

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

Portsmouth Library Nana Wall System

Bid Proposal #03-12

John P. Bohenko, City Manager

City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth Department of Public Works
680 Peverly Hill Road
Portsmouth, NH

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City of Portsmouth, New Hampshire

**Portsmouth Library Nana Wall System
Bid Proposal #03-12**

INVITATION TO BID

Sealed bid proposals, **plainly marked, 2011 Portsmouth Library Nana Wall System Project**, Bid Proposal #03-12 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **10:00 a.m., August 9, 2011**; at which time all bids will be publicly opened and read aloud. A mandatory pre-bid meeting will be held **August 1, 2011 @ 2:00 p.m.**, at the Portsmouth Public Library, 175 Parrott Avenue, Portsmouth, NH.

This project consists of installation of a collapsible glass wall system by Nana Wall at the entrance to the Portsmouth Library in Portsmouth, NH. Specifically, the work entails the installation of a glass panel system, a structural header with cladding, top and bottom guide tracks, and relocation of exterior electrical lights.

Specifications may be obtained from the City's web site: www.cityofportsmouth.com. Questions may be addressed to Purchasing Coordinator/Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading.

Work may begin in accordance with the Notice to Proceed with work completed within 120 days once commenced. Liquidated damages shall be assessed at \$100.00 per day.

Bidders must determine the quantities of work required and the conditions under which the work will be performed.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders and Addenda

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

7. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the Invitation to Bid. All sureties shall be made payable to the "City of Portsmouth". If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may rejected the bid.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Unqualified to complete the work as demonstrated by previous project experience and reference checks;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts;
- Failure to be licensed by the State of New Hampshire to work on elevators; or
- Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Determination of the lowest bidder will be based on the total bid price for the work described on the bid proposal form.

Contract award is dependent upon available funds.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bond

At the time of the execution of the contract, the successful bidder shall furnish:

- Labor and materials payment bond in the sum equal to 100 percent of the contract amount.

At the time of project completion, the Owner may, in its sole discretion, permit the Contractor to substitute a maintenance bond in lieu of holding retainage for the entire guaranty period. If a bond is furnished it shall meet the following criteria:

- The bond shall be in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

6. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

7. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

Portsmouth Library Nana Wall System

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein;
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid;
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Portsmouth Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices; and
6. It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.

PROPOSAL FORM (continued)

ITEM #	EST. QTY.	ITEM DESCRIPTION & LUMP SUM PRICE IN WORDS	PRICE IN FIGURES
1	Allowance	Predetermined cost of Nana Wall system as specified in Attachment C (Quote #158422)	\$10,463.00
1	LS	Cost for Certified Nana Wall Installer, Peter O'Brien, to install system.	_____
1	LS	Cost to complete all remaining aspects of the Portsmouth Library Nana Wall System project	_____
TOTAL			_____

Basis of award will be based on the total bid price.

Contract award contingent upon available funding.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date

Company

By: _____
Signature

Business Address

Title: _____

City, State, Zip Code

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

By: _____
Signature

BID SECURITY BOND

(This format provided for convenience, actual Bid Bond is acceptable in lieu of, if compatible.)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

as liquidated damages for payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the

_____ A CERTAIN Bid attached hereto and hereby made a part hereof to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and or "CONTRACT", for

NOW THEREFORE,

- (a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment for labor and materials furnished for the performance of the AGREEMENT and or CONTRACT,

then this obligation shall be void , otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

BID SECURITY BOND (continued)

The Surety, for value received, hereby agrees that the obligation of said surety and its bond shall be in no way impaired or affected by any extensions of the time within such BID may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed

this bond on the _____ day of _____, 20__.

L.S.
(Name of Principal)

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Note: This is a required submittal, fill out completely.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so, where and why?
10. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the _____ Contract Documents?
____ (no) ____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.
15. List the names, locations and contact information for previous elevator installations or renovations.
16. List the names of relevant projects from above which had steel framing and/or window installation components.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

- 17. List any subcontractors whom you will use for the following (unless this work is to be done by your own organization, if so please state).
 - a. Steel _____
 - b. Nana Wall Installer Peter O'Brien (preapproved installer to be used)
 - d. Electrical _____

(The City reserves the right to approve subcontractors for this project)

- 18. With what banks do you do business?
 - a. Do you grant the Owner permission to contact this/these institutions?
 ____ (yes) ____ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Portsmouth Library Nana Wall

THIS AGREEMENT made as of the ____th day of _____ in the year **2011**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Director of Public Works or his authorized representative will act as Engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - Work will begin in accordance with the Notice to Proceed and work shall be completed within 120 days.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - RETAINAGE - To insure the proper performance of this Contract, the Owner shall retain certain amounts in the percentage of the Contract Price and for the time specified as provided in the Contract Documents.

ARTICLE VII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **one hundred dollars (\$100)** for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

CONTRACT AGREEMENT (continued)

ARTICLE VIII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor’s Bid and Bonds
- 8.3 Notice of Intent to Award, Notice to Proceed
- 8.4 Instruction to Bidders
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- 8.6 Insurance Requirements
- 8.7 Standard and Technical Specifications
- 8.8 Drawings
- 8.9 Special Provisions
- 8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor’s negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this
AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____

John P. Bohenko

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

**Portsmouth Library Nana Wall System
Bid Proposal #03-12**

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **Portsmouth Library Nana Wall System**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED, ON _____

WORK SHALL BE COMPLETED PRIOR TO _____.

CITY OF PORTSMOUTH, N.H.

