

MILFORD SCHOOL DISTRICT

SAU 40
100 West Street
Milford, NH 03055
603-673-2202
Fax 603-673-2237

Michael Tenters
Director of Curriculum

Robert Marquis
Superintendent of Schools

Jennifer Burk
Business Administrator

March 22, 2017

Dear Potential Bidder:

Enclosed is an Invitation to Bid on the replacement of the gymnasium flooring system in the Milford High School for the Milford School District. When submitted, bids must include completed Cost Statement, Good Faith Statement, the Experience/Performance Statement, and evidence of insurability and bonding capability, if applicable.

A Pre-bid Meeting has been scheduled for **9:00 AM March 30, 2017** at the site: Milford High School, 100 West Street, Milford, NH 03055. Site visits will not be allowed prior to March 30, 2017.

A firm completion date has been set for **August 25, 2017**. Late penalties will apply.

Please call if you require further information about the needs of the District or our general requirements.

Sincerely,

Jennifer Burk
Business Administrator
Milford School District

Enclosures:

Good Faith Statement
Cost Statement
Statement of Experience and Ability to Perform
Invitation to Bid

Milford High School Gym Floor
MILFORD SCHOOL DISTRICT
BID

GOOD FAITH STATEMENT

To Whom It May Concern:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder for the same work; that he has informed himself fully in regard to the Specifications for the gymnasium flooring system at Milford High School for the Milford School District of Milford, New Hampshire, and has made his own examinations and estimates and from them makes this proposal.

The undersigned understand that the Milford School District reserves the right to waive any formalities in, to reject any and all bids or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be for the best interest of the Milford School District.

With the above understanding, the undersigned proposes to remove and replace the gymnasium flooring system and all associated components at the Milford High School for the Milford School District and to comply in all respects with said specifications for the sum or sums stated.

COMPANY: _____

ADDRESS: _____

NAME (typed or printed): _____

SIGNATURE:

TITLE: _____

DATE:

BID
INVITATION TO BID

SECTION I

General Requirements

The Milford School District, by its School Board (hereinafter called the "School District"), invites bids from responsible parties to provide a complete gymnasium flooring system. The School District reserves the right to reject any or all bids as it deems to be in the best interests of the School District.

GENERAL CONDITIONS:

1. A Pre-bid Meeting has been scheduled for **9:00 AM, March 30, 2017**. at the site: Milford High School, 100 West Street, Milford, NH 03055.
2. Should any prospective bidder desire clarification or interpretation of any items in the advertisement, invitation to bid, general conditions and specifications, he shall request such, via email, from the Director, Buildings and Grounds S.A.U. #40, at wcooper@milfordk12.org, and the question put and the answer given by the Buildings and Grounds Director will be given, and every effort will be made to share the question and answer with all known bidders.
3. All bids must be submitted on the official forms (attached hereto), sealed, labeled "**Sealed Gymnasium Flooring System Milford High School Bid**" and delivered to the Office of the Superintendent of Schools, 100 West Street, Milford, New Hampshire 03055, by **April 13, 2017 at 10:30 AM**.
4. Bidders will submit one (1) original bid and three (3) copies. All proposals must be on the forms provided and signed by the individual, partnership or corporation making the same; when made by a corporation, proposals must be signed by the officers thereof authorized to bind it by contract and be accompanied by a copy, under seal, of his authority to sign. Additional pages may be attached, dated, and signed by an authorized representative of the successful bidder, if additional space is required to provide a complete response.
5. No bid shall be withdrawn for a period of thirty-five (35) days from date of submission.
6. The bidders are invited to be present at the public bid opening at the Office of the Superintendent of Schools, 100 West Street, Milford, New Hampshire, **April 13, 2017 at 10:30 AM**.
7. Awarding of the contract will be within thirty-five (35) days of the bid opening.

8. The competency, responsibility, experience, reputation, and financial standing of the bidders will be considered in making the award. The School District reserves the right to reject any or all bids, wholly or in part, to waive any informality therein, to accept any bid even though it may not be the lowest bid, and to make award which in its sole and absolute judgment will best serve the School District's interests. Bidders shall bid specifications and any exceptions must be noted.
9. All Bidders will be certified by the Secretary of State of the State of New Hampshire to transact business in the State of New Hampshire. Each Bidder shall provide a copy of the Certificate of Authority from the New Hampshire Department of State indicating the Bidder may transact business in the State of NH.
10. All bidders shall submit, with their bids, evidence from insurance and/or Surety Company (ies) licensed to do business in the State of New Hampshire, which it shall provide the bidder with insurance coverage, a performance bond, and a payment bond in the amount required herein if the bidder is successful.
11. A **Performance Bond** and a **Payment Bond** each in the total estimated amount of the annual contract shall be furnished before a contract is signed. The successful bidder shall procure and maintain in force a performance bond from an insurance or surety company licensed to do business in the State of New Hampshire for the benefit of the School District conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent (100%) of the contract. The successful bidder shall procure and maintain in force a payment bond from an insurance or surety company licensed to do business in the State of New Hampshire for the benefit of the School District conditioned upon the faithful payment for goods and services required to complete the terms of the contract, in an amount equal to one hundred percent (100%) of the contract. The cost to maintain the performance and payment bonds is to be included in the bid price.

