

**OBION COUNTY BOARD of EDUCATION**

**ASPHALT SEALING AND STRIPING**

**SOUTH FULTON HIGH/MIDDLE SCHOOL**

The Obion County Board of Education is now accepting bids for the complete application of asphalt sealer and striping at South Fulton High/Middle School. Complete specifications are as follows:

## **BIDDER REPRESENTATION**

Each bidder by submitting their bid represents that:

1. They have read and understand the project documents and their bid is based in accordance thereof.
2. A representative of the bidder has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
3. Their bid is based upon the materials, systems and equipment described in the project documents without exception.

## **DEFINITIONS**

1. A bid is a complete and properly signed proposal to do the work or designed portion thereof for the sum stipulated therein supported by data called for by the bidding documents.
2. Base bid is the sum stated in the bid for which the bidder offers to perform the work described as the base, to which work may be added or deducted for the sums stated in the alternate bids.
3. An alternate bid is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in project scope, materials, or methods of construction described in the bidding documents is accepted.
4. A price is an amount stated in the bid as a price per unit of measurements for materials or services as described in the contract documents.

## **PROCEDURES**

1. **Bids are to be submitted in duplicate.**
2. Bidder may list any voluntary alternatives on a separate bid form.
3. All copies of the bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the owner, and identified with the words "**BID ENCLOSED ASPHALT SEALING/STRIPING SERVICE**" plainly written on the face thereof.
4. Bids are to be filled in by typewriter or manually in ink.
5. Bids are to be submitted to:  
OBION COUNTY BOARD of EDUCATION  
1700 NORTH FIFTH STREET  
UNION CITY, TENN. 38261
6. Bids are to be received by **May 10, 2018 at 11 a.m.**
7. Bids will be opened immediately thereafter, at the above location.
8. The owner retains the right to reject any or all bids,
9. It is the intent of the owner to award this project to the lowest reasonable bidder, provided the bid has been submitted in accordance with the requirements of this document, is judged to be reasonable, and does not exceed the funds available for this project.
10. Bid is to be signed by persons legally authorized to bind the bidder to a contract.

## **INSURANCE**

The successful bidder shall purchase and maintain insurance for the protection from claims which may arise out of or the result from the contractors operation as part of this project, whether such operations be by the contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under workers or workmen's compensation, disability benefit or other similar employee benefit act.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractors employees
3. Claims for damages because of bodily injury, sickness or disease or death of any person other than the contractors employees
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of a offence directly or indirectly related to the employment of such persons by the contractor or by any other person
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall be written for not less than any limits of liability required by law.

Certificates of insurance shall be submitted to the owner prior to commencement of the work. These Certificates shall contain a provision that covers afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the owner.

## **GENERAL CONDITIONS**

**OWNER:** The owner is the person or entity identified as such in the owner-contractor agreement and is referred to throughout as if singular in number and masculine in gender. The term owner means the owner or his authorized representative.

The owner shall furnish information, or services under the owners control with reasonable promptness to avoid delay in the orderly progress of the work.

If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the owner, by written order signed personally or by an agent of owner, may order the contractor to stop work, or any portion thereof, until cause of such order has been eliminated.

If the contractor defaults, or neglects to carry out the work in accordance with the contract documents and fails within seven days after receipt of written notice from the owner to commence and continue such corrections, the owner may make good such differences. In such case an appropriate change order shall be issued deducting from payments then and thereafter due the contractor the cost of correcting such deficiencies.

The contractor is the person or entity identified as such in the owner-contractor agreement and is referred to throughout the contract documents as if singular in number and masculine in gender. The term contractor means the contractor or his authorized representative.

Unless otherwise provided in the contract documents, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of work

The contractor shall at all times enforce strict discipline and good order among his employee's, in particular while children are present.

The contractor warrants to the owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality. The warranty period shall be for one year from the acceptance of the completed work. All extended warranties offered by the manufacturer shall be effective until such limits expressed by the manufacturer have expired.

The contractor shall pay all sales, consumer, use, and other similar taxes for the work or portions thereof.

The contractor, upon being awarded the contract, shall submit for the owners' information an estimated progress schedule for the work.

**The contractor, upon acceptance of his proposal, will honor this project schedule with no work to start before May 29, 2018 and must be 100 % complete prior to July 5, 2018.** If the contractor is unable to comply with this completion date, without proper documented justification to the owners' satisfaction, he will forfeit payments not to exceed 1% (one percent) of the total proposal per day.

The contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work or to make its several parts fit together properly.

## **PROTECTION OF PERSONS AND PROPERTY**

The successful contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the job site
2. All the work, all materials, and equipment to be incorporated therein.
3. All other employees, students, and guest at the job site.
4. Other property at the site or adjacent thereto.

## **QUALITY ASSURANCE**

The contractor shall have the experience of at least three (3) acceptable jobs in the United States within the past five (5) years. This work shall be in locations and conditions similar to those at each job site.

The contractor shall employ only qualified and experienced workers skill in the work required for this project.

Contractor shall be certified installer from Manufacturer. Certificates must be submitted upon receiving a **Notice of Award**.

## **QUALIFICATIONS**

*"Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present."*

## **CLEANUP**

Refuse and debris accumulating from work required as part of this project, shall be regularly removed from the job site by the contractor and before final acceptance of this project by the owner.

## **UTILITIES**

The successful bidder shall be responsible for the location of all underground utilities. Any utilities that have to be re-located or repaired as a result of this contract will be the responsibility of the contractor. The Board of Education shall be held harmless of liability in case of any damages.

