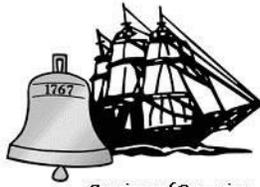


TOWN OF EAST HAMPTON

20 East High Street
East Hampton, CT 06424



*Growing and Prospering
Since 1767*

ofc: 860-267-7300
fax: 860-267-7800
www.easthamptonct.gov
facman@easthamptonct.org

Bid Documents

Project #051712-MSFL

**GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY
SCHOOL**

20 Smith Street; East Hampton, CT 06424

May 22, 2013

Kevin Reich, Operations Manager

An Affirmative Action/Equal Opportunity Employer; Minority/Women's
Business Enterprises are encouraged to apply.

TOWN OF EAST HAMPTON

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Project #051712-MSFL

GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY SCHOOL

20 Smith Street; East Hampton, CT 06424

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TOWN OF EAST HAMPTON
INVITATION TO BID

Project #051712-MSFL

**GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY
SCHOOL
20 Smith Street; East Hampton, CT 06424**

Bids for the above-referenced project will be received in accordance with the following directives. Submissions must include one **ORIGINAL BID** in a **SEALED** envelope/package (**marked** with the project name) addressed to:

Kevin Reich, Operations Manager
94 Main Street
East Hampton, CT 06424

Business Hours:
Monday - Friday (7:00am-5:00pm)

no later than 11:00am (local time) on **Thursday, June 17, 2013**. NO fax submissions will be accepted.

The **bid requirement documents** will be available for review as of Wednesday, May 22, 2013. There is no charge for this package. Requests for these 'documents' should be made as follows:

- must include company name, contact person, telephone number, fax number, email address
- send request electronically to Kcarpenter@easthamptonct.org

A **MANDATORY** pre-bid meeting will be held at the Memorial Elementary School at 20 Smith Street, East Hampton, CT, on Wednesday, May 29, 2012, at 9:00am. All General Contractors bidding this project are required to attend.

Contact Kevin Reich, Operations Manager, at 860-365-4000, with any additional project questions. **NO ADDITIONAL QUESTIONS** will be permitted **AFTER** Wednesday, June 5, 2013, to allow sufficient time to issue a final addendum if necessary.

A Bid Bond or Certified Check for ten percent of the bid is required. Bonds must be from sureties listed on the most recent IRS Circular 570. A 100% Performance, Labor and Material Payment Bond is also required for this project.

After the opening of the bids, no bid can be withdrawn for a period of sixty (60) days.

Bidders shall not include Federal Excise Taxes or State of Connecticut Sales Taxes on which public projects are exempt.

After review of all factors, terms and conditions, including price, the purchasing authority of the Town of East Hampton reserves the right to reject any or all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of East Hampton, CT.

*An Affirmative Action/Equal Opportunity Employer;
Minority/Women Business Enterprises are encouraged to apply.*

TOWN OF EAST HAMPTON
INFORMATION FOR BIDDERS
Requirements

- A. DEFINITION OF TERMS – For simplification purposes, the definition of names and/or abbreviations used throughout the text of these Bid Requirements are hereinafter referred to as follows:
1. “Bid”: the response to the Invitation to Bid detailing pricing, completion schedule, scope of work, etc. (following the correct Bid Requirements).
 2. “Bidder(s)”: the contractor(s) submitting the Bid.
 3. “Town”: the entity who is requesting the Bid (Town of East Hampton), its staff, designated Building Committee (if applicable), and more specifically the Town’s Representative (Frank Grzyb, Facilities Manager) who shall have general supervision and direction of the work.
 4. “Owner”: the Town as described in Item 3 above.
 5. “Grantee”: the Town as described in Item 3 above.
 6. “Contractor or Subcontractor”: the selected Bidder who is awarded the contract by the Town and any subcontractors, vendors, or manufacturers utilized by said selected Bidder for this project.
- B. CONSTRUCTION EXPERIENCE/QUALIFICATIONS – Bidders must have at least ten years’ experience on public construction projects, specifically with gym floor refinishing, or other equivalent experience or expertise as determined by the Town. Bidders will provide a list to the Town of completed projects upon request. All work will be performed by State licensed technicians where required.
- C. PROJECT SCHEDULE – The selected Bidder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the days stated on the Bid Form. Funding for this project is included in the 2013-2014 budget year and is available on July 1, 2013. The floor must be completed before August 15, 2013.
- D. PERMITS and FEES – The selected Bidder is required to take out a Permit for this project and comply with all Building Department requirements. The Town will waive the permit fee.
- E. PAYMENTS – The Town will pay all invoices within thirty (30) days from final approval.
- F. TAXES – The Town is exempt from payment of taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes should not be included in the bid price. The Town is also exempt from payment of the Federal Transportation Tax where applicable and such tax should not be included in the bid price. No exemption certificate is required for this tax.
- G. BONDS – Bidders are required to provide a bid bond or certified check in the amount of 10% of their Bid. A 100% Performance, Labor and Material Payment Bond and other bonds are subject to the conditions provided in the Specifications. All sureties must be listed on the most recent IRS Circular 570.
- H. FAIR EMPLOYMENT PRACTICES – Bidders shall agree that neither he nor his subcontractors will refuse to hire or employ or to discriminate against any employee in compensation or in terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, ancestry and as further described in material herein.
- I. OTHER OWNER CONTRACTS – N/A.

