



Hartsdale Fire District
300 West Hartsdale Ave
Hartsdale, NY 10530
Phone (914) 949-2325 | Fax (914) 949-7629

Request for Proposal – Concrete Floor Refinishing

The Hartsdale Fire District (Fire District) requests proposals from qualified vendors for the following work at the Fire Station located at 25 South Central Avenue, Hartsdale, NY.

Concrete Flooring and Repairs

Please see the following assembly guidelines regarding the products for the above referenced address:

Prepare the concrete floors and vertical portions of the concrete to be coated by shot blasting horizontal surfaces and grinding vertical areas. Concrete should have a CSP 3, concrete surface profile, per ICRI guidelines. Make sure all oil, dirt, grease, line stripping paint and any other bond inhibiting material is removed from the floor. Heavily oil stained areas may require an additional cleaning with trisodium phosphate. Apply the appropriate Traffic System Coating and details as follows:

Coating System:

- Sikaflex IA- sealant to be used as a cove sealant at all 90 degree angles, cracks, joints and details.
- Prime Coat-Sikalastic Primer@ 250 sf/gal, fast cure single component urethane primer.
- Detail Coat Sikalastic 720 Base, 6" strip over all details, joints, cracks, and details
- Base Coat- Sikalastic 720 @ 70 sf/gal, two-component fast cure urethane, over entire area.
- Intermediate Coat- Sikagard 664@ 90 sf/gal, broadcast into this coat oven dried metallic. (Aggregate Optional) Free aggregate allow to cure and clean all excess sand. Cost of the optional aggregate to be bid as an Add Alternate.
- Top Coat - Sikagard 664@ 80-100 sf/gal, as a lock coat over the aggregate.

Top coat colors and floor striping are depicted in the attached floor diagram. Final layout and colors

EQUIVALENCY

The mention in the specifications of apparatus, equipment or material by brand name or by such specified description of same as thereby made, is intended to convey the desire of excellence required. Any article, equipment or material which will conform to the standards of excellence so established and is of equal merit, strength, durability and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering will be judged by the Board of Fire Commissioners as to their conformance with these specifications. Their decision will be final. Any material offered as a substitute must be noted.

TIME FOR PERFORMANCE

The successful bidder must complete the work within a commercially reasonable period after receipt of notification to proceed from the District. Notwithstanding same, upon commencement, successful bidder will diligently continue work without delays and with sufficient manpower to complete the work in the shortest possible time, consistent with good workmanlike practices.

ADDITIONAL TERMS

See attached specifications and information for bidders for additional terms

INDEMNIFICATION/HOLD HARMLESS

Prior to commencement of any work, the successful bidder shall complete the attached indemnification /hold harmless document.

INSURANCE

Upon award of contract, the successful bidder will be required to provide a certificate of liability insurance in form acceptable to the Fire District

PREVAILING WAGE

In the event the successful bidder intends to employ hired workers, the prevailing wage and other requirements of the Labor Law must be met for this public works project. Prevailing wage rate schedules for each trade are available on the NYS Department of Labor website.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, by acceptance of this Contract, Contractor _____ agrees to indemnify and hold the Hartsdale Fire District harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
2. is caused in whole or in part by any negligent act or omission of the contractor, any of its subcontractors, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable.

In addition, and to the fullest extent permitted by law, by acceptance of this Contract, Contractor _____ agrees to indemnify and hold the Hartsdale Fire District harmless from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense is for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the Hartsdale Fire District, whether or not the Contractor _____ is partially negligent.