BY: _____
Steven F. Parkinson, PE

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order # 1

Date of Issuance:

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this Change Order:
\$

Contract Time prior to this Change Order:

Net Increase of this Change Order:
\$

Net Increase or Decrease of this Change Order:

Contract Price with all approved Change Orders:
\$

Contract Time with all approved Change Orders:

RECOMMENDED:

APPROVED:

APPROVED:

by _____ by _____ by _____ by _____

CD Director

City Finance

City Manager

Contractor

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of

_____ and authorized to do business in the State of New Hampshire hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of _____ Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a

contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801 and the Community Development, 1 Junkins Avenue, Portsmouth, NH 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include but not be limited to that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be

LABOR AND MATERIAL PAYMENT BOND (continued)

justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20____. In the presence of:

(Witness) BY: _____
(Principal) (Seal)

(Surety Company)

(Witness) BY: _____
(Title) (Seal)

LABOR AND MATERIAL PAYMENT BOND (continued)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

MAINTENANCE BOND

At the Owner's election, a maintenance bond may be substituted for retainage at the completion of the project. If the Owner permits a maintenance bond, it shall be in the amount of Twenty **Percent (20%)** of the contract price with a corporate surety approved by the Owner. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Portsmouth Library Nana Wall System**

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

_____ (Contractor) of _____, County of _____ and State of _____

does hereby acknowledge that _____ (Contractor)

has on this day had, and received from the CITY OF PORTSMOUTH NEW HAMPSHIRE, final and completed payment for the Construction of:

Portsmouth Library Nana Wall System

NOW THEREFORE, the said _____

(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge the City of Portsmouth, New Hampshire, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manners of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law of equity, or otherwise, against the City of Portsmouth, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of these presents.

IN WITNESS WHEREOF,

Contractor:

print name of witness: _____

By: _____
Its Duly Authorized _____

Dated: _____

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) **Builder's Risk in the amount of the contract price.**

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Unless specifically excepted in the Bid or Technical Specifications, incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Daily clean up after job
- b. Signs & Barricades; Safe work area
- c. Mobilization/Demobilization
- d. Restoration of property
- e. Cooperation with other contractors, consultants, and utility companies.
- f. Steel and/or wood sheeting as required.
- g. Accessories and fasteners or components required to make items paid for under lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead & profit). Costs shall be substantiated by invoices and certified payroll. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary utility connections, temporary structures, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.
2. Plans and/or Shop Drawings will govern Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the Engineer and Architect and to their satisfaction. The Engineer or Architect will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(d) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, vegetation, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

CONTROL OF WORK (continued)

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for this project, and for the operation of equipment in, or on, all city streets and public ways associated with this project.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of Building Occupants and the public. Work Areas shall be protected by effective barricades and signage. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work due to lack of adequate controlling devices.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

TEMPORARY FACILITIES

1. STORAGE FACILITIES

(a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in an approved location.

(b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.

(c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

2. SANITARY FACILITIES

(a) The Owner shall provide the Contractor with reasonable access to toilet facilities for the use of the workers employed on the work.

3. WATER FACILITIES

The Owner shall provide the Contractor with reasonable access to water facilities for construction operations.

4. TEMPORARY ELECTRICITY

The Owner shall provide the Contractor with reasonable access to electrical power necessary for construction operation at the site.

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.
- (c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.
- (d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.
- (e) In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure by the cross-section method, acceptable methods involving three-dimensional measurement may be used. When measurement of borrow in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.
- (f) In computing volumes of concrete, stone and masonry, the prismatic method will be used. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois.
- (g) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.
- (h) Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the state, when requested by the Contractor and approved. Out-of-state weighing in order to be approved, must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.
- (i) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.
- (j) When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date; the project; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.
- (k) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.

MEASUREMENT AND PAYMENT (continued)

(l) Bituminous materials will be measured by the gallon or ton.

(m) When material is specified to be measured by the cubic yard but measurement by weight is approved, such material may be weighed and the weight converted to cubic yards for payment purposes. Necessary conversion factors will be determined by the Owner.

(n) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(o) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(p) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part.

3. PAYMENT PROCEDURES

Submit Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

4. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

MEASUREMENT AND PAYMENT (continued)

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

5. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period. From the total amount ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance.

6. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Owner or City Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Owner or City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the City Engineer's inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

7. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equal to ten percent (10%) of the whole will be deducted and retained by the Owner for the guaranty period. This retainage may be waived, at the discretion of the City, provided the required Maintenance Bond has been posted. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

8. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months

MEASUREMENT AND PAYMENT (continued)

from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

(c) At completion of project, Contractor to provide to Owner, written guarantee of two (2) years Workmanship warranty; and two (2) years Manufacturer's warranty.

9. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner, Engineer, and Architect will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

10. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 8 above.

SHOP DRAWINGS

Shop Drawings for this project shall be submitted under the following conditions:

1. The Contractor shall submit working and detail drawings, well in advance of the work, to the Engineer and Architect for review.
2. The Contractor's drawings shall consist of shop detail, erection and other working plans showing dimensions, sizes and quality of material, details and other information necessary for the complete fabrication and erection of the pertinent work.
3. The Contractor shall submit three (3) sets of drawings to the Engineer and Architect.
4. Prior to the approval of the drawings, any work done or materials ordered for the work involved shall be at the Contractor's risk.
5. One (1) set of the drawings will be returned to the Contractor approved or marked with corrections to be made. After approval has been given, the Contractor shall supply the Engineer and Architect with two sets of the revised detail working drawings.
6. The Engineer's and Architect's approval of the Contractor's working drawings will not relieve the Contractor from responsibility for errors in dimensions or for incorrect fabrication processes, or from responsibility to complete the contract work.

- - - END OF SECTION - - -

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: Portsmouth Library Nana Wall System
175 Parrott Avenue
Portsmouth, NH 03801

- B. Owner: City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

- C. Architect: Thomas Amsler, Architect AIA
29 Nonantum Road
Marblehead, MA 01945

- D. Certified Nana Wall Installer: Peter O'Brien
842 Gilsum Mine Road
Alstead, NH 03602

- E. Nana Wall Local Representative: Bill and Beverly Gere
Specifier Services, Inc.
17 Patten Road
Beford, NH 03110

- F. The Work consists of the installation of a steel structural header with finish cladding, to support the top track of the glass panel wall system. A recessed track will be installed in the brick pavement walkway, to act as a guide for the glass panel wall system. Minor carpentry will be required to place wood blocking, which acts as structural framing of the Nana wall system. Measurements of the framing will be a critical part of ordering the glass wall system, and should be coordinated with the certified installer. Electrical work to relocate the existing light fixtures will be required as well.

- G. Contractor to remove and dispose of all parts, materials, equipment as a result of the project, and dispose of them in a legal, regulated manner.

