

B36-11

City of Concord, New Hampshire

Purchasing Department

**DOUGLAS N. EVERETT ARENA
FLOOR REPLACEMENT**

**15 Loudon Road
Concord, New Hampshire**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
and
THE H.L. TURNER GROUP INC.**

Contract
Bid Documents
Specifications

April 6, 2011

**BID DUE DATE/TIME: MAY 3, 2011 NOT LATER THAN 2:00 PM
MANDATORY PRE-BID MEETING: APRIL 21, 2011 AT 10:00 AM @ the Arena**



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656

www.concordnh.gov/Purchasing

INVITATION FOR BIDS

The **Purchasing Division**, located at the **Combined Operations & Maintenance Facility**, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for "B36-11. Douglas N. Everett Arena Floor Replacement" until 2:00 PM on May 3, 2011. At which time they will be opened and publicly read in the conference room at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. The sealed envelope should be plainly marked:

"B36-11, DOUGLAS N. EVERETT ARENA FLOOR REPLACEMENT"

Bids may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Plans and specifications may be obtained from the Purchasing Department, City Hall, 41 Green Street, Concord, NH 03301 (603) 225-8530 for a non-refundable fee of \$ 75.00. In addition, if plans and specifications must be mailed there is an additional non-refundable fee of \$ 20.00.

A mandatory pre-bid informational meeting will be held at 10:00 AM on Thursday, April 21, 2011 at the Douglas N. Everett Arena, 15 Loudon Road, Concord, NH 03301.

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders. The amount of such bid deposit shall be **ten percent (10%)** of the total bid, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance Bond and a separate Payment Bond, each in the amount of **one hundred percent (100%)** of the contract price.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one year warranty period and released only after the City has accepted the project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily substantially complete (new concrete slab poured) the work contemplated and provided for under this contract, on or before **August 5, 2011**, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand eight hundred dollars (\$1,800) plus engineering charges** per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

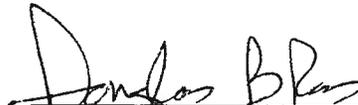
Failure to submit all information as detailed on the Bid Submission Checklist on and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

All bids are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing

		033301		
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax))	mweaver@cdcnews.com www.cdcnews.com

APPROVED:



Douglas B. Ross, Purchasing Manager

Date: 4/12/11

Bid Due Date/Time: May 3, 2011 not later than 2:00 PM

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A. The name of the project is "Douglas N. Everett Arena Floor Replacement – Bid No. B36-11".
- B. The project is located at 15 Loudon Road, Concord, New Hampshire 03301.
- C. The Contract Documents for this project, prepared by The H.L. Turner Group Inc., 27 Locke Road, Concord, New Hampshire, are dated April 6, 2011.
- D. The Owner of the project is City of Concord, NH, Purchasing Department, located at 41 Green Street, Concord, New Hampshire 03301.
- E. The Architect/Engineer for this project is The H.L. Turner Group Inc., 27 Locke Road, Concord, New Hampshire 03301; Telephone: 603-228-1122, Fax: 603-228-1126.

1.2 SUMMARY DESCRIPTION OF WORK

- A. This project consists of, but is not limited to:
 - 1. Replacement of the existing ice rink floor at the Douglas N. Everett Arena as enumerated in the contract documents. The prospective bidder shall include:
 - a. A base bid as well as ADD alternates and described in specification section 13700 as well as on the drawings.
 - b. See specification section 13700, the project drawings as well as all project specifications for the requirements of this project.
- B. Since the Douglas N. Everett Arena will be occupied during the implementation of the floor replacement, dust and noise control, as well as keeping all building contents dry will be a major criterion for this project.
- C. The Contractor is responsible for all aspects of work on this project. All damages are to be repaired at no cost to City of Concord and to the satisfaction of City of Concord.

- D. The Contractor is to be responsible for:
 - 1. Legal disposal of all materials and debris.
 - 2. The maintenance and protection of personnel, public, and private property and vehicular traffic at all times during the implementation of this work.
- E. Refer to project drawings, as well as this project specification for additional descriptions of work to be performed.

1.3 COORDINATION OF WORK EFFORTS

- E. The Contractor shall coordinate its work efforts with City of Concord during all phases of work.

1.4 CONSTRUCTION SAFETY/HEALTH

- A. The Contractor, in all cases, shall be responsible for the safety of all persons involved on this project, and shall comply with OSHA, EPA, and all other applicable local, state, and federal agencies. The Contractor shall maintain copies of all MSDS sheets in a three ring binder at the project site. At the conclusion of the project, a copies of the complete binder shall be included in the final O&M manual and presented to the Owner.
- B. The Contractor shall not be permitted to use any asbestos containing building materials (ACBM) on this project. The Contractor shall supply a letter to the Owner certifying that no ACBM's have been used on this project.

1.5 POTABLE WATER

- A. The owner shall provide all potable water necessary to accomplish the work on this project. Coordinate all efforts with the owner. The contractor is cautioned not to over use the amount of water that the owner will make available. The owner reserves the right to make the contractor pay for water if the owner determines that the contractor is wasting water unnecessarily.

1.6 PERMITTING

- A. The Contractor shall be responsible for obtaining all permits necessary to accomplish the work on this project.

1.7 SANITARY FACILITIES

- A. Portable sanitary facilities shall be provided by the Contractor in

numbers adequate for the work force on-site in a location approved by the Owner.

- B. The contractor will be responsible for the sanitary disposal of all materials requiring such disposal.

1.8 FIRE PROTECTION

- A. The Contractor shall provide fire extinguishers on-site in adequate numbers for protection of materials and equipment. The Contractor shall take all precautions necessary for the protection of all existing materials, furnishings, etc., as necessary during the implementation of the work.

1.9 INSTALLATION

- A. All work shall conform to the contract documents, and applicable local, state, and federal requirements. Unless specified herein, contract work shall conform to Manufacturer's recommendations.

1.10 ELECTRICAL USE

- A. The Owner will provide electrical power in a reasonable amount if necessary to accomplish the work. The Owner has 120 volt, 60 Hz power available near the entrance to the Equipment Room. If required, the Contractor is responsible for providing and installing all panels, sub panels, breakers, etc., all in accordance with governing codes and regulations. Coordinate location(s) with the Owner. The contractor is cautioned not to over use the amount of electricity that the owner will make available. The owner reserves the right to make the contractor pay for electricity if the owner determines that the contractor is wasting electricity unnecessarily.

1.11 TESTING

- A. Except as herein provided, the Contractor shall pay for all testing except for the testing of concrete. All special testing called for by the Owner's Representative to confirm quality of installation which results in confirmation of work not meeting the specifications of the contract shall be paid for by the Contractor.

1.12 RESTORATION

- A. All structures, facilities, finishes, utilities, etc., or landscaped or paved areas damaged during the duration of the work shall be restored by the Contractor to a condition acceptable to the Owner prior to final payment.

1.13 PROTECTION

- A. Contractor to be responsible for the protection of all property including, but not limited to, all existing roadway components, utilities, fencing,

concrete pads, building finishes, building components, all existing pavement, hydrants, trees, shrubs, grassed areas, etc., during all phases of the work.

1.14 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The work to be performed under the General Contract shall be substantially complete (new concrete slab poured) on or before August 5, 2011.
- B. It is expressly understood and agreed, by the Contractor and the Owner, that the time for completion of the work stated is reasonable for the completion of this project.
- C. The Owner reserves the right to implement Liquidated Damages in the amount identified in the front end documents for the work on this project not substantially completed within the agreed upon limits.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION