

WESTWOOD MIDDLE SCHOOL EXTERIOR WALL REHABILITATION

Manchester City Schools is seeking bids to rehabilitate the exterior walls of Westwood Middle School located at 505 Taylor St., Manchester, TN 37355.

Manchester City Schools is seeking a “turn-key” solution that includes an assigned project manager to oversee all aspects of the surface preparation and application of all products to the exterior of the building. A complete bid shall include all material, labor, licensing and use tax. Each bid should include a scope of work outlining all stages of the project as well as a timeline telling the length of time to complete.

There will be a mandatory “pre-bid” meeting at 9:00 a.m. Friday, July 8th. The meeting will be at the Westwood Middle School front entrance. Any questions will be answered at the pre-bid meeting. All bids are due Tuesday July 12, 2016 by 3:00 p.m. Any vendor that does not attend the pre-bid meeting and walk through will not be considered for bid approval. Bids may be submitted by email or regular postage. Final selection of a vendor will be made by Manchester City Schools. A rubric will be used based off numerical scoring of four categories.

	<i>Criteria</i>	<i>Points</i>
1	Price	30
2	Meets or Exceeds Specs	25
3	Overall Plan	20
4	Completion Time	15
5	Experience/ References	10

It is the responsibility of the vendor to account for all material necessary for a complete installation. A materials list with expected quantities will be provided from every vendor.

Manchester City Schools Board of Education will not be responsible for any cost incurred by the Bidder in preparing proposal

The right to reject any or all bid proposals, either in whole or in part, or to waive any informalities or irregularities therein is reserved by Manchester City Schools Board of Education.

Employees of the selected contractor must have a sexual predator background check performed prior to entering any Manchester City Schools school grounds as per Tennessee Code Annotated Section 9-5- 413.

The work shall comply with applicable federal, state, and local laws, rules and regulations including the prevailing wage guidelines, health and environmental regulations.

Required notices shall be given necessary governmental licenses and inspections procured. Contractor shall be responsible to acquire any permits required within the

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scope of this project. Contractor is responsible for their own safety, taking all necessary precautions to ensure the safety of the methods employed in this project.

The Contractor shall indemnify and hold harmless Manchester City Schools Board of Education from all liabilities, suits, damages, costs, and expenses that may be imposed on Manchester City Schools Board of Education because of the Contractor's failure to comply with the regulations stated herein.

Terms and Conditions **Reservation of Rights**

The purchaser reserves the right to incorporate standard contract provisions to any contract negotiated as a result of any proposal submitted in response to the Request for Proposal (RFP). All of the following will apply:

- A. Negotiation, if undertaken by the purchaser, is intended to result in a contract that is deemed by the purchaser at its sole discretion to be in the purchaser's best interests. Any such negotiation will use the selected proposal or proposals as a basis to reach final agreement, if possible.
- B. The purchaser reserves the right to include in the contract the services and other terms and conditions not specifically set forth here, including, but not limited to terms and conditions required by laws, or interpretations of laws of local, state or federal governments. The purchaser reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal.

Licenses, Permits, Inspections, and Taxes

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits, taxes, and fees required for this project; and shall comply with all federal, state, local, and the purchaser codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the purchaser.

Applicable Law

Any contract(s) or order(s) resulting from this Request for Proposal shall be governed and interpreted under the laws of the State of Tennessee. The contractor shall at all times comply with and observe all federal and State laws, local laws, building codes, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Where appropriate, all equipment and installation workmanship shall comply with specifications contained in Electronics Industries Association Standards and the electrical Code. As pertinent, all equipment shall be FCC-certified, FCC type accepted and/or UL listed. All work shall be conducted according to the standards of the industry-wide and professional standards.

Contract Suspension, Termination, and Cancellation

The purchaser may cancel the contract in whole or in part:

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- A. If the purchaser deems that such termination is in the best interest of the purchaser. Upon such termination, the purchaser's liability shall be limited to the reasonable value of services performed and deemed acceptable by the purchaser upon the date of such mutual agreement.
- B. In the event that the purchaser gives notice to terminate pursuant to this subsection, such notice shall be given no less than seven (7) days prior to the date on which the termination becomes effective. Upon such termination, the purchaser's liability shall be limited to the reasonable value of services performed and deemed acceptable by the purchaser as of the effective date of the termination.
- C. For cause, which shall include failure or unwillingness of the Vendor to comply with the approved program, including attached conditions, with applicable state law, or with such directives as may become generally applicable at the time.
- D. No cancellation will affect any expenditure or legally binding commitments made prior to receiving notice of the cancellation, suspension or termination provided such expenditures or commitments were made in good faith and not in anticipation of cancellation and are otherwise allowable.
- E. In the event of cancellation prior to the full term of the contract, the Vendor shall arrange to provide the purchaser all work documents.