- J. ON-SITE VISITS – A **MANDATORY** pre-bid meeting will be held at the Memorial Elementary School on Wednesday, May 29, 2013, at 9:00am. All General Contractors bidding this project are required to attend. Bidders may, by appointment **ONLY**, perform additional on-site investigations as necessary for the submission of an accurate Bid. For appointments, call Kevin Reich, Operations Manager (860-365-4000).
- K. CONTRACTOR USE OF PREMISES – Limit use of premises for construction activities to the area around the construction area. Confine the parking of workmen's and construction vehicles to the area as directed by the Town. Store all building materials within an area as directed by the Town. The selected Bidder shall keep the premises free from rubbish at all times; all unused material and rubbish shall be removed from the site. The Town Transfer Station will not accept rubbish and construction waste.
- L. QUESTIONS – Should a Bidder have any questions regarding the Town's bidding requirements or find discrepancies in, or omissions from the drawings or other contract documents, or should he/she be in doubt as to their meaning, contact Kevin Reich, Operations Manager, Board of Education at 860-365-4000. **NO ADDITIONAL QUESTIONS** will be permitted **AFTER** Wednesday, June 5, 2013, to allow sufficient time to issue a final addendum if necessary.
- M. INTENT OF THE CONTRACT DOCUMENTS – The intent of the contract documents is to obtain a complete project in a first-class workman-like manner, and it shall be understood that the Bidder has satisfied himself/herself as to the complete requirements of the contract and has predicted his Bid upon such understanding. A visit to the site by the prospective Bidder is considered necessary prior to the submission of their bid. The Bidder shall be solely responsible for the accuracy of all measurements and for estimating quantities required to satisfy these Plans/Specifications.
- N. CONSULTANT – N/A.
- O. TOWN REPRESENTATIVE/PROJECT SUPERVISION – The Town's Representative, Kevin Reich (Operations Manager) shall have general supervision and direction of the work.
- P. GRANT – N/A.
- Q. CHANGES IN THE WORK – The Town may, without invalidating the original contract, order changes in the work. The contract price shall be adjusted up or down for such changes. All changes in the work will be done under the conditions of the original contract.
- R. CONTRACT AWARD – The Town may reject any or all Bids and/or waive informalities or technical defects, if it is deemed in the best interest of the Town.
- S. TAX AFFIDAVIT – Bidder shall fill out and submit with the Bid Form the enclosed Tax Affidavit.
- T. INSURANCE – Bidders are required to have coverage as listed on the Insurance Requirements for the Town. Bidders must submit with the Bid Form a "sample" Insurance Certificate showing all the required coverage. The Certificate of Insurance must also list the following as additional insured's:
- Town of East Hampton and its agents
- U. PREPARATION OF BID –
1. Each Bid must be submitted on the prescribed form. All blank spaces must be filled in, in ink or typewritten, in both words and figures.
 2. Each Bid must be submitted in a **sealed** envelope and **marked** on the outside with the following information:
 - name of the Bidder
 - name of the project
 3. Only **COMPLETE BIDS** will be accepted. In order for a Bid to be complete, it must include the following:
 - Bid Form
 - Bid Security (*bid bond or certified check in the amount of 10% of their bid proposal*)
 - Tax Affidavit
 - "Sample" Insurance Certificate

TOWN OF EAST HAMPTON INSURANCE Requirements

The contractor will carry the following insurance coverages with an insurance company(ies) licensed in the state of Connecticut and approved by the Town. The insurance company(ies) must have at least an A- rating by A.M. Best Company. All policies will provide a 30-day notice of cancellation as well as a 10-day notice of any material change in policies to the *Town Manager's* office.

