TOWN OF GLASTONBURY

INVITATION TO BID

BID # <u>DATE & TIME REQUIRED</u>

GL-2010-08 Non Skid Epoxy Floor June 23, 2009 @ 10:30 a.m.

Glastonbury Fire Company #1

Bid forms may be obtained at the office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level).

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All sealed bids must be submitted to the office of the Purchasing Agent no later than the time and date indicated for each category. All bids will be publicly opened and read.

A Site visit and Pre-Bid Meeting for the Project (GL-2010-08) will be held on June 10, 2009 at 10:00 am at the Glastonbury Fire Company #1, 2825 Main St. Glastonbury, CT 06033. Attendance is encourage but is NOT mandatory.

Mary F. Visone Purchasing Agent

INFORMATION TO BIDDERS

- 1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
- 2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
- 3. The award will be on the basis of bid total cost unless otherwise specified.
- 4. Bids will be carefully evaluated as to conformance with stated specifications.
- 5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.
- 6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. <u>If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.</u>
- 7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
- 8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criterion shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
- 9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
- THIS ITEM WAIVED: Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

- 11. **THIS ITEM WAIVED:**A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
- 12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
- 13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
- 14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
- 15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on Bids & RFPs, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.

16. Non Resident Contractors (IF APPLICABLE)

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the <u>Certificate of Compliance</u> issued by the State DRS.

- 16. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
- 17. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
- 19. It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.

1.0 SCOPE OF SERVICE

- 1.1 PURPOSE: It is the intent of the Town of Glastonbury to install a non skid epoxy floor in the apparatus bay at the Glastonbury Fire Company #1, 2825 Main Street, Glastonbury, CT 06033. The apparatus bay is approximately 52' x 84'
- 1.2 There shall be a Site Inspection and Pre-bid Conference on June 10, 2009 at 10:00 a.m. at the Glastonbury Fire Company #1. Any questions as a result of this meeting will be answered in writing in the form of an Addendum. The project is to be completed and invoiced by September 1, 2009.
- 1.3 The Facilities Maintenance Division will be the contact agency for the project provided under this specification. During the bid period, administrative questions should be directed to Ms. Mary F Visone, Purchasing Agent at (860) 652-7588. Technical questions and inquiries must be made in writing to the attention of David Sacchitella, Building Superintendent, 2155 Main Street, Glastonbury, CT 06033 (860) 652-7706 or via email at dave.sacchitella@glastonbury-ct.gov . Inquiries after June 19, 2009 at 2:30 p.m. will not be considered pertinent to the request for bid.

2.0 SCOPE OF WORK

- 2.1 Work to include but not be limited to that which is outlined the Technical Specifications and attachment A.
- 2.2 The Contractor shall promptly notify the Town's Representative of any problems discovered during the installation process.
- 2.3 Prior to notification of award, the Contractor and Town Representative will inspect the premises and document any deficiencies or existing damage.
- 2.4 Should the Owner have the need for additional requirements beyond the scope of work as listed in 2.1, the Contractor shall provide said additional services only with prior written approval.

3.0 MATERIALS

- 3.1 The Owner shall provide access to all areas.
- 3.2 The Contractor shall provide all remaining supplies necessary to satisfactorily meet the work of this specification. These supplies shall include but not be limited to scaffolding, work site protection, support tools and equipment, and clean up and disposal. The Contractor shall provide the MSDS for all materials intended to be used on the site. The MSDS shall be transmitted to the Town Representative 3 days prior to start of work. The Contractor shall warrant the compatibility of any and all materials intended for use with the specific application.
- 3.3 The Contractor shall be in full compliance with all Federal, State and Local regulations.

The regulations include but are not limited to rules governing the use of chemicals, safety equipment and safe work practices.

4.0 EQUIPMENT

- 4.1 The Contractor will be required to provide their own equipment to perform the necessary work.
- 4.2 Reasonably sized space will be provided for the Contractor's use. This space must be kept in a neat and safe condition at all times. The Town assumes no responsibility for the security of any equipment or supplies the Contractor may store on Town property.

