

New Maple Floor Sullivan Skating Rink

Bid Specifications
Project# 20004

City of Sullivan, Missouri

Legal Notice Invitation to Bid

Sealed bids for new maple floor for skating rink will be received by the City of Sullivan, Missouri at the City Hall located at 210 W Washington, Sullivan, MO 63080, until 10:00 o'clock a.m. Wednesday, July 15, 2020. The bids will be publicly opened and read aloud. All bids will be clearly marked "**New Maple Floor Sullivan Skating Rink**".

Bid specifications may be obtained at the Sullivan City Hall, 210 W Washington, Sullivan, MO 63080 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., or from the City's website at sullivan.mo.us.

Conditional bids will not be accepted.

Each bidder shall execute and submit a non-collusion affidavit (copy attached to specifications) with the submission of their bid.

Each bidder shall provide proof of worker's compensation insurance.

Each Bidder shall provide proof that they are enrolled and participate in E-verify. This requirement is required by State or Federal Statute effective January 1, 2009.

All bids shall remain open for thirty (30) days.

The City of Sullivan reserves the right to accept or reject any and all bids and to waive any irregularities in the bidding process.

Prevailing wage shall not be required for any bid that is \$75,000 or less in total.

Instructions to Bidders

PROPOSAL

Proposals shall be made on the form(s) herein provided. Such proposals shall be endorsed **New Maple Floor Sullivan Skating Rink** and addressed to the City of Sullivan, 210 W Washington, Sullivan, MO 63080. Proposals shall include bid proposal, experience statement, non-collusion affidavit, and proof of enrollment and participation in E-Verify.

NON-COLLUSION AFFIDAVIT

Every bidder shall complete, sign, and notarize the non-collusion affidavit hereinafter included in these specifications. Said non-collusion affidavit shall be included with the bid proposal.

E-VERIFY COMPLIANCE REQUIRED

Each Bidder shall provide proof that their company is enrolled in E-Verify, as required by law. Information on E-Verify may be obtained at 1-888-464-4218. There is no charge for this program.

COMPETENCY OF BIDDERS

Each bidder shall furnish satisfactory evidence that he or she has the necessary resources to fulfill the conditions of the contract documents, in the form of an experience statement, list of chlorine analyzers sold with reference contact information, or other such document(s) providing proof of ability to adequately perform the functions of the contract. Each bidder shall furnish three references related to similar chlorine analyzer systems sold.

RIGHT TO REJECT BIDS

The City of Sullivan reserves the right to reject any and all bids and to waive any irregularities in the bidding process, at the sole discretion of the City.

AWARD OF CONTRACT

The contract or part thereof will be awarded to the bidder whose proposal is deemed to be the lowest and best by the City of Sullivan. Failure of the City of Sullivan to execute a signed contract shall render the bids received under this proposal null and void.

BID PROPOSAL

To the City of Sullivan, Missouri, for a New Maple Floor for the Sullivan Skating Rink.

In accordance with the instructions and specifications contained within the Bid Specifications, the following proposal is respectfully submitted:

| | NEW MAPLE FLOOR SKATING RINK | BID AMOUNT |
|---------------------------|---|------------|
| Option A | | |
| 1 | Installation of new maple floor, Log Cabin pattern, complete | \$ |
| | | |
| 2 | Installation of humidity/moisture control for crawlspace if necessary | \$ |
| | | |
| Option B | | |
| 1 | Installation of new maple floor, Fan Type pattern, complete | \$ |
| | | |
| 2 | Installation of humidity/moisture control for crawlspace if necessary | \$ |
| | | |
| Total Option A Bid | | \$ |
| | | |
| Total Option B Bid | | \$ |
| | | |

By submission of this bid, Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or any competition, is willing and able to execute this contract on the commencement date of the contract, and is duly authorized to enter this bid on the behalf of any corporation or entity for which this bid has been entered.

Bid Proposal Respectfully Submitted By:

| | |
|------------------|-------------------------------|
| Firm Name | Street Address |
| Signature | City, State, and Zip Code |
| Title | Date |
| Telephone Number | Fax Number |
| E-mail Address | Federal Identification Number |

NON-COLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first and duly sworn, deposes and says

that he/she is _____ of _____,
(sole owner, partner, president, etc)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of any other bidder, or to secure any advantage against the **City of Sullivan, Missouri** or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

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

Notary Public in and for

_____, County, _____

My commission expires _____.

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 Description

1. This document specifies a wood strip aerobic and gymnasium floor
A system consisting in general, of wood sub-flooring, maple flooring,
vapor barrier, sanding, sealers, finishes, game lines, and wall base.

B. The new floor is to be installed over the existing wood subfloor. The new maple floor, additional wood sub-flooring, and vapor barrier shall be installed to allow to “float” on existing subfloor. THE LABOR AND MATERIALS NECESSARY TO LEVEL EXISTING WOOD SUBFLOOR TO AN ACCEPTABLE CONDITION (HIGH AREAS SANDED DOWN AND LOW AREAS FILLED WITH APPROVED LEVELING COMPOUNDS IF NEEDED) SHALL BE THE RESPONSIBILITY OF THE FLOORING CONTRACTOR.

