

**OBION COUNTY BOARD of EDUCATION**

**GYM FLOOR REFINISHING**

**BLACK OAK ELEMENTARY SCHOOL**

The Obion County Board of Education is now accepting bids on complete gym floor refinishing for Black Oak Elementary School. Complete specifications are as follows:

Any questions or clarifications may be addressed to:

Phil Graham

Maintenance Supervisor

731-536-4226

[grahamp@k12tn.net](mailto:grahamp@k12tn.net)

## Bid Form

Date: 4/26/12

To: Obion County Board of Education  
316 South Third Street  
Union City, Tennessee 38261

From: (Name of Bidder) Couington Flooring Company  
(Address of Bidder) 709 First Avenue North  
(City, State, and Zip code) Birmingham AL 35203  
(Phone and fax numbers) 615-969-4080 ph + 615-794-2391 fax

For: Gym Floor Refinishing Black Oak Elementary School  
Obion County Board of Education  
Union City, Tennessee

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the drawings and the project manual for the work and the Bidding Documents relative to the Work to be performed and that this bid is based upon thereon, without exception.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Owner in the form of contract AIA Document A101, Published by the American Institute of Architects for Contractor and Owner, furnishing thereby all services, labor, and materials to complete the construction of the project in full and complete accordance with the noted, described, and reasonably intended requirements of the Contract Documents.

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

The Bidder agrees that his bid may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

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

The bids shall be submitted in **duplicate**. All bids shall be enclosed in a sealed envelope. The envelope shall be addressed to the owner, and identified with the words "**BID ENCLOSED, Gym floor refinishing Black Oak Elementary School, Obion County Board of Education**" plainly written on the face thereof.

Bidder further certifies that: (One must be checked)

All specifications are met as prescribed herein.

Alternate items and specs are attached and described as required herein.

**VOLUNTARY ALTERNATES**

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

**Base Bid Gym Floor Refinishing**

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

Sixteen thousand + fifty-seven dollars.

(written amount)

\$16,057.00

(numerical amount)

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

By:  Title: Regional Rep  
(signature)

Date: 4/27/12

Firm Name: Covington Flooring Co. State of Incorporation Alabama

Contractor's License No.: TN Lic # 26251

Expiration Date: 2/28/13



## Scope of Work:

Successful bidder is to provide all material, labor and all indirect costs in order to remove all existing floor finish. They are to sand, clean, and prep existing gym floor, install new finish including all painted lines and logos as are in place at Black Oak Elementary School.

Painted area under game goals is to be eliminated.

Some minor floor repairs will be required ex. Area next to west exposure doors (minimum 20 sq. ft). and any other areas as determined by contractor and owner during post bid walk-thru.

All game lines and markings are to comply with TSSAA standards.

1. Contractor is to remove and prep existing base cove and store for re-use. Base cove not acceptable for re-use is to be replaced with a similar product.
2. Contractor is to sand floor completely except for areas under existing bleachers (when fully folded). The use of different grit sandpaper will be incorporated starting with course and ending with fine grit.
3. After completing sanding process floor is to be covered using 120 grit sanding screen and low speed buffer in order to obtain a smooth and finished maple flooring system free of all drum marks, gouges, streaks, and shiners.
4. Upon completion of screening, the contractor is to vacuum floor completely and clean with tact rags and prep surface in order to receive finish.
5. Sand screen and tact rag is required between each coat of finish.
6. First coat of finish should be a sanding sealer, spread thoroughly and evenly over entire gym floor.
7. Two (2) coats of gym floor varnish (Hillyard #284 or #285, or Robbins "Miracle Finish") are acceptable products. Other products can be used provided submittal of product data and approval by the owner.
8. Game lines, logos and other art work is to be applied after second coat of varnish is applied. (All markings are to comply with TSSAA standards). All paint colors are to be documented and submitted to the system maintenance dept.
9. After completion of painting, a minimum of two (2) coats of gym varnish is required, more coats may be required to make a complete and finished product.
10. Upon completion and approval by the owner, successful contractor is to re-install or replace base cove.

## BIDDER REPRESENTATION

Each bidder by submitting their bid represents that:

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

## DEFINITIONS

A bid is a complete and properly signed proposal to do the work or designed portion thereof for the sum stipulated therein supported by data called for by the bidding documents.

Base bid is the sum stated in the bid for which the bidder offers to perform the work described as the base, to which work may be added or deducted for the sums stated in the alternate bids.

An alternate bid is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in project scope, materials, or methods of construction described in the bidding documents is accepted.

A price is an amount stated in the bid as a price per unit of measurements for materials or services as described in the contract documents.

## PROCEEDURES

1. Bids are to be **submitted in duplicate**
2. Bidder may list any voluntary alternatives on a separate bid form.
3. All copies of the bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the owner, and identified with the words "**BID ENCLOSED GYM FLOOR REFINISHING BLACK OAK ELEMENTARY SCHOOL, Obion County Board of Education**" plainly written on the face thereof.
4. Bids are to be filled in by typewriter or manually in ink.
5. Bids are to be submitted to:  
OBION COUNTY BOARD of EDUCATION  
316 SOUTH THIRD STREET  
UNION CITY, TN. 38261
6. Bids are to be received by **May 8, 2012 at 11 a.m.**
7. Bids will be opened immediately thereafter, at the above location.
8. The owner retains the right to reject any or all bids,
9. It is the intent of the owner to award this project to the lowest reasonable bidder, provided the bid has been submitted in accordance with the requirements of this document, is judged to be reasonable, and does not exceed the funds available for this project.
10. Bids are to be signed by persons legally authorized to bind the bidder to a contract.



## INSURANCE

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

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

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

## GENERAL

The owner shall supply necessary water and electricity for installation. The owner shall permit the use of toilet and wash-up facilities.

## GENERAL CONDITIONS

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

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

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

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

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

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

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



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

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

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

The contractor, upon acceptance of his proposal, will honor this project completion date of 08-01-2012. If the contractor is unable to comply with this completion date, without proper documented justification to the owner's satisfaction, he will forfeit payments not to exceed 1% (one percent) of the total proposal per day.

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

#### PROTECTION OF PERSONS AND PROPERTY

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

All employees on the work

All the work, all materials, and equipment to be incorporated therein.

All other employees, students, and guest at the job site.

Other property at the site or adjacent thereto.

#### QUALIFICATIONS:

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

#### QUALITY ASSURANCE

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

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

#### CLEANUP

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

#### WARRANTY

The Contractor shall provide a minimum of 1-year warranty on all materials and labor, 5-year compressor warranty, commencing with the date of final acceptance.

The warranty coverage shall not be pro-rated or limited to the amount of usage.

The warranty submitted must have the following characteristics:

Must warrant materials and workmanship

Must warrant that the materials installed meet or exceed the product specifications

Must have provisions to either make a cash refund or repair or replace such portions of the installed equipment materials that are no longer serviceable to maintain serviceable and useable equipment.

Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.

Guarantee the availability of replacement parts, equipment, and materials installed for the full warranty period.

#### SUBMITTALS

Submit with bid:

Manufacturer's data certifying compliance with these specifications

Certified list of existing installations, including owner representative and telephone number, attesting the compliance with quality assurance information.

#### UTILITIES

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

#### QUALITY STANDARDS OF INSTALLATION

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

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

#### PAYMENT OF CONTRACT

Due to the limited scope of project, no partial payments will be issued. The Board will pay 100% of accepted bid upon full completion and acceptance by the owner.