Vendor's Liability

The Vendor shall be liable for damages arising out of injury to the person and/or damage to the property of the purchaser or its member sites, employees of the purchaser or its member sites, persons designated by the purchaser for any purpose, other than agents or employees of the contractor, prior to or subsequent to acceptance, delivery, installation, and use of the equipment either at the vendor's site or at the installation site, provided that the injury or damage was caused by fault or negligence of the Vendor.

Insurance

I. Indemnification

- A. The Vendor shall indemnify and hold harmless The Purchaser, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The Purchaser, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The Purchaser, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.
- B. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Purchaser's option, of any and all claims of liability and all suits and actions of every name and description that

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may be brought against The Purchaser which may result from the operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

- C. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

II. Liability and Insurance

- A. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.
- B. The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, Auto Liability Insurance, Workman's Compensation and Employer's Liability Insurance, as required by the laws of the State of Tennessee. The Vendor's policy shall contain as a minimum, the following provisions, coverage, and policy limits of liability.
- C. Workmen's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the contract.
- D. Public liability and property damage liability insurance covering all operations under the contract. Limits for bodily injury or death not less than \$500,000 for one person and \$500,000 for each accident; for property damage, not less than \$500,000 for each accident and \$1,000,000 aggregate umbrella for accidents during the policy period.
- E. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. Public liability limits of not less than \$300,000 for one person and \$500,000 for each accident; property damage limit of \$500,000 for each accident.
- F. The Vendor shall furnish to The Purchaser a Certificate of Insurance, in such form as The Purchaser may prescribe, evidencing compliance with the foregoing requirements. Certifications of insurance must list the following as additionally insured: Manchester City Schools Board of Education.
- G. Insurance Certificates: Insurance certificates furnished by companies licensed to do business in the State of Tennessee indicating the required minimum coverage shall be furnished to the purchaser prior to contract award.

Payment for Services

- A. Vendors are to provide a suggested payment plan, which will be negotiated at the time of agreement/contract finalization.
- B. Payments by the purchaser to the Vendor shall be made according to the purchaser's payment cycle.

Total System Responsibility

It is understood, and the Vendor hereby agrees, that the Vendor shall be solely responsible for all equipment, materials and/or services that the vendor proposes, and where applicable, for equipment provided by the purchaser. Notwithstanding the details

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presented in this specification, it is the responsibility of the Vendor to verify the completeness of the equipment required and its suitability to meet the intent of this proposal. The vendor shall provide any additional equipment required for installation; it is understood that a complete system is required. The cost for additional equipment, materials and services not covered in this RFP shall be negotiated between the purchaser and the Vendor prior to issuance of the purchase order.

Rejecting Defective Work and Equipment

The purchaser's representatives will have the authority to disapprove or reject equipment and/or services which are defective, unsatisfactory, faulty, or do not conform to the requirements of the Contract Documents.

General Specifications

Listed below are general specifications that are required. Specific requirements will be listed in the separate building section.

ELASTOMERIC ACRYLIC WALL COATING

PART 1 – GENERAL

1.1 SUMMARY

- A. This specification is for a one component, low solvent, emulsified poly-resin architectural wall coating. It damp proofs and beautifies all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulating finishing systems (EIFS).

1.2 RELATED SECTIONS

- A. Drains, Vents, Ducts, Penetrations: Section 07700
- B. Repairs and cleaning of masonry surfaces: Section 04500
- C. Repairs to expansion joints and application of joint sealants: Section: 07900

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's standard submittal package including specification, installation instructions, and general information for each waterproofing material.
- B. Waterproofing System Manufacturer's Report Form: Provide a copy of the report form utilized by the system manufacturer for progress inspections to monitor installation and quality.
- C. Applicator Qualifications: Submit a current qualified applicator certificate from the specified waterproofing manufacturer.