5.0 SUBCONTRACTORS

5.1 The Town must approve all subcontractors in advance of their presence in Town Facilities. Company names and employee names shall be submitted at least one week in advance of the intended start. Subcontractors are subject to all conditions of this bid. No subcontractor may work on Town property without the approval of the Town.

6.0 INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. <u>These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance</u>. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage Each Occurrence \$1,000,000
 - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1.000.000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and the Board of Education and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.0 BIDDING

- 7.1 The Contractor shall provide a vendor's invoice as evidence of a claim for compensation for materials used for unscheduled work. A vendor's invoice will be the only acceptable evidence of claim. The Town will pay the mark up percentage of 10% for any materials used for any approved unscheduled work.
- 7.2 The Contractor shall provide a list of contacts for scheduled and unscheduled work. This list shall provide name, office number, pager, cell phone and/or home number as appropriate to assure that the Town shall have a contact person for any time or date.
- 7.3 No additional work shall be performed until a purchase order or change order has been issued in writing.

8.0 CONDUCT OF WORK

- 8.1 Technical Specifications Section 2.1 outlines the Scopes of the Itemized Tasks. Vendors submitting an alternate or approved equal product must include complete product data for proposed product.
- 8.2 A Town Purchase Order will authorize the start of the work.

9.0 CONTRACT

9.1 These specifications shall be incorporated in a contract between the Town and the successful Bidder(s). All work performed in accordance with said Contract shall comply in every respect with all applicable laws and safety standards of the Federal Government, State of Connecticut and Town of Glastonbury.

10.0 TERM OF CONTRACT

10.1 The Town Reserves the right to terminate the contract at any time during the term. Such termination shall be effective thirty (30) days after giving written notice to the Contractor that the Town is terminating the contract.

11.0 QUALIFICATION OF BIDDERS

11.1 A list of 3 installations in Connecticut Fire Houses within the past 5 years and references along with the bid. The Bidder shall provide the corporate name, contact individual's name, phone and fax numbers, and a brief description of the work performed and the facility for at least three currently viable references.

Technical Specifications

2.1

SECTION 09705

RESINOUS FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide labor and materials for a seamless epoxy resurfacing material, including surface preparation, primers, and finish coats.

1.02 RELATED SECTIONS

- A. Concrete Division 3
- B. Thermal & Moisture Protection Division 7

1.03 ACCEPTABLE MANUFACTURERS AND INSTALLERS OR APPROVED EQUAL

- A. DUR-A-FLEX INC 1-800-253-3539
- B. Manufacturer approved Installer, who has technical qualifications, currently approved in writing, and facilities to install specified systems.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver material to job site in clean, clearly labeled containers and inspect prior to start of job.
- B. Store material in a dry, enclosed area protected from the elements. Keep temperature of storage area between 60° and 90° F.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Cure new concrete no less than 28 days under good conditions. Follow manufacturer's current moisture guidelines.
- B. Verify that substrate is properly equipped with vapor barriers and perimeter drains.
- C. Verify supply of adequate utilities, including electric, water, heat (between 60° and 90° F.) and lighting of no less than 80 ft candles measured at floor surface.
- D. Free work area of other trades during, and for a period of 24 hours, after floor installation.
- E. Protect finished floor from damage by subsequent trades.

1.06 WARRANTY

A. Submit a one-year warranty against defects in material and workmanship upon substantial completion of installation.

PART 2 PRODUCTS

2.01 PRODUCT DESCRIPTION

A. 1/8" SHOP Floor with ARMOR TOP FINAL TOPCOAT multiple component, seamless epoxy quartz flooring as manufactured by DUR-A-FLEX INC. **1-800-253-3539.**