The successful bidder will be required to indemnify the School District for any loss that they may sustain from any cause arising out of the performance or lack of performance of the agreement by the successful bidder.

12. **Automobile and general liability insurance** shall be carried by the successful bidder during the life of the Agreement in the amount of five million dollars (\$5,000,000) per occurrence. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or Umbrella policy.

Such policy will name the School District as a coinsured and a certificate of such insurance must be received by the Business Administrator upon execution of the contract and prior to the start of any work on the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.

The successful bidder shall agree to hold harmless the School District and any of the School District's officials, elected or otherwise, and its employees from claims for damages, including legal expenses, for property damage and/or personal injuries, and/or bodily injuries, including death, which may arise from or out of the operation hereunder.

The successful bidder shall maintain **Workers' Compensation Insurance** for all employees engaged in the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District as an additional insured.

For bids in excess of one hundred thousand dollars (\$100,000), or where hazardous materials are involved, the successful bidder shall, prior to the performance of any work under the contract, provide the School district with certification of the successful completion of a 10-hour Occupational Safety and Health Administration (OSHA) construction safety program for each on-site employee, including those of any subcontractor, as required by NH RSA 277:5-a.

The successful bidder shall procure and maintain in force **Builder's Risk insurance** in an amount equal to 100% of the project construction costs. A certificate of such insurance must be received by the Business Administrator upon execution of the contract and prior to the start of any work on the project. The successful bidder will immediately notify the School District if the successful bidder receives any notice from the insurance company providing such insurance coverage that such company intends to cancel any part of such insurance.

13. The successful bidder will provide a copy of the bidder's (and any subcontractor's) EPA-required certification to conduct lead-based paint activities or renovations, and copies of employees' individual certifications for same.
14. The successful bidder will provide a project schedule to the School District prior to starting work on the project and at least monthly updates thereafter.
15. The School District will provide a contract document to the successful bidder and will not be restricted to any document template developed by outside organizations such as the American Institute of Architects (AIA) or the Design Build Institute of America (DBIA).
16. The School District shall pay the successful bidder for contract expenses on a monthly basis.
17. In addition to any other rights the School District may have, the School District shall have the right to declare the successful bidder in default if (a) the successful bidder becomes insolvent; (b) a voluntary or involuntary petition in bankruptcy is filed by or

against the successful bidder.

18. The contract may be terminated by the School District for unsatisfactory performance of the contract. In instances of unsatisfactory performance, the School District shall give written notice to the successful bidder citing the unsatisfactory performance and giving the successful bidder fourteen (14) days to improve its performance to the satisfaction of the School District. If the performance of the successful bidder does not improve to the satisfaction of the School District, within the fourteen (14) day period, the School District may terminate the contract by providing written notice to the successful bidder, notifying it of final termination fourteen (14) days from the date of receipt of said notice.
19. Should termination of the contract occur, the School District may employ another contractor or contractors to complete the project, and, in the case of termination for unsatisfactory performance, hold the successful bidder herein responsible for any extra or added expense, loans, or damages suffered by the School District.
20. The successful bidder will appoint a qualified supervisor. Said person will be available to the School District's representative at all times. Said person will be responsible for enforcing with employees and contractors connected with the project the State of New Hampshire law prohibiting smoking on school property. Said person will be responsible for requiring employees and contractors connected with the project to be properly attired in shirts, long pants, and appropriate footwear (no bare torsos or shorts). Said person will be responsible for enforcing courteous conduct on the site with employees and contractors connected with the project (no swearing or vulgar language).
21. A firm completion date of **August 25, 2017** has been set. The contract will include provisions for a penalty of \$500 per day for late completion, to be deducted from the amount due under the contract.
22. As-built plans and warranties shall be provided to the School District within sixty (60) days of substantial completion of the project.
23. The successful bidder will invoice the School District monthly, terms net 45, interest rate of 0% for late payment. Invoice payment shall be subject to the receipt of lien waivers and no payment shall become due absent applicable waivers. The School District will hold **5%** retainage on the total cost of the project for one year or until such time as as-built plans and maintenance and warranty documents have been delivered, whichever is later.

