



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on the purchase and installation of new tile for the Fire Station #3. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:30 a.m. October 16, 2014 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid on Fire Station #3 Tile Work / October 16 @ 10:30 a.m.
315 South Lowry Street
Smyrna, TN 37167

Verbal quotations, faxed quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: October 2, 2014

TABLE OF CONTENTS

	PAGE
SECTION I - GENERAL INFORMATION	3
SECTION II - SPECIFICATIONS	4
SECTION III - PRICE QUOTATION	8
SECTION IV - SPECIFICATION COMPLIANCE	9
DRAWING	10

SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna requests quotations on the purchase and installation of new tile for Fire Station #3. This requires the removal and disposal of existing carpet.

Smyrna Town Hall location:
315 South Lowry Street
Smyrna, TN 37167

Smyrna Fire Station #3
630 East Enon Springs Rd.
Smyrna, TN 37167

Questions should be directed to Assistant Chief James Heath 615-459-9735 ext. 7501 or E-mail: james.heath@townofsmyrna.org.

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Section III and IV shall be completed and included as an integral part of each bidders proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- I. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.

SECTION II - SPECIFICATIONS FOR STATION #3 TILE WORK PROJECT

Scope of Work: This project includes furnishing all labor, tools, and supplies for complete project start to finish. All measurements and dimensions in drawing are approximate. It is highly encouraged that interested bidders visit the site to confirm exact measurements. Acceptable brands and colors are:

Tile: daltile Brand 12 x 12HD BT01-OS
Tile Color: Briton Bone Color #1212HD1P2
Grout Color: #380 Haystacks
Cove Base: 4 inch Dark Blue Base

Any exception to specific brands and designated colors must be approved prior to bid opening by James Heath.

1. The work will be scheduled as specified by the Town.
2. Due to this being an Emergency Services Building an exact time schedule will be required for Time span of project.
3. All materials and supplies must be on site prior to start of project.
4. The contractor is responsible for moving and replacing furniture.
5. Work includes removal and disposal of existing carpet in Dayroom and Office per drawing.
6. Work to include removal of all adhesive to allow for proper tile installation.
7. Work to include removal and disposal of all 4" rubber base throughout entire building.
8. Work to include furnish prep and install new base of same color removed after tile completion.
9. All areas to be tiled will require floor prep not limited to, but inclusive of, leveler to provide smooth transition from terrazzo to previously carpeted areas. Trim at exterior doors for transition, all terrazzo flooring scrub, sand, or perform necessary work to existing finish for ceramic tile to bond and adhere to existing terrazzo and concrete surface.
10. Work to include installation of necessary quantity of tile to cover area designated in drawing per industry standards for adhesion over Terrazzo, and concrete slab.
11. Tile to be installed in square pattern with 1/4" grout line and no more than quarter inch grout filling around door frames, walls etc.
12. All unused tile left on site for future use or repairs.
13. Work to include all labor, supplies, tools and disposal of removed carpet, tile, base, waste needed for installation of tile edging, VERSA BOND thin set, and Polyblend Lifetime Concrete and Epoxy Grout color #380 Haystacks, Cove Base.
14. Work to include all labor for removal, prep and install new cove base of same color removed after tile completion.
15. All unused cove base to be left on site.
16. Clean all grout and tile surfaces to remove any tape glue or concrete residue.
17. Cut all interior doors to open over new floor with clearance of 1/2".
18. It is the responsibility of the contractor/subcontractors for measuring the areas for tile, cove base and viewing work areas, dust control and removal of all debris from Fire Station property.
19. Contractor must submit proof of insurance with bid.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Tennessee. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. It shall also include coverage for loading and unloading hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.
- b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Town of Smyrna.

3. All Coverages

- a. Prior to commencement of services, the Contractor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
- b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
- c. Replacement certificates, policies and endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- d. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- e. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- f. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. All insurance must be underwritten by insurers with an A.M. Best Company ratings of no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

INDEMNITY REQUIREMENT:

The contractor further agrees to protect, defend, and save the Town its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the contractor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

SECTION III - PRICE QUOTATION

1. COST OF (1500) INDIVIDUAL NEW CERAMIC TILES

\$ _____

TILE MANUFACTURER

WARRANTY

2. COST TO INSTALL NECESSARY QUANTITY OF TILE TO COVER AREA DESIGNATED IN DRAWING PER INDUSTRY STANDARDS FOR ADHESION OVER TERRAZZO, AND CONCRETE SLAB.

\$ _____

3. COST TO FURNISH ALL LABOR FOR REMOVAL PREP AND INSTALL NEW COVE BASE OF SAME COLOR REMOVED AFTER TILE COMPLETION.

\$ _____

TOTAL "TURN KEY" COST FOR PROJECT

\$ _____

ESTIMATED COMPLETION DATE AFTER ARO

Disclose warranty information: _____

Town of Smyrna

FIRE STATION #3 DRAWING