2.02 PHYSICAL PROPERTIES

Physical Property	Test Method	Result
Hardness (Shore D)	ASTM D-2240	75-80
Compressive Strength	ASTM D-695	17,500 psi
	ASTM C-579	12,500 psi
Tensile Strength	ASTM D-638	4,000 psi
	ASTM C-307	2,600 psi
Tensile Elongation	ASTM D-638	7.50%
Flexural Strength	ASTM D-790	6,250 psi
	ASTM C-580	4,500 psi
Flexural Modulus of Elasticity	ASTM D-790	6.2×10^5
Linear Shrinkage	ASTM D-2566	0.02%
Coefficient of Linear Expansion	ASTM D-696	2×10^{-5}
Bond Strength to Concrete	ASTM D-4541	400 psi substrate fails
Indentation	ML D-3134	.025 MAX
Impact Resistance	ML D-3134	Pass
Water Absorption	ASTM D-570	0.04%
Heat Resistance Limitation		140°F - 200°F
Flammability	ASTM D-570	Self Extinguishing
Flame Spread/NFPA 101	ASTM E-84	Class A
Abrasion Resistance	ASTM C-501	
CS17 Wheel 2000 GM Load 1000 Cycles		4 mg loss
Coefficient of Friction	ASTM D-2047	
Standard Slip-Resistant		0.9
Orange Peel		0.8

2.03 PRODUCT MIXING

A. Mix on site with manufacturer supplied mixing and measure apparatus to ensure a timely, accurate mix ratio and minimize waste.

PART 3 EXECUTION

3.01 PREPARATION

- A. Create a surface profile with a steel shot blast machine, scarifier, and dust-free diamond grinders for edges. Remove all unsound areas of existing epoxy flooring.
- B. Verify that surface is dry and perfectly clean, free of all oil, grease, detergent film, sealers and/or curing compounds

3.02 INSTALLATION

- A. Apply prime coat of DUR-A-GLAZE #4 at a thickness of 8-10 mils and allow to cure.
- B. Apply 1/8"DUR-A-GLAZE SHOP FLOOR system.
- C. Broadcast non-skid aggregate to excess.
- D. Sweep up excess aggregate.
- E. Apply 16 mil topcoat of DUR-A-GLAZE SHOP FLOOR and allow to cure.

END OF SECTION

Proposal of	(hereinafter called
"Bidder"), organized and existing under the laws of the State of	
doing business as	
To the Town of Glastonbury (hereinafter called "Town").	
In compliance with your Invitation to Bid, the Bidder hereby proposes to	o furnish materials
And/or services as per Bid Number GL-2010-08 in strict accordance wit	h the Bid
Documents within the time set forth therein and at the prices stated belo	w.
By submission of this bid, the Bidder certifies, and in the case of a joint	bid each party
Thereto certifies as to their own organization that this bid has been arriv	ed at independently
Without consultation, communication, or agreement as to any matter rel	ating to this bid
with any other Bidder or with any competitor.	
The Bidder acknowledges receipt of the following:	
Addendum #1	
Addendum #2	

It is the responsibility of the bidder to check the Town's website for any Addendum before submitting the bid.

TOWN OF GLASTONBURY BID / PROPOSAL		GL # or RPGL #	2010-08
DATE ADVERTISED	June 8, 2009	DATE / TIME DUE	June 23, 2009 10:30 a.m.
NAME OF PROJECT	Fire Company #	1 Apparatus Bay Epoxy Flo	
2.1. Non Skid Epoxy Floor	\$	(numeric amount)	
\$	(written amount)		
It is the responsibility of the I Number, Date and Time of Bid CHECK THE TOWN'S WEB PRIOR TO BID OPENING.	Opening, and it al	so THE RESPONSIBILITY	OF THE BIDDER TO
CODE OF ETHICS: I / We have reviewed a copy of the Acknowledgement Form if I / We *Bidder is advised that effective Aproposal where the bidder has no	are selected. Yes _ August 1, 2003, the T	No* Fown of Glastonbury cannot c	
Type or Print Name of Individ	ual	Doing Business as (Trade	Name)
Signature of Individual		Street Address	
Title		City, State, Zip Code	
Date		Telephone Number / Fax N	Number
E:mail Address		SS # or TIN#	

(Seal – If bid is by a Corporation)