SECTION II

Project Summary

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the School District. Clarifications and amendments will be shared with all known bidders.

SUMMARY :

The Gymnasium flooring system is approximately 55 years old and due to the extensive sanding, the top of the nail heads are showing in some areas. The floor has undergone numerous refinishing over the last 10 years due to water leaks and board cupping which resulted in parts of the floor being replaced.

SECTION III

Bid Specifications

1) General Conditions:

The successful bidder shall have visited the site of the proposed work in order to fully acquaint and familiarize himself with conditions as they exist and the character of the operations to be carried out under the scope of this contract and make such on-site and subsurface investigations as he may see fit so that he understands fully the site, facilities, difficulties and any restrictions attending the execution of this work. The failure or omission of the successful bidder to receive or examine any form, instrument, and document or to visit the site and acquaint their company with the conditions there existing, shall in no way relieve him from any obligations with respect to the performance of the proposed contract and the work therein.

The successful bidder shall adhere to all applicable federal, state, and local codes, rules, and regulations, latest codes in effect.

Engineering and plans stamped by New Hampshire Licensed engineer(s) are the responsibility of the successful Bidder. Where the site maps and conceptual floor plan differ from bid specifications, the bid specifications are to be followed.

The successful bidder shall provide any and all dumpsters, storage containers, and portable toilets to be utilized by the Contractor and any of their sub contractors for the duration of this project.

The use of asbestos or asbestos products will not be permitted in any form in this project.

The successful bidder shall obtain any and all permits, licenses, and permissions required for the project at the successful bidder's expense.

Should any site work be conducted while school is in session, the fullest consideration will be given to students and staff safety after consultation with School District Officials.

Testing may be required by the School District to determine that materials or workmanship provided meet the specified requirements. The employment of a testing laboratory shall in no way relieve the successful bidder of his obligation to perform all work in accordance with contract requirements. The testing laboratory shall procure all samples and specimens, shall provide all necessary testing equipment and personnel and make all deliveries of samples to the laboratory.

Wood Gymnasium Flooring

General:

- A. **Concrete sub floors** – All high spots shall be ground level, and low spots filled in with approved leveling compound by contractor.
- B. **Thresholds and Game standard inserts:** shall be the responsibility of the Installer (Flooring Contractor)
- C. **References – 1. MFMA – Maple Flooring manufacturers Association
2. DIN – Performance Standard DIN 18032, Part 2**

Quality Assurance:

Manufacturer:

1. Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.
2. Manufacturer of flooring and subfloor components must be ISO 901:2000 certified to assure quality control of materials provided.
3. Basis of design shall be “Anchored Rezill Sleeper DIN” sports floor system as provided by Connor Sports Flooring, www.connorfloor.com, 1-800-833-7144.
4. Materials other than those listed must be approved 10 days prior by written addendum.

Installer (Flooring Contractor):

1. The complete installation of the flooring system, as described in the scope of these specifications, shall be carried out by an experienced installer (Flooring Contractor), and the work shall be performed in accordance with the most recent installation instructions of the manufacturer.
2. Installer (Flooring Contractor) shall be liable for all matters related to installation for a period of one year after the floor has been installed and completed.

Performance Testing:

1. Flooring system shall be independently tested and meets or exceeds all Athletic Performance requirements according to the International Standard DIN 18032, part 2.

2. Independent DIN Testing Laboratory shall have Scientific Body Membership in the International Association of Sports Surface Sciences (ISSS). Test equipment shall have been calibrated and certified through the ISSS.

3. DIN testing engineer shall be an ISO 17025 System member rated for each performed test conducted.

4. Flooring system shall have been independently tested and evaluated for Engineering Performance according to the Structural Testing and Engineering Measures (STEM).

Submittals:

1. Specifications- Submit Connor Anchored Rezill Sleeper DIN or approved equal specification sheets.

2. Sample- Submit one sample of specified system.

3. Maintenance Literature – Upon completion of floor installation, send to owner a Care Card. This card spells out care and maintenance instructions including temperature and humidity ranges for area where flooring is installed.

Working Conditions:

1. The wood flooring specified herein shall not be installed until all masonry, painting, plaster, mechanical, and any overhead work in specified area is completed. All other trades shall have completed any and all work and the building shall enclosed and weather tight.

2. The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials, broom swept and level. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions that prevail when the building is occupied.