## **QUALITY STANDARDS OF INSTALLATION**

Upon completion of project, representatives of the Owner, Contractor, and Manufacturer prior to acceptance by the owner shall inspect the installation

The use of "Brand names, Trademarks, and Professional Services" is to establish a minimum standard of quality.

All bidders are to submit manufacturer's standard "cut sheets" describing sealer, filler, and paint for owner's reference. Any additional compounds are also to be submitted.

*The successful bidder, upon notice of award and receipt of requisition with a purchase order number attached, will submit a work schedule to the owner. Additionally, the successful bidder will notify the owner's representative (Phil Graham) 48 hours prior to the application of any compounds used for this project. All compounds will be subject to samples being taken and sent to independent laboratory for verification. All lab cost will be the responsibility of the owner.*

## **SITE INSPECTION**

**Prior to submitting a bid, each bidder is to schedule a site inspection with the owners representative (Phil Graham) at least 5 (five) working days prior to the bid opening date.**

## **PAYMENT OF CONTRACT**

Due to the small scope of work, there will be no partial payments or progress payments. Upon final acceptance of the project by the owner, the successful bidder may submit a written request for payment for 100% of the contract price.

## **MATERIALS AND METHODS**

Entire area is to be cleaned and all loose debris removed from site.

All existing cracks are to have all vegetation removed and dirt removed.

Areas around cracks are to be properly cleaned for adhesion of proper crack filler.

Crack filler material is to be HOT RUBBER.

Crack filler is to lap onto a minimum of 1 inch of good asphalt on each side.

Sealer is to be high quality material with base material being coal tar emulsions.

Sealer coal tar shall contain a minimum of ½ (one-half) pound of sand per gallon of emulsion.

Sealer is to contain 1 to 2 % latex rubber.

No non-approved additives shall be included in mixture

Sealer is to be spray applied (hand applied where trimming out)

Minimum of two (2) coats required

Successful bidder is to re-stripe parking areas, and access lane.

Striping lay-out is to stay as is.

All existing parking numbers are to remain as those in existence.

All Handicap parking is to be properly marked.

# BID FORM

Date:

To: Obion County Board of Education  
1700 North Fifth Street  
Union City, Tennessee 38261

From: (Name of Bidder)  
(Address of Bidder)  
(City, State, and Zip code)

For: Asphalt Sealing and Striping  
Obion County Schools  
Union City, Tennessee

The undersigned, as Bidder, hereby declares that the only person, or persons, interested in the Bid as principal or principals, is or are, named herein and that no other person than herein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties, making a bid, and it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all existing conditions pertaining to the places where the work is to be done, that he has examined the Bidding Documents relative to the work to be preformed and that his bid is based upon, without exception.

The Bidder may list voluntary alternates on the second page of this form.

The bids shall be submitted in **DUPLICATE**. All bids shall be enclosed in a sealed envelope. The envelope shall be addressed to the owner, and identified with the words "**BID ENCLOSED, ASPHALT SEALING AND STRIPING SERVICE, OBION COUNTY SCHOOLS**" plainly written on the face thereof.

Bids shall be filled in by typewriter or manually in ink.

The bidder, if awarded a contract, and assuming receiving a Notice of Award or a Notice to Proceed within 10 calendar days of the bid date hereby agrees to commence work under this contract on or before the date specified herein and to achieve Substantial Completion of the project on or before \_\_\_\_\_ calendar days..

## SOUTH FULTON HIGH/MIDDLE SCHOOL

The bidder agrees to perform all of the work described in the Bidding Documents for a lump sum price of: \_\_\_\_\_ dollars.

(written amount)

\$ \_\_\_\_\_

(numerical amount)

Base bid is to consider 1,500 lin. ft. crack filler maximum to be used. Additional crack filler will be billed at \$\_\_\_\_\_. per foot.

Prior written approval by owner or his rep. required.

## VOLUNTARY ALTERNATE

Voluntary Alternate #1: Add \$ \_\_\_\_\_ Deduct \$ \_\_\_\_\_  
(description of alternate)

The Bidder agrees that his bid may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids and the same bid may be applied (@ \$ per sq. ft.) to other projects.

The Bidder acknowledges by his signature that the Owner reserves the right to reject any and all bids (especially those irregular or inconsistent in content), to evaluate bids and to accept any bid or bids that, in his opinion, may be in the best interest of the Owner.

The Undersigned hereby affirms and states that the prices quoted herein constitute the gross total cost for the work involved in the respective items and that this cost also includes taxes, insurance, royalties, transportation charges, use of tools and equipment, superintendents, overhead, profits and other work, services, and conditions necessarily involved in the work done and the materials furnished, in accordance with the requirements of the bid document.

**The Bidder also represents by his signature below the he will comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413**

**The bidder acknowledges by his signature below that the Owner reserves the right to reject any/or all bids, especially any bids that appear to be irregular in nature or inconsistent in content. The bidder further acknowledges that the Owner has the right to evaluate bids and to accept any bid or bids which, in his opinion, may be in his best interest.**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(signature)

\_\_\_\_\_ Date: \_\_\_\_\_  
(print)

Firm Name: \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Mailing address: \_\_\_\_\_ Contractors License No: (if applicable) \_\_\_\_\_  
(P.O. Box and/or street address)

(City, State, and Zip Code) \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax number \_\_\_\_\_

Document prepared by  
Phil Graham  
Director Building and Grounds  
*Right protected*