- H. Contractor is responsible for obtaining all permits required for project.

- I. Work performed must meet all local & state building codes and requirements.

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of building and construction area indicated.

1. Owner will occupy premises during construction. Perform construction only during normal working hours (7 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.
 2. The main entryway to the Library must be kept fully accessible, and uninhibited. The Contractor is responsible for any necessary signage and barricades, with the approval of the Owner, to facilitate access of Library visitors.
 3. Provide temporary barricades, signs, and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 4. All work shall create minimal disruptions, if any, to city employees working or Library visitors in the building during time of construction.
 5. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
 6. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
 7. Protect glass, walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions where necessary. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Contractor to use exterior access panels to gain access above plaster ceiling, during construction. Adequate support both above and below plaster ceiling, must be installed to prevent any damage to existing building components. Contractor must review and get approval of planned support system with Owner and Architect prior to entering access way.
- 1.3 WORK IN OTHER DIVISIONS AND BY OTHER CONTRACTORS
- A. Contractor to coordinate and contract the installation of Nana Wall System with the Certified Nana Wall Installer, Peter O'Brien.
- B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discovered.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1- GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Conduct preconstruction meeting onsite, prior to commencement of Project.
- B. Schedule and conduct progress meetings with Owner at Project site as needed, or as requested by Owner or Architect.

1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
 - 2. Identify deviations from the Contract Documents.
 - 3. Submit three (3) copies of each submittal.
- B. Include the following information on each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
- C. Owner and/or Architect will review each action submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.
- D. Construction Schedule Submittal Procedure:
 - 1. Submit schedule within 10 days after date established for Commencement of the Work. Distribute copies to Owner and parties required to comply with dates.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable choices and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, & installation instructions, indicating compliance with specified standards and requirements.
 - 2. Notation of coordination requirements.
 - 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- B. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.

2.2 INFORMATION SUBMITTALS

- A. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

END OF SECTION 013000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Comparable Product Requests:
 - 1. Submit 3 copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
 - 2. Identify product to be replaced and show compliance with requirements for comparable product requests.
 - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
 - 4. The use of comparable products may not extend, nor allow for extension, of Contract Time.
 - 5. Excludes Nana Wall glass wall system. No comparable, or substitute products will be allowed for the Nana Wall glass wall system.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

- B. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
 - 1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Operation and Maintenance Data: Submit 3 copies of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:
 - 1. Manufacturer's operation and maintenance documentation.
 - 2. Maintenance and service schedules.
 - 3. Maintenance service contracts.
 - 4. Copies of warranties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
- C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of the Engineer and Architect.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
- B. Clean Project site and work areas daily, including common areas.

3.4 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep floors broom clean.
 - 4. Vacuum carpeted surfaces.
 - 5. Clean light fixtures, lamps, globes, and reflectors.
 - 6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, maintenance service agreements, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services. Include occupancy permits, operating certificates, and similar releases.
 - 5. Submit Record Drawings, operation and maintenance manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items.
 - 7. Deliver any keys to Owner.
 - 8. Complete testing of systems.
 - 9. Remove temporary facilities and controls.
 - 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 11. Complete final cleaning requirements, including touchup painting.

12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer and Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Engineer and Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- C. Request inspection for Final Completion, once the following are complete:
 1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. Submit a written request for final inspection for acceptance. On receipt of request, Engineer and Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Engineer and Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

3.6 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
 1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 017000

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Shop Drawings.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL

- A. W-Shapes: ASTM A 992/A 992M
- B. Plate and Bar: ASTM A 36/A 36M

2.2 ACCESSORIES

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
- B. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer.

2.3 FABRICATION

- A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and its "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design."
- B. Shop Priming: Prepare surfaces according to SSPC-SP 2, "Hand Tool Cleaning" or SSPC-SP 3, "Power Tool Cleaning." Shop prime steel to a dry film thickness of at least 1.5 mils. Do not prime surfaces to be embedded in concrete or mortar or to be field welded.

PART 3 - EXECUTION

3.1 ERECTION & INSTALLATION

- A. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

- B. Do not use thermal cutting during erection unless approved by Architect.
- C. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified in Contract Drawings.
- D. Weld Connections: Comply with AWS D1.1/D1.1M for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
- E. Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack.

END OF SECTION 051200

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Model code evaluation reports for treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.

2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPA C2

- 1. Use treatment containing no arsenic or chromium.
- 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

- B. Provide preservative-treated materials for items indicated on Contract Documents, and the following:

- 1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
- 2. Concealed members in contact with masonry, concrete, or steel.

2.3 FASTENERS

- A. Fasteners: Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners Type 304 stainless steel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set miscellaneous rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach miscellaneous rough carpentry to substrates, complying with the Contract Documents.

END OF SECTION 061053

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 CONDUCTORS AND CABLES

A. Conductors:

1. Conductors, No. 10 AWG and Smaller: Solid or stranded copper.
2. Conductors, Larger Than No. 10 AWG: Stranded copper.
3. Insulation: Thermoplastic, rated at 75 deg C minimum.
4. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

1.2 SUPPORT AND ANCHORAGE COMPONENTS

- A. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed under this Project.
- B. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and fittings.

1.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 2 - EXECUTION

2.1 GENERAL ELECTRICAL EQUIPMENT INSTALLATION REQUIREMENTS

- A. Install electrical equipment to provide for ease of disconnecting the equipment with minimum interference to other installations.
- B. Install sleeve and sleeve seals of type and number required for sealing electrical service penetrations of exterior walls.

2.2 INSTALLATION OF HANGERS AND SUPPORTS

- A. Fasten hangers and supports securely in place, with provisions for thermal and structural movement. Install with concealed fasteners unless otherwise indicated.

- B. Separate dissimilar metals and metal products from contact with wood or cementitious materials, by painting each metal surface in area of contact with a bituminous coating or by other permanent separation.
- C. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

2.3 SLEEVE AND SLEEVE SEALS INSTALLATION

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used.
- B. Seal space outside of sleeves with grout for penetrations of concrete and masonry.

END OF SECTION 260500

Portsmouth Public Library
175 Parrott Avenue
Portsmouth NH 03801

April 26, 2011
4 pages

Narrative and Outline Specifications for:
Construction of "Wind Break" at the Porch in Front of the Main Library Entrance.

