

**Weakley County, Tennessee
Invitation to Bid
Bid #2019-05**

The Weakley County, Tennessee Department of Finance will be accepting bids on the following:

**Partial Roof Replacements for
Weakley County Board of Education Properties**

Information can be obtained from the Department of Finance, 8319 Highway 22, Suite B, Dresden, TN 38225, between the hours of 8:00 A.M. and 4:00 P.M. or online at www.weakleycountyttn.gov.

Bids will be accepted **until 10:00 A.M., April 26, 2019**. Bids received after this time will be deemed late and will not be considered.

Bids must be sealed and marked on the outside of the envelope:

“SEALED BID #2019-05, PARTIAL ROOF REPLACEMENTS”

The Weakley County Department of Finance is an Equal Opportunity Employer and does not discriminate based upon race, creed, national origin or gender.

Bids may be hand delivered or mailed to:

**John H. Liggett
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225**

MANADATORY PRE-BID MEASURMENTS: All potential bidders must contact and meet with Wayne Reynolds (731-364-2578) prior to bidding to obtain precise measurements at each roof location.

Any questions concerning the bid should be directed to John Liggett, Director of Finance (731-364-5429), or Wayne Reynolds, Supervisor of Maintenance (731-364-2578).

**WEAKLEY COUNTY SCHOOLS
BID INFORMATION
BID #2019-05**

Intentions of Owner: It is the intention of Weakley County, Tennessee, and the Weakley County Board of Education (Owner/County), to contract through the Weakley County Director of Finance with the party (Bidder/Vendor/Contractor) submitting the lowest and best bid and to use as an agreement form, AIA Document A101 Construction Management, June 1980 Edition (Standard Form Agreement Between Owner and Contractor) for all contracted work equal to or in excess of \$25,000 or the Owner's standard Purchase Order for contracted work less than \$25,000 or for the purchase of merchandise or materials only.

It is the intention of Weakley County to receive bids on these items with an immediate effective date. The successful Contractor must begin work within thirty (30) days of receiving the Notice to Proceed.

Applicable Laws: Bidder of labor and material contract items must conform to the requirements of the Tennessee Contractor's Licensing Act of 1976. Any Contract awarded under this Invitation to Bid will require a valid Contractor License in the State of Tennessee.

Any contract awarded under this Bid will be interpreted under the laws and statutes of the State of Tennessee. Any action arising from said Contract shall be brought in the State courts of Weakley County, Tennessee, or the United States Federal District of the Western District, Eastern Division of Tennessee.

Construction Oversight: Mr. Wayne Reynolds, School Maintenance Supervisor, Weakley County Schools, will provide construction oversight for this project. All matters concerning work scheduling, materials, procedures, etc. during the construction period should be referred to Mr. Reynolds or as otherwise directed. His contact phone is 731-364-2578.

Bid Opening: Bids will be received by the Director of Finance until 10:00 A.M. on April 26, 2019. The bid opening will be conducted in the Board of Education Conference Room, 8319 Highway 22, Suite A, Dresden, TN 38225.

Bid Security: All bids in excess of \$25,000 are required to include a Bid Security with the submission of the Bid Form. The Bid Security should be made payable to Weakley County, Tennessee in an amount equal to one percent (1%) of the Total Bid sum. Bid security shall be a Bid Bond issued by a surety licensed to conduct business in the State of Tennessee or Bidder may submit a Certified Check or Cashier's Check in lieu of the Bid Bond. The successful Bidder's security will be retained until he/she has signed the Contract Agreement and furnished the required performance and payment bonds, and the required certificates of insurance.

The Owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into a contract or purchase order agreement or until

120 days after Bid opening, whichever is the shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the Owner will retain his/her Bid Security as liquidated damages, but not as a penalty.

Performance Bond and Labor and Material Payment Bond: Any Bidder who is selected to enter into a Contract for (any of) this work in the amount of \$25,000 or more shall furnish and pay for bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. The Performance Bond shall be for not less than twenty-five percent (25%) of the Contract Sum. Bonds shall be delivered to the Owner not later than the time of execution of the Contract Agreement. Failure or neglect by the selected bidder to deliver these bonds, as specified, will be considered as his/her having abandoned the Contract, and the Bid Security will be retained by the Owner as liquidated damages, but not as a penalty.