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- D. Any material submitted as an equal to the specified material must include a list of three projects where the proposed material has been used in a similar waterproofing system as that which is specified and is located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least three years old and be available for inspection by the Owner or Owner's Representative.

1.4 QUALIFICATIONS

- A. Primary elastomeric coating materials shall be products from a single manufacturer. The primary manufacturer shall recommend any secondary materials. Manufacturer shall have a minimum of 10 years experience in the manufacturing of materials of this type.
- B. Applicators shall have a minimum of 5 years experience in the application of damp proofing materials of the type specified. Applicator shall be an authorized applicator from the specified damp proofing manufacturer.
- C. Pre-bid Job Walk: Prior to bid opening there is to be a mandatory pre-bid job walk. Anyone not attending the pre bid job walk will not be allowed to bid the project. All products considered an equal to the specified product or any changes in the scope of work or installation or specifications must be presented at the pre bid job walk. Changes in any specification may be discussed at the pre-bid meeting. If a change in the specification is accepted, all bidding vendors will be notified with an email and an addendum to the posted RFP. No other changes to the specification or bid documents will be accepted.
- D. Pre-Installation Conference: Just prior to commencement of the elastomeric coating system, meet at the site with a representative of the coating manufacturer. The elastomeric coating contractor, the general contractor, the district appointee and other parties affected by this section. Review methods and procedures, substrate conditions, scheduling and safety.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store all coating materials in the original unopened containers between 50° - 80°F (10° - 26°C) until ready for use.
- B. Follow the special handling or storage requirements of the manufacturer for cold weather, hot weather, etc.
- C. Safety: Refer to all applicable data, including but not limited to, MSDS sheets, PDS sheets, product labels, and specific instructions for specific personal protection requirements.

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- D. Ventilation: Provide adequate ventilation to prevent the accumulation of hazardous fumes during application.
- E. Environmental requirements: Proceed with work of this section only when existing and forecasted weather conditions will permit the application to be performed in accordance with the manufacturer's recommendations.

1.6 WARRANTY

- A. The contractor shall guarantee that all work performed will be free from defects in materials and workmanship. The contractor is to provide a 2-year labor/workmanship warranty. Upon notice of defect in writing, the contractor within one year after completion of work shall, at his own expense, make all necessary repairs or replacements of the defective work in question.
- B. A 10-year, material warranty against defects is available with this system provided it has been installed by a Garland Approved Applicator and is installed according to this specification.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. **The design is based upon masonry coating systems engineered and manufactured by The Garland Company or approved equals:**

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com

2.2 MATERIALS

- A. Emulsified Acrylic Coating: Tuff-Coat for damp-proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finish systems (EFIS).

Tuff-Coat has the following physical properties:

Tensile Strength: 160 psi (ASTM D-2370)

Elongation: 585% (ASTM D-2370)

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Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653)

Solids by Volume: 47.4%

- B. Joint Sealant / Repair Sealant: Green-Lock Sealant XL is a single component high performance 100% solids, interior or exterior polyether joint sealant, designed for difficult sealing applications. Green-Lock Sealant XL bonds tenaciously to concrete, metal (including Kynar coated metal), glass, PVC and EPDM membranes.
- C. Nontoxic Biodegradable Cleaner: B-Clean is a heavy-duty chemical formulation designed to clean a variety of masonry substrates including: concrete, brick, stone, aggregate, and block surfaces.
- D. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional material for rough or irregular surfaces and up to 10% for material loss during application and differences in substrate porosity.

PART 3 – EXECUTION

1.1 EXAMINATION

- A. Verify that substrate is ready to receive work; surface is clean, dry and free from projections and depressions, loose scale, sand, curing compounds, grease, oil, asphalt, loose coatings need removed and other foreign deposits.
- B. The work shall not be started when temperature is under 50°F (10°C) or when chance of precipitation is greater than 35%

1.2 INSTALLATION

PREPARATION

1. Pressure wash 3500 PSI or greater all masonry walls to be treated using Simple Green or equivalent cleaner solution or Tri-Sodium Phosphate solution. Rinse thoroughly with clean water. If evidence of oil film remains as indicated by water “beading,” etch surface with 10% solution muriatic acid. Agitate surface with stiff bristle broom; then rinse with clean water.
2. If necessary, Use Garland B-Clean Masonry Cleaner (or equivalent) in accordance with product data sheet for removing any mold or mildew that is not removed by pressure washing with Simple Green (or equivalent) Cleaner.
3. Care should be taken to ensure that all loose or delaminating previous paint is removed.