Library Director: Ms Mary Ann List
Library Main Tel: 603 427 1540

Prepared by: Thomas Amsler, Architect AIA
29 Nonantum Road
Marblehead, MA 01945
T/F 781-639-0313
e-mail: tomamsler@gmail.com

for: City of Portsmouth
Contact: Richard Dolce
T 603 766 1413
F 603 427-1539
E-mail: rsdolce@cityofportsmouth.com

General scope of work:

1. Furnish and install a new structural header with finish cladding between columns {brick piers} K/6 and K/7. This header will serve as a future sign band with new signage attached to it. (Actual signage is not part of this work).
2. Attached to the header will be the top track of a new top supported all glass panel system, and a recessed track at the bottom {existing brick pavement} is to be installed as guide track for the panel system.
3. The glass panel system furnished and installed as part of the work consists of individually moveable glass panels hung from the top and guided at the bottom. Panels will form a continuous glass screen during inclement weather or they can be stacked at the sides of each brick pier
4. Related work consists of minor electrical work {removing 2 existing light fixtures}, some brick and concrete work {at recessed track}, minor carpentry (jambs, left and right and wood blocking at steel header}, sealants, painting of jambs, and similar minor work making the installations of header and glass panel systems complete.

General work sequence and schedule:

Important: because the glass panel system is a high quality, precision product manufactured in Germany {"Nanawall"} that needs to be installed perfectly level and plumb, the system cannot be ordered until after the header is installed and the exact finish elevation of sill track is determined.

For pricing purposes only, the clear opening between wood jambs, header wood blocking and bottom brick surface/top of sill track is:

Clear height, assume 8'-6",

Clear width, assume 18'-8".

Confirm actual dimensions before placing order for glass system {see sequencing below}.

The schedule below sets the start date as a Monday {with contract signed} and subsequent dates expressed as number of work weeks after the start date.

1. Start Day, Monday, xx/xx/2011

2. Week 1: Take necessary field dimensions for header, jambs, sill etc. and prepare shop drawing for header and submit to Architect/City for approval.

3. Week 2/3: Manufacture steel header {less cladding}

4. Week 4: Block off work area, install temporary signage directing library patrons to use meeting room entrance as temporary "main" entrance. Remove 2 light fixtures and keep stored. Install Steel header with attached wood blocking. Install wood jambs at brick piers and pre cast pier bases.

Remove brick, pre cast pavers and sand/stone to structural slab below for approx. 8" to either side of future sill track location. Store paver materials for re-use. Establish final grade for future recessed sill track so as to be flush with final pavement.

Now have certified Nanawal installer verify with general contractor exact clear opening for Nanawall with system required installation clearances and shim space and **place order**.

Note regarding order of Nannawall:

To avoid having the area at the main entrance blocked off without any activity as described in par. 5 below, it would make sense to order the "Nana" sill track at the outset of the project for installation in week 4. The type track is known and the length can easily be determined at the start between pre cast pier bases}.

This would also require finishing the brick/pre cast pavers next to the sill track, so that the straight approach to the library entrance is available without barricades during weeks 5-10.

At the arrival of the glass panels, barricades would be used again.

5. Week 5-10 : while waiting for Nanawall panel system to arrive, prepare and submit shop drawings of cladding for both sides of steel header. Submit for approval and install.

Seal any open spaces between piers and jambs and paint jambs grey, closely matching color of existing lobby window framing. Seal around header end plates next to brick surfaces with gray sealant.

6. Week 11,12: Install Nanawall {by factory certified installer}. Attach top track to header, set bottom guide track to predetermined elevation, perfectly level set on appropriate shims. After this track is level in place set and encase all in concrete in such a way that brick and pre cast pavers can be reinstalled butting up to the track, level with the track. Install all glass panels and jamb extrusions and perform necessary tests for proper functioning of all panels.
Instruct owner of system functions and maintenance.

7. At the end of week 12, turn over system to city including operating manuals and any other pertinent systems information in duplicates. Provide warranty. Remove all debris, barricades temporary signs etc. and clean work area.

Drawings describing the work included:

Drawing no. 1 of 2, dated April 30, 2011	Structural steel header elevation, plan
Drawing no. 2 of 2, dated April 30, 2011	Structural header details
Drawing no. 1 of 5, dated April 26, 2011	Plan, elevation, section (wind break)
Drawing no. 2 of 5, dated April 26, 2011	Elevation reflected ceiling plan {wind break}
Drawing no. 3 of 5, dated April 26, 2011	Enlarged plan {wind break}
Drawing no. 4 of 5, dated April 26, 2011	For reference, existing pre cast panels
Drawing no. 5 of 5, dated April 26, 2011	Windbreak header/ sill track details.

Technical information

Structural header, as per drawing 1 of 1.

Cladding to be formed in 3 equal sections {see elevation} from .0125 aluminum alloy 3003 H-14 or similar. Panels shall be true level face and formed in section as shown. Attach with semi-concealed stainless screws {counter sunk} to wood blocking. Vertical joints between panels shall be interlocked {slip joint} so as to form a smooth and flush transition, allowing expansion and contraction.

Finish of panels shall be factory finished, matching closely in quality and {dove gray} color to the existing lobby window system which is Kawneer {brand}, Interpon D2000 finish, certified to meet AAMA 2604.

Nanawall shall be System SL25-XXL, having 8 individual glass panels stackable 4 left and 4 right. Overall preliminary dimensions as shown above. Graphic sign bands and graphics shown in drawings are by others and are not included here.

For information only, an earlier quote and description of proposed Nanawall is attached here to.