Materials Supply Bond: The Bidder who is selected to enter into a Purchase Order Agreement for (any of) this work of \$25,000 or more shall furnish and pay for a bond covering faithful delivery under the Purchase Order Agreement and payment of all obligations arising thereunder. The bond shall be for twenty-five percent (25%) of the Purchase Order sum. Bonds shall be delivered to the Owner prior to payment for any work performed.

Insurance Certificates: Any bidder who is selected to enter into a Contract for installation labor and materials shall obtain and pay for insurance coverage required by the provisions stated below. All requirements of these instructions must also be met. Failure or neglect by the selected Bidder to deliver certificates as specified, will be considered as his having abandoned the Contract and the Bid Security will be retained by the Owner as liquidated damages, but not as a penalty.

All insurance certificates are required to name and benefit Weakley County, Tennessee, and the Weakley County Board of Education as **Additional Insured** and include a **Waiver of Subrogation** for Workers Compensation.

Insurance coverages under this section shall meet or exceed the following limits:

Workers Compensation:

Applicable Federal and State Statutory Employer's Liability	\$1,000,000.00
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**Comprehensive General Liability, including Products
And Completed Operations, Broad Form Property
Damage Liability, Contractual Personal Injury, and
XCU Coverage (if applicable):**

Bodily Injury Limits of:	\$1,000,000.00
Annual Aggregate of:	\$1,000,000.00

**Automobile Liability to include Owned, Non-Owned
And Hired:**

Bodily Injury and Property Damage Combined
Single Limit: \$1,000,000.00

Excess Limits Liability:

Policy (Umbrella) \$1,000,000.00

Furnish one (1) original and one (1) copy of Certificates of Insurance evidencing the required coverage. The Certificates must include the provisions that the owner shall be notified of any changes, deletions, or cancellations of coverage within thirty (30) days of such action.

**WEAKLEY COUNTY SCHOOLS
ROOFING BID SPECIFICATIONS
BID # 2019-05**

Dow Corning/BASF Silicone/Polyurethane Insulated Roof System Specifications

1.00 Scope of Work

1.01 - Install a polyurethane spray foam roofing system according to manufacturer's instructions. Roofing system shall be installed by an approved contractor, as designated by the roofing system's manufacturer.

1.02 - The Roofing System shall qualify for the manufacturer's ten-year (10) guarantee. The roofing guarantee shall include labor and materials. Payment will be held or a 5% retainage until the guarantee has been presented to the Director of Finance.

2.00 Preparation of Roof Surface

2.01 - The removal of gravel, dust, and debris from Built-Up-Roof, rubber membrane, and insulation. Repair all major blisters and splits in roof to obtain firm base for the new roof. The roof shall be dry, clean, smooth, and free from sharp edges, loose material, and oil, grease, or other foreign matter.

2.02 - Any questionable areas must be checked for dryness by core sampling, probing, or moisture scanning. Wet insulation should be removed, deck dried, and insulation replaced to original thickness.

2.03 - Deteriorated decking must be removed and replaced.

3.00 Insulation Layout and Attachment

3.01 - Polyurethane Spray Foam System is to be installed according to manufacturer's specifications and instructions. The spray is to be applied at a thickness of a minimum of one and one-half inches over the roof area. Insulation value being "R" 6.65 per inch. Polyurethane shall be applied above the roof line, around equipment legs, parapet walls, and penetrations to and form cants and provides flashings.

3.02 - Weather Barrier Coating Application is to be installed according to manufacturer's specifications and instructions. The coating is to be applied with a minimum thickness of 20 mils. The base coat should be 10 mils 3-5000, with the top coat being 10 mils 3-5000. The topcoat of the silicone is to be imbedded with 3M ceramic granules. The granules are to be applied at the rate of 40# per 100 square feet.

4.00 Measurements

4.01 - It is the responsibility of each bidder to inspect the surface and obtain his/her own measurements and to perform any roof scans prior to bid submittal. No change orders will be approved. The roof at the following schools are to be replaced:

1. **Martin Primary School**
215 S. College St.
Martin, TN 38237

Area to be roofed: South wing

2. **Gleason School**
92-99 State Championship Dr.
Gleason, TN 38229

Area to be roofed: New Gym and Lobby, West wing, and Ag. building

5.00 Clean Up

5.01 - Upon completion of the project, the contractor shall remove all equipment, materials, and debris from the job site and all storage areas. All areas around roof drains should be clean. All storage areas and building premises shall be in an undamaged and acceptable condition.