1.2 Quality Assurance

A. Supplier Qualifications

1. Supplier of wood flooring shall be experienced in manufacturing sports floors

B. Installer Qualifications:

1. Flooring contractor shall be a firm experienced in maple flooring systems and have experience in creating a “floating” floor over existing wood and joist subfloors. The existing subfloor is over an earthen crawlspace. An additional line item is shown on bid sheet to include cost to handle any issues or concerns with warranty over crawlspace. The existing building is heated, but not air conditioned.

C. Flooring shall be stored on the premises a minimum of seven (7) days before installation commences, or as required for acclimation. Final determination shall be the responsibility of flooring Contractor.

D. All flooring bundles or cartons should be broken and loosely piled to acclimate the flooring to moisture conditions in the building.

1.3 Working Conditions

A. The floor system shall not be delivered or installed until all masonry, plastering, tile work and overhead mechanical trades are completed and the building is enclosed and weather tight.

B. Permanent heat, light and ventilation shall be installed and operative during and after installation, maintaining a temperature range of 55 degrees to 75 degrees and a relative humidity range of 35% to 50%

1.4 Warranty

A. Flooring contractor and manufacturer will warrant the flooring materials to be free from manufacturing defects for one year from the date of substantial completion.

PART 2 - PRODUCTS

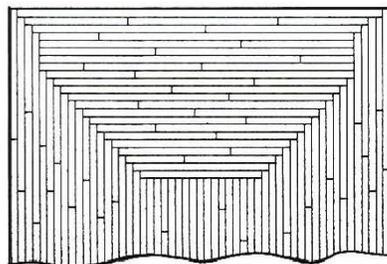
2.1 Materials

- A. Flooring shall be maple, 25/32nd x 2-1/4", third grade, continuous tongue and groove end-matched, Northern Hardwood Maple, graded and marked and stamped as manufactured.
- B. 6 mill poly
- C. 1/4" closed Cell Polyethylene foam.
- D. 2 layers of 7/16" Waferwood, installed perpendicular.
- E. Sealer shall be supplied by floor contractor
- F. Finish material shall be Oil modified sealer
Finish shall be Hydro Trac water base roller rink finish supply by Floor Systems or pre-approved equal.
- G. Fasteners
 - 1. Flooring fasteners shall be 2" barbed cleat or 15-gauge epoxy coated staples.

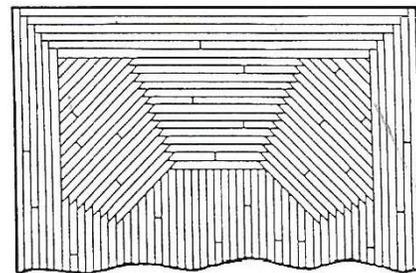
3.1 Installation:

- A. 1 layer 6 mil poly seams overlapped 6"
 - a. Install 1/4" close Cell Polyethylene over the entire floor.
Tape seams with PVC tape.
- B. Install the first layer of 7/16" Waferwood at 60-degree angle to the length of the skating rink.
- C. Install the second layer of Waferwood at 90-degrees to the first layer.
- D, Install maple, starting from the outside of floor in a Fan Type or Log Cabin design, making sure to interlock all corner boards.
- E. The floor and underlayment will be trimmed back 1 1/2" away from all walls and permanent structures.

FLOOR PATTERNS



Log Cabin



Fan Type

3.2 Floor Sanding:

- A. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface.
- B. Remove sanding dust from the entire surface by tack ragging and vacuuming.

3.3 Finishing:

- A. Inspect floor to ensure that surface is acceptable for finishing, completely free of dust and clean.
- B. Apply seal 2 coats of Posi Trac roller rink seal
- C. Screen the entire floor and apply lines if needed. Buff lines
- D. Apply 2 coats of Hydro Trac water base Roller Rink finish.

3.4 Maintenance:

- A. Upon completion of floor installation, the owner, attendants or individuals in charge and responsible for the upkeep of the building are to see that the care and maintenance instructions of the manufacturer/installers are followed.

Due-Diligence

Interested bidders are encouraged to contact City Engineer Robert Schaffer at 573-468-8975.

Contract Terms

The winning bidder shall enter into a contract with Sullivan, MO subject to the bid specifications contained herein. Failure of the City to enter into contract with the winning bidder according to the specifications contained herein shall be sufficient grounds for the winning bidder to withdraw terms offered to the City under these bid specifications.

The contractor's bid shall be listed as indicated in the Bid Proposal, to be the maximum amount that the contractor may charge the City of Sullivan for all of the services to be provided pursuant to the contract. The contractor's lump sum bid shall be inclusive of every charge relating to the contractor's provision for services including, but not limited to:

1. The contractor's charges for transportation;
2. All fuel and maintenance expenses;
3. Any and all federal, state, or local governmental fees, taxes, or assessments;
4. Contractor's equipment and machinery.

The contractor shall be solely responsible for the payment of all charges relating to the services furnished to the City. Other than the Contractor's lump sum contract fee to be paid as provided herein, the contractor shall not invoice or collect any separate or additional charge from the City.