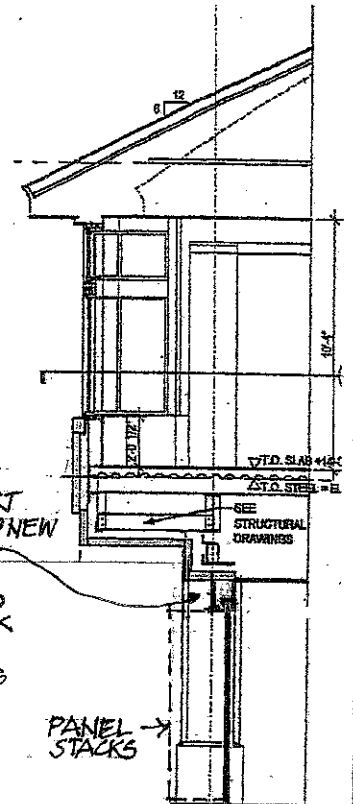
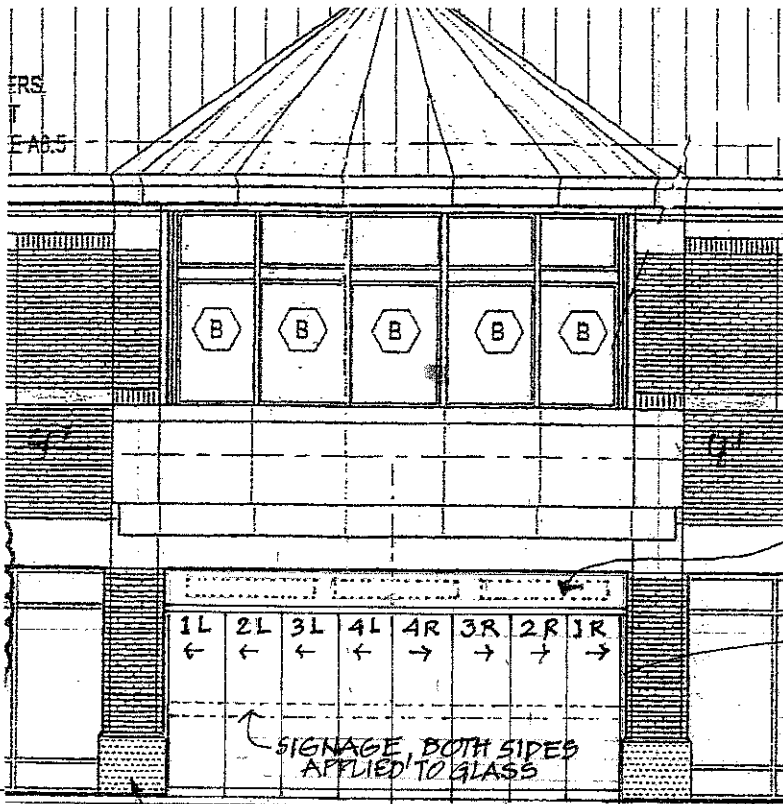
Nanawall manufacturer and Importer:	Nana Wall Systems, Inc. 707 Redwood Highway Mill Valley, CA 94941 Tel. 800-873-5673
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Nanawall is represented by:

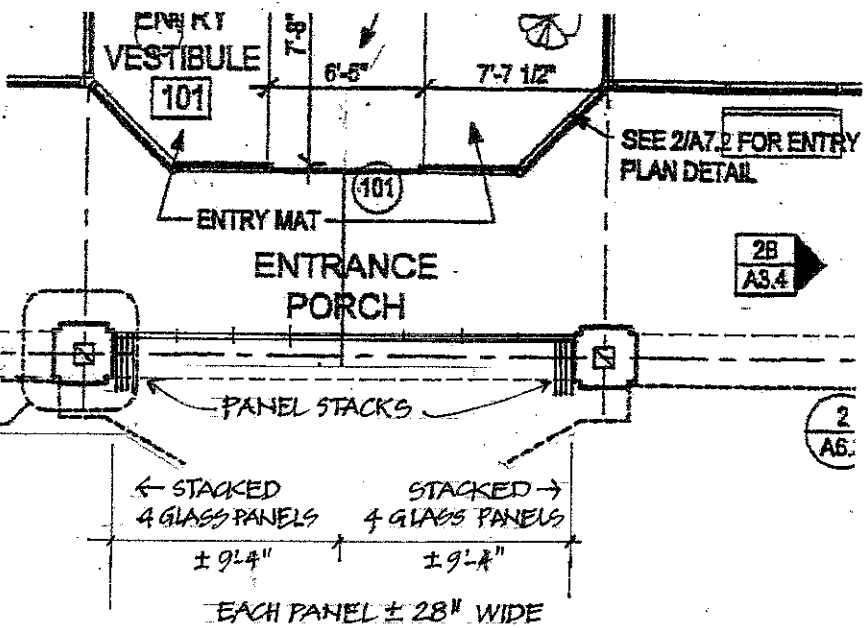
Bill and Beverly Gere
Specifier Services, Inc.
17 Patten Road, Bedford, NH
Tel. 603-669-1329

Certified Nanawall Installer:

Peter O'Brien
842 Gilsum Mine Road
Alstead, NH 03602
Tel. 603-313-5758



D SECTION
SCALE 1/4" = 1'-0"



Thomas Ansler
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tomansler@gmail.com