3. Permanent light, heat, and ventilation shall be installed and operating during and after installation, maintaining range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the flooring contractor based on the facility's mechanical controls and/or geographical location.

4. Flooring must be stored in a dry, well ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while facility is occupied.

5. Installer shall lock floor area after floor is finished to allow proper curing time. If gymnasium use is required after proper curing time, installer shall protect floor with non-marring Kraft paper or Red Rosin paper with taped joints until acceptance by owner of complete gymnasium floor.

6. Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the owner who shall advise floor manufacturer of the same.

Humidity Control:

1. Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35% - 50% relative humidity range. Geographical regions and available mechanicals determine the typical range of temperature

and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth. Facility managers should make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

Warranty:

1. Manufacturer warrants that the materials it has supplied will be free from manufacturing defects for a period of one year. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by the Manufacturer. Warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions or chemical action, nor does it apply to damage caused by normal wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of the flooring system.

2. Manufacturer shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale, handling or use of the materials(goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials(goods) not complying with this agreement, or at their elections, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials(goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to manufacturer in writing 30 days from the date buyer discovered, or should have discovered, any claimed breach.

PRODUCTS:

Material:

1. **Vapor Barrier** – 6 mil polyethylene

2. **Resilient Pads** –

A. Connor 7/16” X 2” x 2” – R4 DIN Pads or Equivalent

B. Optional Pad – Connor 1” x 2” x 2” – R4 DIN Pads or Equivalent

3. **Subfloor:**

A. Sleepers shall be 1” X 3” X 8’ plywood with anchor pockets provided.

B. Nominal 2” X 3” x 4’ Spruce, Fir, Hemlock or Pine softwood sleepers with anchor pockets provided, dip treated with WoodLife 3 a minimum of three minute immersion.

4. **Subfloor sheathing(delete if softwood sleepers 9” on center)**

A. subfloor sheathing – 15/32” APA rated sheathing Exposure 1.

5. **Flooring:**

A. Connor Laytite Maple 25/32” x 2 ¼”, second & better grade, Northern Hard Maple Flooring, TGEM, MFMA Grade marked and stamp as manufactured by Connor Sports Flooring.

B. Optional sizes and grades – a. sizes – 25/32” X 1 1/2” , 33/32” X 1 1/2” , 33/32” X 2 1/4”

b. grades – First grade, third grade

C. Option – Manufactured flooring profile shall include 1/64” side edge crush bead.

D. Treating – Flooring shall be treated with WOODLIFE – 3 preservative.

E. SMARTWOOD – Hard Maple Flooring shall be certified as harvested from managed forest in compliance with the SmartWood program of the Rainforest Alliance.

6. Fasteners:

A. Flooring – 1 3/4” barbed cleats or coated staples when including 15/32” subfloor sheeting. Note: 2” barbed cleats when installing sleepers only.

B. Subfloor – 1 1/2 “ coated staples.

C. Concrete – 2 1/2” collared, steel drive pins.

7. Finish Materials:

A. Oil modified polyurethane seal and finish or equal.

8. Game Lines:

A. Game lines and graphics will be compatible with finish.

9. Wall Base:

A. 3” X 4” heavy duty, molded, vented cove base with pre- molded outside corners.

EXECUTION:

A. Inspect concrete slab for proper tolerances and dryness. Report any discrepancies to Owner in writing.

B. Concrete slab shall be broom cleaned by contractor responsible for tear out of existing flooring.

INSTALLATION:

1. Subfloor:

A. Cover concrete with poly, sealing, and lapping joints a minimum of 6”.

B. Place sleepers 16” on center at a right angle to finished flooring, staggering end joints 48” in adjacent rows. Provide 1 1/2” expansion voids at perimeter and at all vertical obstructions. Install solid blocking at doorways, under bleachers in stacked position, and below portable goals.

C. Optional – Place sleepers 9” on center when eliminating plywood subfloor. Stagger end joints 24” in adjacent rows. Provide 1 1/2” expansion voids at perimeter and at all vertical obstructions. Install solid blocking at doorways, under bleachers in the stacked position and below portable goals.

D. Secure sleepers to concrete with steel anchors inserted in anchor pockets provided. Maintain proper anchor penetration with Connor “SURE STOP” installation tool and procedure or equal.

E. Install plywood subfloor with 8’ edges parallel to and resting on sleepers. Set plywood in staggered brick pattern and offset plywood end joints by 24” from sleeper end joints, 1/4” spacing on all edges. Fasten plywood to sleepers using 1 1/2” staples fastened 12” on center along sleeper locations. Provide 1 1/2” expansion voids at perimeter and at all vertical obstructions.