The City shall award the contract to the lowest and best responsive bidder within thirty (30) days of bid opening. Notwithstanding the provisions contained in the bid specifications, the City reserves the right to reject any and all bids and to negotiate contract terms with the bidder determined to be the lowest and best responsive and responsible bidder.

Contractor shall be an independent contractor and shall furnish his/her own tools, equipment, fuel, and employees. All equipment and tools shall be in proper repair, insured, and properly registered. All employees operating equipment shall meet all necessary licensing and/or registration requirements within the State of Missouri.

Contractor shall be an independent contractor and is solely responsible for reporting income earned under this contract to any appropriate government agency(s).

Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the contractor (or specified subcontractor) and shall be fully qualified to perform the work required. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Contractor shall carry in full force and effect, insurance necessary to comply with the requirements of the workmen's compensation requirements of the State of Missouri.

Contractor shall require his/her insurance carriers to provide Certificates of Insurance to the City of Sullivan, Missouri showing names of companies, amount of insurance coverage, expiration date or dates, and policy number or numbers.

Contractor shall require his/her insurance carrier to have the City of Sullivan endorsed as an additional insured party on said liability insurance coverage.

General Indemnification. The contractor shall indemnify the City of Sullivan, Missouri, any of its members, employees, agents, officers, and consultants (each an indemnity) against, and hold each indemnity harmless from any and all claims, demands, causes of action, judgments, liens, penalties, costs, and expense whatsoever, including attorney's fees and expenses, of any kind or nature whatsoever, including, but not limited to, claims for bodily injury, illness or death, property damage including loss of use which may at anytime be imposed upon, incurred by or asserted against any indemnity as a result of any performance or lack of performance by the contractor or any of its agents or employees of any of its or their obligations hereunder, or as a result of any negligence of the contractor or any of its agents or employees. This indemnification of the City of Sullivan is not limited by the amount of any insurance coverage available to the contractor. Such indemnification shall not include claims or demands arising out of the negligence or misconduct of the City.

Contractor shall be enrolled and participate in E-Verify, as required by law.

Contractor shall insure all employees employed in the provision of services related to this project are compliant with the OSHA required 10-hour Construction Safety Course for public projects.

This project is a public project and requires contractor to abide by the prevailing wage standards within Franklin County for the completion of the project if the bid is in excess of \$75,000. Contractor shall supply payroll verification documents to the city, with the submission of the payment request (invoice). Said documents shall be kept on file at the city, as required by law.

The illegal use, possession, dispensation, distribution, manufacture, or sale of a controlled substance or illegal drug by contractor, an employee of the contractor, or approved subcontractor at any service site is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for immediate termination of this contract.

Contractor shall provide the City Engineer a written invoice documenting the total monies due.

Contractor shall submit sealed bids for the **New Maple Floor Sullivan Skating Rink** at the Sullivan City Hall located at 210 W Washington, Sullivan, MO 63080 until 10:00 a.m. on Wednesday, July 15, 2020.

BIDDING REQUIREMENTS

1. GENERAL.

The successful Bidder will be required to furnish equipment, materials, labor, insurance, etc., required to complete the project and to fully comply with the requirements of the specifications and other Contract Documents.

2. PREPARATION OF BID.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten.

3. INTERPRETATION OF CONTRACT DOCUMENTS.

- A. Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents.
- B. Any Bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request from the City Engineer an interpretation thereof.
- C. Interpretations will be made only by Addendum, duly issued, and a copy of each addendum will be mailed or delivered to each party who has received a set of these Contract Documents. Information obtained from an officer, agent, or employee of the City of Sullivan or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any and all of the Conditions of the Contract.
- D. No interpretation addendum will be issued within the last three (3) days before the bid date unless the bid date is changed accordingly to allow time for bidders consideration.
- E. The Bidder shall be solely responsible for any explanation or interpretation of the Contract Documents other than by duly issued addenda.

4. FAMILIARITY WITH SITE AND CONDITIONS.

- A. The Bidder, before submitting his proposal, shall by careful examination, satisfy himself as to the following:
 - 1. Nature and location of Work.
 - 2. Character, quality, and quantity of materials to be encountered.

3. Character of equipment and facilities needed prior to and during execution of the proposed Work.
 4. General local conditions.
 5. Requirements for maintaining existing facilities in continuous service, if necessary and required.
 6. Existence of any other conditions which might affect the cost or time of completion of the Work.
- B. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid. Filing the proposal shall confirm that the examination of site and conditions have been made by the Bidder and the existing conditions are accepted by him.

5. WITHDRAWAL OF BIDS.

- A. Proposals may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening, provided the proposal has been properly marked and can be positively identified.
- B. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Sullivan and the Bidder.

6. CONTRACT.

The Contract when executed shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the City of Sullivan or by any other person.

7. INSURANCE.

The Contractor will be required to carry insurance as required and in the amount herein contained, during the lifetime of this Contract. Certification of Insurance coverage shall be filed with the City of Sullivan prior to the Notice to Proceed on the Project.

8. SAFETY STANDARDS AND ACCIDENT PREVENTION.

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations Section 1518 as published in the "Federal Register", Volume 36, No. 75, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.