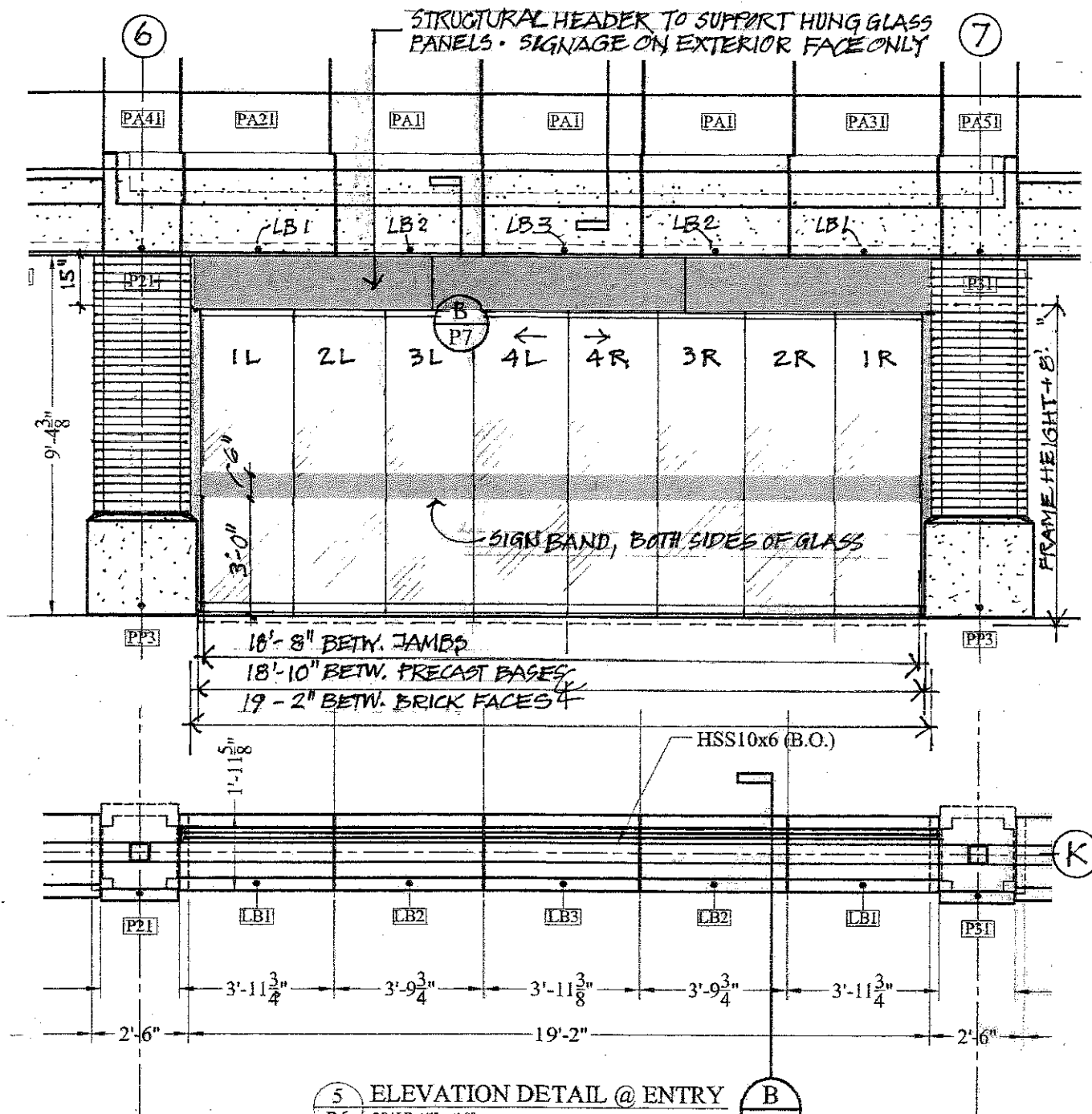
Portsmouth Public Library

PLAN, ELEVATION, SECTION
GLASS WIND BREAK

Scale: 1/8" = 1'-0"
Drawn By: TA
Issue Date: 04-26-11
Project No.: TA0710

1 OF 5

1



INFORMATION FROM PRECAST SHOP DRAWINGS



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Portsmouth Public Library

ELEVATION, REFL. CEIL. PLAN
GLASS WIND BREAK

Scale: 1/4" = 1'-0"

