

### Certificate of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
5/13/2015	BancorpSouth Insurance Services, Inc.	1423382143	City of Franklin	Commercial General Liability	9/26/2015
				Automobile Liability	9/26/2015
				Workers Compensation and Employers' Liability	6/12/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancorpSouth Insurance Services, Inc. The Insurance Center 213 Porter Biloxi MS 39530	CONTACT NAME: PHONE (A/C, No, Ext): 228-374-2000		FAX (A/C, No): 228-863-1957
	E-MAIL: ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : FCCI Insurance Company		10178	
INSURER B : Bridgefield Casualty Insurance		10335	
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED: WWWASON-01  
 WW Masonry Restoration and Waterproofing, Inc  
 427 Jackson Avenue  
 Unit 106  
 New Orleans LA 70130

CERTIFICATE NUMBER: 1423382143      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GL001718301	9/26/2014	9/26/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA002803401	9/26/2014	9/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB0019746	9/26/2014	9/26/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	196-37066	6/12/2014	6/12/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is additional insured as respects General Liability including premises and completed operations for work performed by Named Insured as required in written contract.

<b>CERTIFICATE HOLDER</b>  City of Franklin 109 3rd Avenue South Franklin TN 37064	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.



However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.