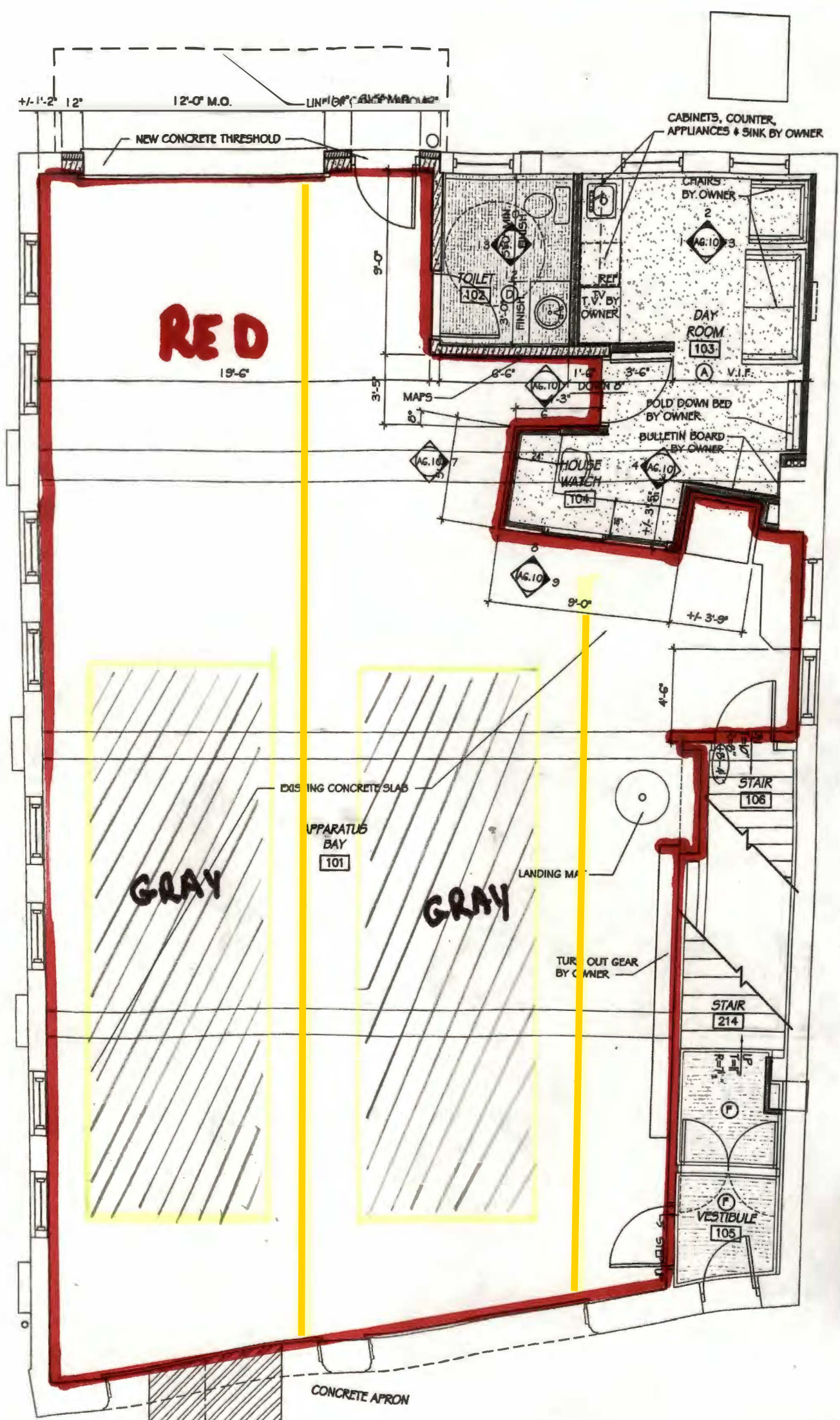
Further, to the fullest extent permitted by law, the Contractor _____ agrees to indemnify and hold the Hartsdale Fire District harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or in connection with the work provided that any such claim, damage, loss or expense is based upon or imposed under any obligation of the Hartsdale Fire District under the Labor Law.

(Contractor)

By: _____

Notary Signature Block:

Sworn to before me this _____ day of _____, 2023



① **FIRST FLOOR FINISHED PLAN**
 $1/4" = 1'-0"$

Hartsdale Fire District

Information for Vendors - Public Works Projects Under \$35,000

1. Written quotations are required.
2. Before submitting a quotation, the bidder shall carefully examine the specifications, visit the site of the work, fully inform itself of the existing conditions under which he shall be required to operate in performing its part of the work or that shall in any way affect the work under its contract, and shall include in the proposal a sum to cover the cost of all items included in the contract. No allowances will be made subsequent to the signing of the contract in behalf of the contractor, for any error or negligence on his part.
3. Quotations shall be addressed to the Hartsdale Fire District ("Fire District") and shall be delivered to the "Fire District", marked with the title of the requested project.
4. Should a bidder find discrepancies in or omissions from the drawings or documents, or should he be in doubt as to their meaning, he should note same in his quotation. The "Fire District" shall not be responsible for any oral instructions.
5. Acceptance of a quotation shall be a notice in writing.
6. Insurance - The successful bidder shall procure and maintain at his own expense, and without expense to the "Fire District", until final acceptance by the "Fire District" of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, in insurance companies authorized to do such business in the State in which the project is to be performed, covering all operations under the contract, whether performed by it or by its subcontractors. Before commencing the work the contractor shall furnish to the "Fire District" a certified copy of the original policy and a certificate or certificates of insurance in form satisfactory to the "Fire District" showing that he has complied with this paragraph, which certificate or certificates shall provide, that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the "Fire District" and that the Hartsdale Fire District is named as an additional insured under the policies. The contractor's insurance policies shall be primary as to any insurance held by the Fire District. The contractor's insurance policies shall not contain any provision that they are excess over the Fire District's insurance policies or that they are concurrent or coinsurance with the Fire District's or Fire

Company's policies. The contractor's insurance policy shall cover all the work performed by its subcontractors, if any. The contractor and its subcontractors, if any shall provide Workers' Compensation Insurance for their employees. A copy of said policy shall be furnished to the "Fire District" before work commences.

Minimum Policies Required:

A. Workers' Compensation Insurance: A policy covering the obligations of the contractor in accordance with the provisions of the New York State Workers' Compensation Law covering all operations under the contract, whether performed by it or its subcontractors. The contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of the said contract, such employees in compliance with the provisions of the Workers' Compensation Law.