Drawn By: ITA

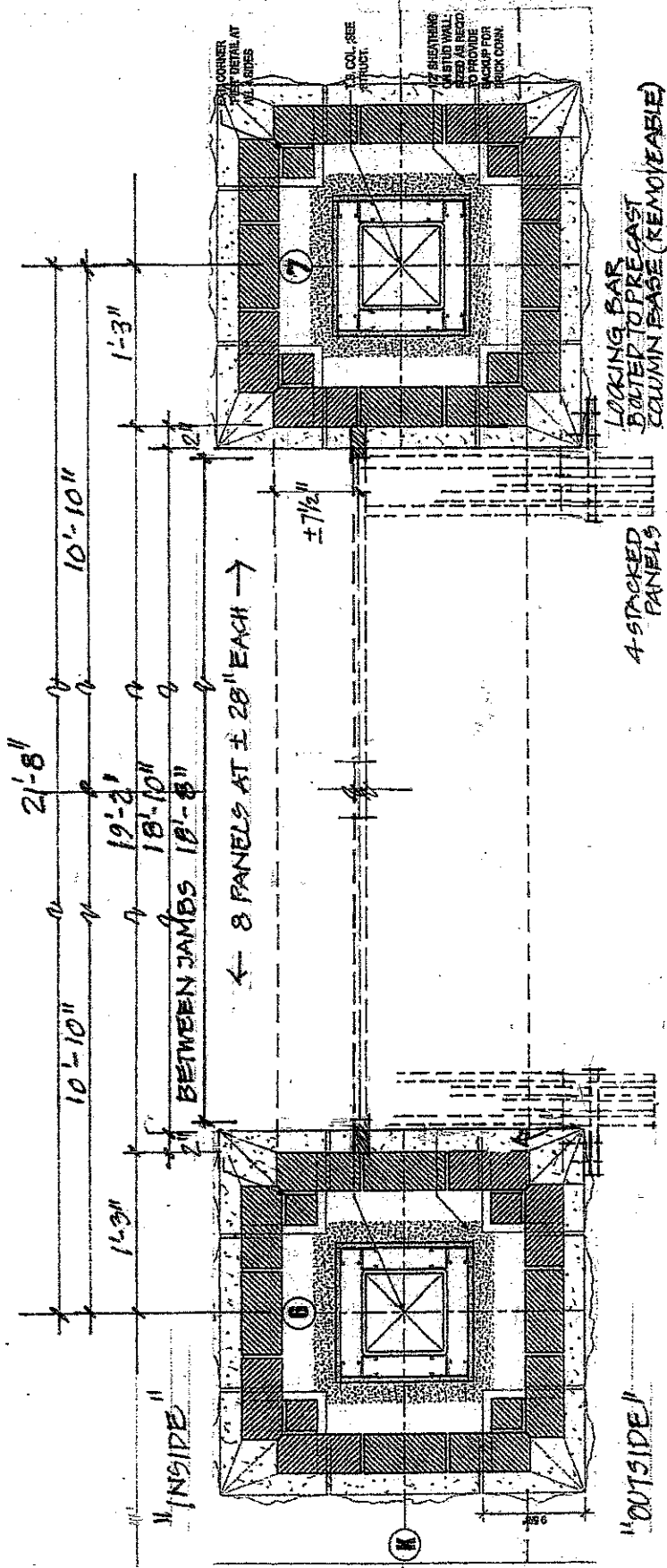
Issue Date: 04.26.11

Project No.: TA 0710

20F5

2

TO VESTIBULE



Thomas Amster
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 Marshfield, MA 01945
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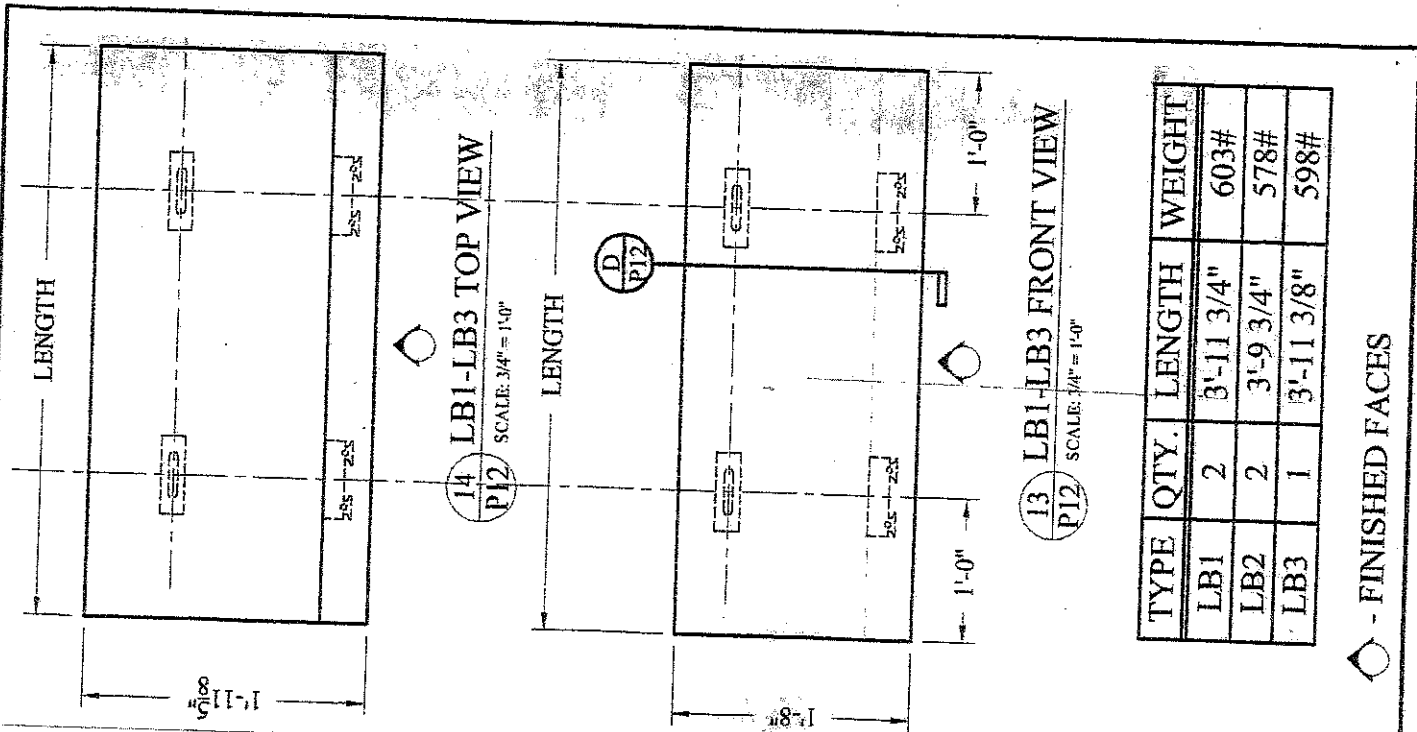
Portsmouth Public Library