MASONRY TUCK POINTING INSTALLATION

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1. Defective mortar areas should be repaired using a cement-based patching compound. Where mortar is damaged or open greater than 1”in width, remove mortar to a depth of ¾” in, or until sound surface is reached. Immediately prior to application of mortar, dampen joints to be tuck-pointed.
2. Tightly pack mortar into joints in thin layers, approximately 6 mm (1/4-inch) thick maximum. Allow layer to become "thumbprint hard" before applying next layer. Pack final layer flush with surfaces of masonry units.
3. Tool joints with a jointing tool to produce a smooth, compacted, concaved joint.

MASONRY JOINT SEALANT INSTALLATION

1. Cut out all existing joint sealants before installing any new materials. This includes all wall joints, counter flashings and crack repair materials.
2. Use masking tape where required to prevent contact of sealant with adjoining surfaces that will not receive a final coating.
3. As necessary, install cylindrical sealant backings, (closed-cell material with a surface skin), of size and density to control sealant depth and contribute to producing optimum sealant performance.
4. Install Greenlock Sealant XL (Or equivalent) so it directly contacts joint substrates and completely fill recesses in each joint configuration.
5. Provide concave joint profile and remove excess sealant from surfaces adjacent to joints.
6. All wall penetrations shall be resealed using Greenlock Sealant XL. (or equivalent)
7. All cracks or opening found in wall greater than 1/8” inch and less than 1” inch shall be resealed using Greenlock Sealant XL(or equivalent). Crack shall be cleared of all loose debris, dirt and widened slightly at the surface to accommodate elastomeric hybrid sealant. Apply elastomeric hybrid sealant by knifing into crack or gunning over crack surface, followed by tooling to match adjacent surface profile, pressing the sealant into the crack cavity to fill completely. **Use tuck-pointing scope for cracks or holes greater than 1” inch.**
8. Allow sufficient curing time for all sealants to dry-through before proceeding with elastomeric coating application – at least 1 hour not exceeding 3 hours prior to stripe coating with approved elastomeric coating.

MASONRY and BRICK WATERPROOFING

1. Provide a suitable workstation to mix the coating materials.

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2. Remove and Replace Downspouts as necessary to provide even application of coating materials.
3. Cover any weep holes prior to application of coating materials.
4. Apply Base coat of Tuff Coat Elastomeric Masonry coating (or equivalent) at 100 sq ft. per gallon.
5. Allow minimum 2-hour cure, then install Top coat of Tuff Coat Elastomeric Masonry (or equivalent) at 100 sq ft. per gallon.

DOORS AND METAL FACILITY ACCESSORIES AS DIRECTED BY OWNER: RUST-PRIMING AND PAINTING

1. Scrape and wire brush as necessary to remove any loose, chipping, or delaminating paint.
2. Prime all metal surfaces using Rust-Go (or equivalent) rust inhibitive primer at ¼ gallon per square.
3. Apply Base Coat of Rust-Go Top Coat (or equivalent) at ½ Gallon per square – Color TBD
4. Apply Base Coat of Rust-Go Top Coat (or equivalent) at ½ Gallon per square – Color TBD

1.4 FIELD QUALITY CONTROL

- A. The contractor for work under this section shall maintain a quality control program specifically to verify compliance with this specification. A daily log shall be kept to record actions in the field.
- B. Inspections: A minimum of two field inspections per week shall be required by the waterproofing materials manufacturer. Substrate, Application and Final inspections by an approved manufacturer's representative, will be required on all projects requiring a warranty.

END OF SECTION

PART V - EXECUTION:

5.1 GENERAL NOTES:

NOTE: It is the intent of the "Owner" to purchase materials for their roofing project directly from the manufacturer.

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The authorized Applicator's Bid shall include and account for everything in the Contract Documents including the cost for all materials listed on the Materials List. The contractor shall also be responsible for coordinating shipment and delivery of all materials and then staging these materials at the job site. If unused materials remain once the project is completed, the Owner may elect to either keep these materials or return these unused/properly stored materials to the manufacturer, subject to normal restocking charges.