B. Bodily Injury and Property Damage Liability Insurance: Unless otherwise specifically required by special specifications, each policy with limits of not less than \$1,000,000 combined limits bodily injury and property damage. 1. Comprehensive General Liability Insurance: Covering the liability of the contractor imposed by law for bodily injury or property damage with respect to all work performed by him under this contract, including: a. Broad form contractual liability coverage. b. Any exclusions pertaining to underground property damage shall be deleted. 2. Owners' Protective Liability Insurance: Issued to and covering the liability for damages imposed by law upon the owner with respect to all operations under this contract by the contractor or by its subcontractors including omissions and supervisory acts of the "Fire District" and of the agents and employees of the insured. Limits for this shall be \$1,000,000 combined limit, bodily injury and property damage. 3. Contractors' Automobile Bodily Injury and Property Damage Liability Insurance: including: a. Coverage of owned, hired, and non-owned vehicles. The contractor shall procure and shall maintain during the life of this contract, automobile bodily injury liability insurance and automobile property damage liability insurance in the combined limit of \$1,000,000.

8. Any bidder whose proposal shall be accepted shall be required to execute the contract within ten (10)

days after notice that the contract has been awarded to him, and shall be required to sign a Contract between "Fire District" and the contractor and to furnish to the "Fire District" before the contract is effective and before the commencement of any work, certificates of insurance as indicated above.

9. Work must be started no later than ten (10) days after the "Fire District's" directive and the contractor must diligently continue work without unnecessary delays and with sufficient manpower to complete the work within a commercially reasonable time period.

10. Requirements of Successful Bidder:

The contractor, at all times, shall keep the premises free from the accumulation of waste materials or rubbish caused by his operations. At the completion of the work during each day, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, unless otherwise agreed.

The contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. These shall include, but not be limited to, OSHA, New York State Department of Labor and "Protection and Safety Work" of Committee on Accident Prevention, New York Building Trades Association insofar as provision of any article or articles is applicable to work, same as if written herein in full.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the "Fire District" and users of adjacent utilities.

When work contemplated by the contract is complete, the contractor shall submit a payment requisition with certified payroll, W-9 and voucher for the "Contract Amount." Upon the Fire District's acceptance of the satisfactorily completed work and provided there are no outstanding claims, liens or judgments against the contractor, the "Fire District" shall pay the Contract Amount within 30 days after Fire District's approval of contractor's payment requisition at a regularly scheduled meeting of the Hartsdale Fire District.

The contractor shall submit to the "Fire District" prior to receipt of final payment all such proofs and/or

affidavits as may be required by the attorney for the "Fire District" to save the "Fire District" harmless against claims, liens or judgments against the contractor as may pertain to or effect this project.

This may include lien waivers from the contractor, his subcontractors, if any and suppliers.

Anything contained in any of the contract documents to the contrary notwithstanding, no dispute of any kind arising out of this contract or this work shall be arbitrated or arbitrable.

All provisions of the Labor Law of the State of New York, along with such provisions of the Industrial Code and State regulations shall be complied with and the contractor agrees to indemnify and hold the "Fire District" harmless from and against all damage, claims or injury arising out of or in connection with the contractor's or his subcontractors' failure to so comply in any and all phases of the work.

11. The site of the work is 25 South Central Avenue, Hartsdale, New York. Contractor will file any required paperwork with the applicable building department and pay all fees, Owner shall reasonably cooperate with the contractor with respect to the filing of any required paperwork.

12. Contract between "Fire District" and contractor to include the following Indemnification and Hold Harmless.

To the fullest extent permitted by law, by acceptance of this Contract, contractor agrees to indemnify and hold the Hartsdale Fire District harmless from and against all claims, damages, losses and expenses including but not limited to, attorney's fees arising out of or in connection with the work provided that any such claim, damage, loss or expense: a. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and b. is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

Further, to the fullest extent permitted by law, by acceptance of this contract, the contractor agrees to indemnify and hold the Hartsdale Fire District harmless from and against all claims, damages, losses and expenses including but not limited to, attorney's fees, arising out of or in connection with the work provided that any such claim, damage, loss or

expense is based upon or imposed under any obligation of the Hartsdale Fire District under the Labor Law.

13. Contractor shall be liable for any theft or vandalism to his work or delivered materials until acceptance of his work.

14. If there is a conflict in the bidding documents related to items specified or required for contractor to complete his work, the item of greater value shall prevail and shall be included in the contractor's bid.

15. Contractor will contain all tools, supplies, equipment and vehicles to owner's property.

16. Contractor shall remove all debris daily and provide all cleaning work necessary for end result of project ready for use without need for separate cleaning services.

17. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents.

18. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the work and other persons who may be affected thereby and the work and materials and equipment to be incorporated therein.

19. In the event the contractor intends to employ hired workers, the prevailing wage and other requirements of the labor law must be met.