Certificates of insurance will be presented to the *Town's Manager's Office* for his approval **prior** to the contractor or his subcontractors entering on to *town* property or commencing any work whatsoever.

The following coverages and limits will be provided:

<u>Workers Compensation:</u>	
Coverage A: Statutory	
Coverage B: Employers Liability	
Bodily Injury by accident (per person)	\$100,000
Bodily Injury by disease (per person)	\$100,000
Bodily Injury by disease (aggregate)	\$500,000

<u>Automobile Liability:</u>	
Limits of Liability:	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (aggregate)	\$1,000,000
Property Damage	\$1,000,000
Coverages:	
All owned/non-owned/hired/borrowed.	
Contractual liability to be included.	

<u>Commercial General Liability:</u>	
Limits of Liability:	
Bodily Injury (general aggregate limit) (Other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expenses	\$ 5,000
Coverages:	
Premises/Independent Contractors	
Contractual/Completed Operations/Products.	
Contractual Liability will be broad form.	
Comprehensive Liability endorsement or equivalent will be broad form.	
Property Damage Liability will be broad form.	

Contractor's **Commercial General Liability and Auto Liability policies** and their respective Insurance Certificates must add the following as additional named insured:

- Town of East Hampton and its agents

Hold Harmless Agreement

Contractor agrees that it will indemnify and hold harmless the *Town of East Hampton* and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same maybe caused resulting directly or indirectly by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law unless and to the extent caused by the town's willful acts.

TOWN OF EAST HAMPTON
TAX AFFIDAVIT

The undersigned, being duly sworn, deposes and says:

1. I am over the age of 18 and believe in the obligations of an oath.
2. I, on my own behalf or on behalf of my company, am submitting a bid, quotation, or proposal to the Town of East Hampton.
3. I understand that the submission of this affidavit is required by the Town of East Hampton in connection with my bid, quotation, or proposal and that the East Hampton Town Council may consider the information contained in this affidavit in making the contract award.
4. I have performed an investigation to determine whether I or my company (as applicable) owes any delinquent state, local, or federal tax.
5. Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) owe to the following governmental units(s) the following delinquent tax(es):

(Here describe nature of each delinquent tax, appropriate amount of same and governmental unit to which delinquent tax is owed. If no delinquent tax is owed, insert the words (Not Applicable))

(signature) _____
(print Name) _____
(print Title) _____
(print Company Name) _____

STATE OF CONNECTICUT
TOWN OF _____:SS: Date _____
COUNTY OF _____

Personally appeared, (name) _____, a (title) _____
of (company name) _____, as a foresaid, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said
(company name) _____, before me.

_____ Notary Public
My Commission Expires on _____

TOWN OF EAST HAMPTON
BID FORM

DATE: _____

TO: Operations Manager
Board of Education East
94 Main Street
East Hampton, CT 06424



**GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY
SCHOOL
20 Smith Street; East Hampton, CT 06424**

Pursuant to and in compliance with your "Invitation to Bid" relating thereto, the undersigned, _____ (name of firm) shall provide all labor, materials and all else whatsoever necessary to erect and properly finish all work in connection with the above-referenced project to the satisfaction of the Owner for the sum of: (\$ _____) _____ (written amount).

The contractor shall achieve substantial completion in _____ calendar days after date of Notice to Proceed. The floor must be completed before August 15, 2013.

The Contractor must include in this bid package the following items:

- Bid Form
- Bid Security (*bid bond or certified check in the amount of 10% of their bid proposal*)
- Tax Affidavit
- "Sample" Insurance Certificate

The bid includes addenda listed below and they are hereby acknowledged.

- ADDENDUM: _____ Dated: _____
- ADDENDUM: _____ Dated: _____

_____ (company)	_____ (name)
_____ (street address)	_____ (signature)
_____ (city, state, zip)	_____ (telephone #)
	_____ (fax #)

TOWN OF EAST HAMPTON
CONTRACT AGREEMENT

THIS AGREEMENT made this _____ by and between the Town of East Hampton, CT, herein after called the „Owner“, acting through its Town Manager and _____, doing business in Connecticut hereinafter called the „Contractor“.



**GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY SCHOOL
20 Smith Street, East Hampton, CT 06424**

1. The Contractor will commence and complete the work described in the contract documents and comply with the terms within for the amount of \$_____ as shown on the Bid Form.
2. The Contractor will furnish all of the labor, materials, supplies, tools, equipment, machinery and whatsoever necessary to erect and properly finish all work as described in the Contract Documents.
3. The Contractor agrees to start work within seven (7) days of the contract signing and continue with the work until complete. Substantial completion must be achieved within the days stated on the Bid Form. The floor must be completed before August 15, 2013.
4. The Owner agrees to pay the Contractor for the performance of the contract, subject to additions and deductions, as provided in the contract documents. Approved applications for payment will be paid within thirty (30) days.
5. The term, "Contract Documents" shall mean and include the following:
 - Invitation to Bid
 - Information For Bidders
 - Contractor's Insurance Certificate
 - Tax Affidavit
 - Bid Form
 - Contractor's Bonds
 - Contract Agreement
 - Technical Specifications
 - Addenda dated _____

OWNER: Town of East Hampton
20 East High Street
East Hampton, CT 06424

CONTRACTOR: _____

Town Manager

TOWN OF EAST HAMPTON
TECHNICAL SPECIFICATIONS

Project #051712-MSFL

**GYM FLOOR SANDING/REFINISHING @ MEMORIAL ELEMENTARY
SCHOOL**

**20 Smith Street ; East Hampton, CT
06424**

PART 1—GENERAL

1.1 DESCRIPTION

- A. Complete Sand and Refinish of Existing Gymnasium Wood Flooring (including game lines)
1. Area will be clean and all movable objects removed by the Owner before work begins.
 2. Foot traffic must be eliminated by Owner for the duration of the project.

1.2 QUALITY ASSURANCE

- A. Floor Contractor/Installer Qualifications
1. Submit a list of references as applicable (see Information For Bidders, Section B).
 2. All work is to be done according to manufacturer's written installation instructions.

1.3 SUBMITTALS

- A. Manufacturer's Product Data
1. Submit three (3) Bona Kemi specifications sheets.
- B. Samples
1. Submit one (1) sample of Bona Kemi system, if requested by Owner.
- C. Maintenance Literature
1. Submit three (3) copies of "MFMA Care and Preservation of Your Wood Floors."
- D. Certification
1. Suppliers shall submit certificates attesting that materials furnished will meet specifications for grade and quality if required.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials
1. Materials shall be delivered, stored, and installed per manufacturer's written instructions. Room temperature of at least 55-80 degrees Fahrenheit and relative humidity of 35-50% are to be maintained. Ideal installation/storage conditions are the same as those which will prevail when building is occupied.

1.5 JOB CONDITIONS-SEQUENCY

- A. Heat, light, and ventilation shall be operational during and after installation. Contractor must maintain a temperature range of 55-80 degrees Fahrenheit and a relative humidity range of 35-50%.
- B. After floors are finished, area to be kept locked to allow curing time for the finish.

1.6 GUARANTEE

- A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.
- B. Bona Kemi, Inc. hereby warrants the finish materials to be free from manufacturing defects for a period of one (1) year. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the

TOWN OF EAST HAMPTON

part of Bona Kemi. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing finish materials and system components supplied by Magee and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.

PART 2—PRODUCT

2.01 MATERIALS

- A. Finishing Materials
 - 1. Bona Kemi DTS Water Based polyurethane sealer
 - 2. Bona Kemi Super Sport Catalyzed Water Based polyurethane finish
 - 3. Bona Kemi Courtlines Game Line marking paint

PART 3—EXECUTION

3.1 INSPECTION

- A. Inspect the wood flooring for proper tolerance and dryness, and report any discrepancies to the Owner in writing.
- B. Floor shall be broom cleaned by the Owner prior to the start of work.

3.2 INSTALLATION

- A. Sand existing wood flooring to bare wood using a minimum of three cuts with a drum sander and buff to prepare for finish according to manufacturer's written instructions. The Owner will provide all electricity. The Contractor is responsible for all hookups.
- B. Sealer
 - 1. Apply two coats of Bona Kemi DTS Water Based Sealer according to manufacturer's written instructions.
 - a. Screen and/or steel wool and vacuum and/or tack before sealer is applied. Apply sealer at approximately 400 to 500 square feet per gallon.
- C. Game Lines
 - 1. Apply Bona Kemi Courtlines game line paint to match existing court markings and artwork as specified by Owner. This shall include any lettering and artwork desired by the Owner.
- D. Finishing
 - 1. Apply 2 coats of Bona Kemi Super Sport Catalyzed Water Based Finish.
 - a. Screen and/or steel wool and vacuum and/or tack before finish is applied. Apply finish at approximately 550 square feet per gallon.
- E. Clean up all unused materials and debris and dispose of properly off site