2. Maple Flooring:

- A. Install maple flooring parallel to main playing court by power nailing or stapling at sleeper locations and approximately 12” on center on plywood subfloor system.
- B. If required, size joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
- C. Provided 1 ½” expansion voids at perimeter and at all vertical obstructions.

3. Finishing:

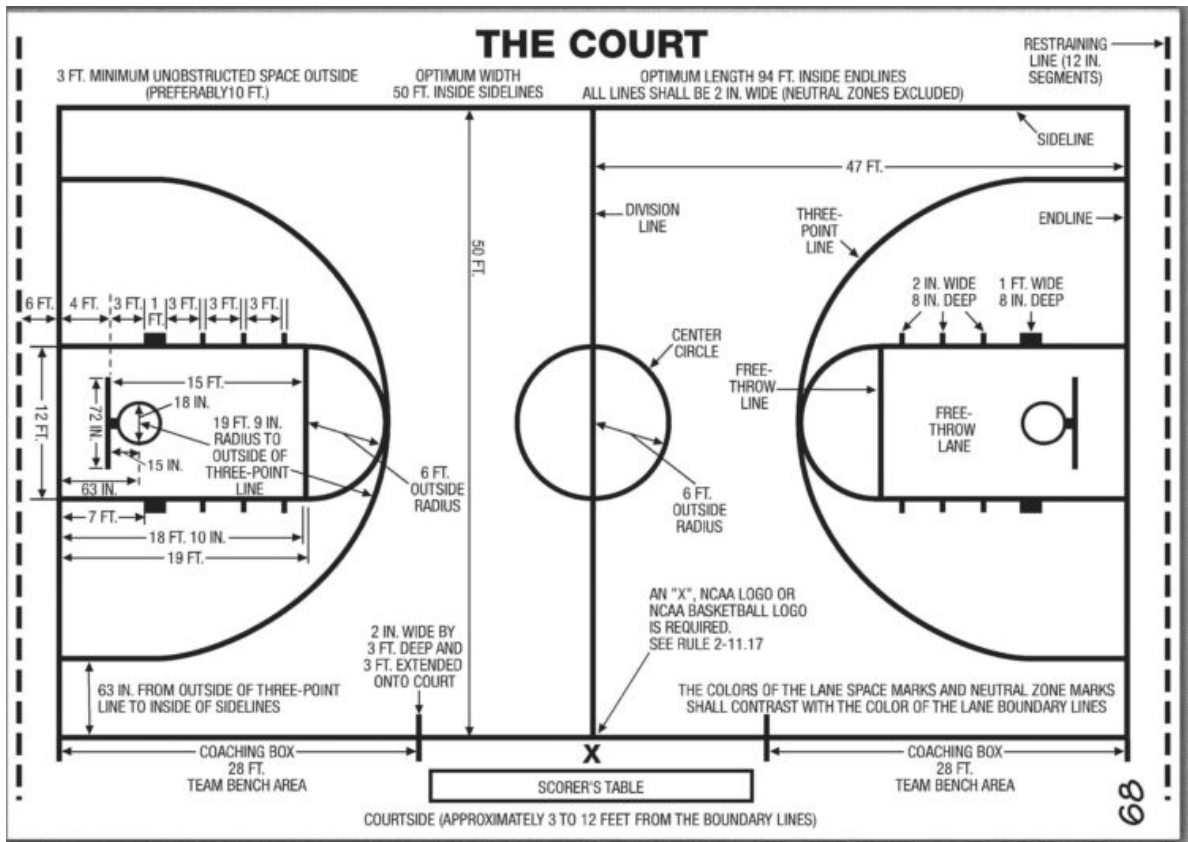
- A. Machine sand with coarse, medium, and fine paper to a smooth , even and uniform surface.
- B. Remove sanding dust from entire surface by tack or vacuum.
- C. Inspect entire area of floor to insure that surface is acceptable for finishing, clean and completely free from sanding dust.
- D. Apply two (2) coats of approved seal and two (2) coats of approved finish per manufacturer’s instructions.
- E. Buff and clean floor between coats.
- F. Game Lines. Apply lines as indicated on drawings, between seal and first coat of finish. Team Logo shall be applied as indicated between seal and finish coats.
- G. Contractor (flooring installer) will install volleyball sleeves as indicated on drawings.
- H. Bleachers will be removed by others.
- I. Door thresholds will be the responsibility of Contractor(flooring installer).

4. Base Installation:

- A. Install vented cove base to walls with base cement or screws. Use pre-molded outside corners and mitered inside corners.

5. Cleaning:

- A. Remove excess and waste materials from area of work.



COURT DIAGRAM