6.00 Guarantee

6.01 - Upon completion of the roof system, the contractor shall request the completed installation be inspected by the roofing system manufacturer. The completed project must qualify for the roofing system manufacturer's 10-year warranty.

7.00 Protection During Re Roofing

7.01 - Contractor shall be responsible for providing adequate temporary protection to insure that no leakage occurs in the building during construction. Contractor shall be responsible for repairing or replacing any damage resulting from failure to comply with this condition.

7.02 - The successful bidder shall purchase and maintain such insurance as will protect him and Weakley County for claims which may arise out of or result from the contractors operation under the contract.

8.00 Allowances

8.01 - No allowances will be made after the bids are opened for extra material or any conditions that now exist.

9.00 Protection During Re-Roofing

9.01 - Contractor shall be responsible for providing adequate temporary protection to insure that no leakage occurs in the building during construction. Contractor shall be responsible for repairing or replacing any damage resulting from failure to comply with this condition.

9.02 - The successful bidder shall purchase and maintain such insurance as will protect him and Weakley County for claims which may arise out of or result from the contractors operation under the contract.

Bidder should include any statement and/or technical data sheets/brochures that would be helpful in determining bid compliance with or enhancement to minimum specifications.

Bids will be reviewed and awarded on the basis of the lowest and best bid as determined by the Director of Finance, Supervisor of Maintenance, and Director of Schools. Owner reserves the right to reject any and all bids.

No bidder may withdraw his/her bid within 120 days of the actual opening thereof. All work is to be completed by July 26, 2019.

The successful bidder must be prepared to begin the project as indicated on the bid form.

Any questions concerning the bid should be directed to John Liggett, Director of Finance (731-364-5429), or Wayne Reynolds, Supervisor of Maintenance (731-364-2578).

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BID FORM
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ITEM FOR BID:

Partial Roof Replacement for:

Martin Primary School
Gleason School

BIDS WILL BE RECEIVED BY:

WEAKLEY COUNTY, TENNESSEE
DIRECTOR OF FINANCE
8319 HIGHWAY 22, SUITE B
DRESDEN, TN 38225

UNTIL 10:00 A.M., April 26, 2019

Bidder is responsible for obtaining his/her own measurements and all roof scans should be performed prior to bid submittal. Weakley County is not responsible for the cost of roof scans. All work is to be completed by July 26, 2019.

Having carefully examined the specifications for the above referenced items, the undersigned submits the following as bid.

Bid 1. Martin Primary School

215 S. College St., Martin, TN 38237

Area: South wing

Square Feet Included: _____

ITEM

PRICE

I. Dura Last \$ _____

II. 60 Mil Mechanical \$ _____

III. 60 Mil \$ _____

IV. BASF Silicone/Polyurethane Insulated Roof System \$ _____

V. Removal of Materials – per sq. ft. \$ _____

Total Cost Bid 1 \$ _____

WEAKLEY COUNTY, TENNESSEE
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BID FORM
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Bid 3. Gleason School

92-99 State Championship Dr., Gleason, TN 38229

Area to be roofed: New Gym and Lobby, West wing, and Ag. building

Square Feet Included: _____

<u>ITEM</u>	<u>PRICE</u>
I. Dura Last	\$ _____
II. 60 Mil Mechanical	\$ _____
III. 60 Mil	\$ _____
IV. BASF Silicone/Polyurethane Insulated Roof System	\$ _____
V. Removal of Materials – per sq. ft.	\$ _____
Total Cost Bid 2	\$ _____

Expected Date of Beginning Project: _____

Expected Completion Date: _____

COMMENTS/EXCEPTIONS: _____

BIDDER NAME: _____

TITLE: _____

ADDRESS: _____

E-MAIL/ PHONE/FAX NUMBER: _____

BIDDER CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Weakley County government to provide construction services, hereby state under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. Section 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. Section 50-9-113.

Further affiant saith not.

Principal Officer

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with Weakley County.

Pursuant to the Act, any BIDDER that attempts to contract with Weakley County must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made, where the BIDDER fails to submit a signed and verified Bidder's Certification.

**BIDDER’S CERTIFICATION OF COMPLIANCE
WITH IRAN DIVESTMENT ACT**

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____ (Printed name of Principal Officer of
Company), for and on behalf of _____, (the “Company”)

and, after being duly authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of
_____, 20____.

_____ Notary Public

My Commission Expires: _____