PROPOSED SLIDING/STACKING
 GLASS PANEL WALL - WINDBREAK

Scale: 3/4" = 1'-0"
 Drawn By: TA
 Issue Date: 04.26.11
 Project No.: TB0710

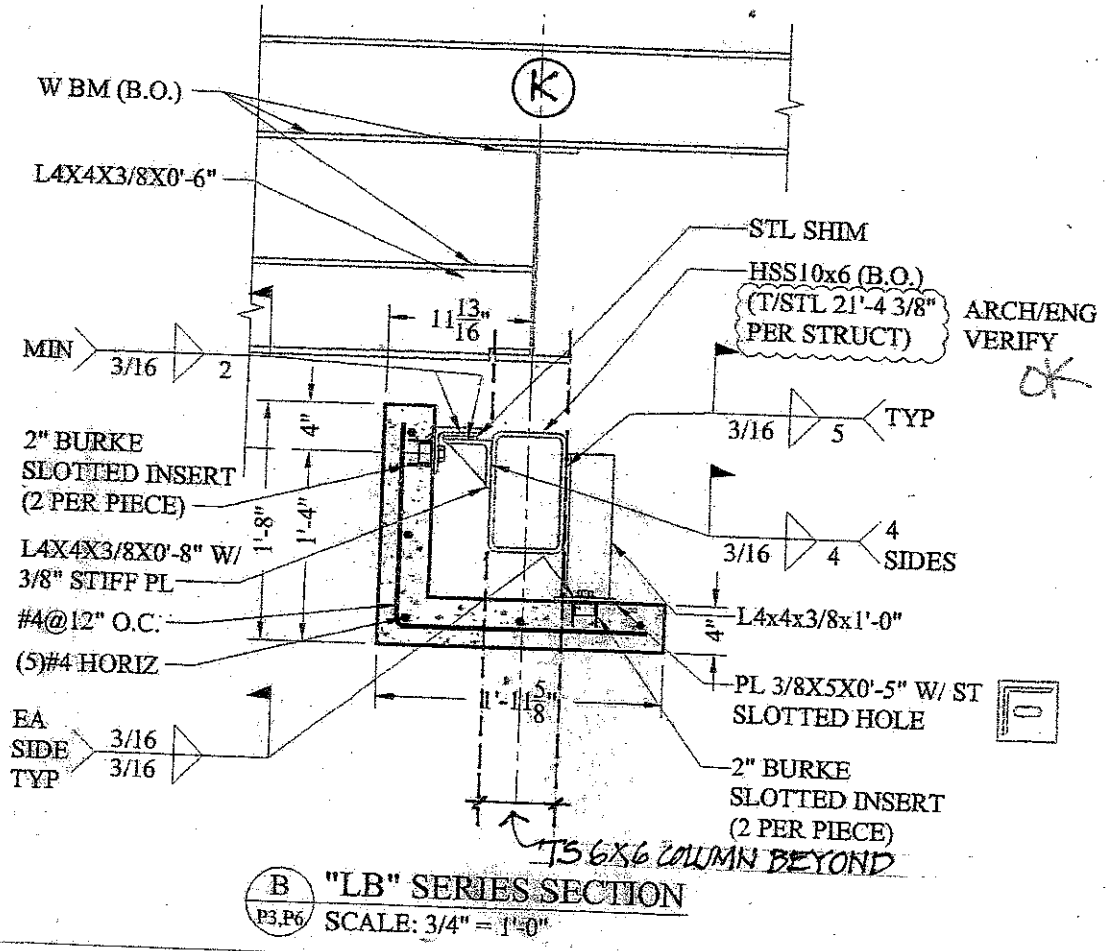
3 OF 4

3



TYPE	QTY.	LENGTH	WEIGHT
LB1	2	3'-11 3/4"	603#
LB2	2	3'-9 3/4"	578#
LB3	1	3'-11 3/8"	598#

○ - FINISHED FACES



B "LB" SERIES SECTION
 P3,P6 SCALE: 3/4" = 1'-0"

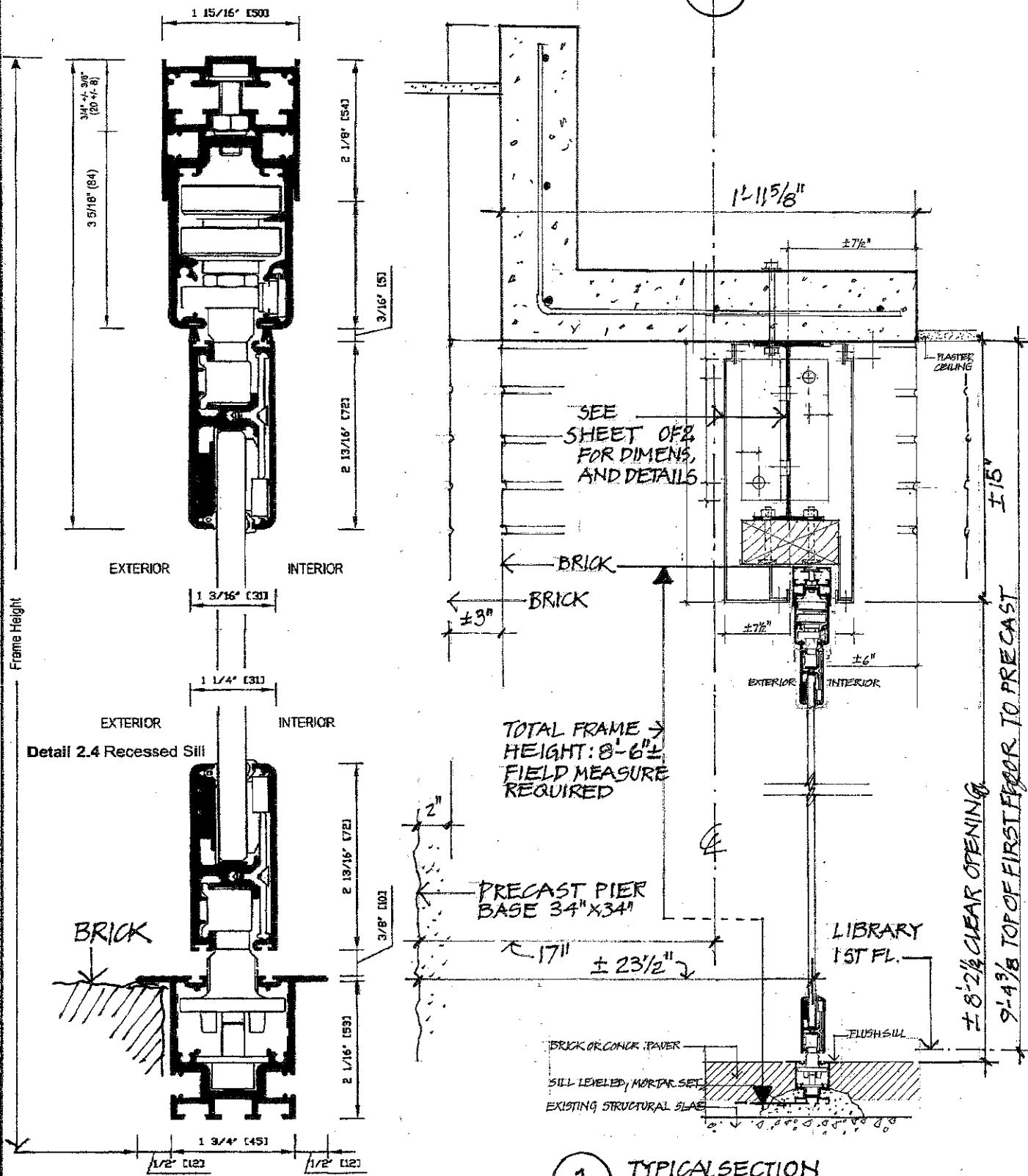
INFORMATION FROM PRECAST SHOP DRAWINGS

<p>Thomas Anstler Architect, AIA 29 Nonantum Road Marblehead, MA 01945 fax/tel 781.639.0313 tomanstler@gmail.com</p>	<p>Portsmouth Public Library</p>	<p>Scale: 3/4" = 1'-0"</p>	<p>4 OF 5</p>
	<p>EXISTING PRECAST PANELS FOR REFERENCE</p>	<p>Drawn By: JA</p>	<p>4</p>
		<p>Issue Date: 04.26.11</p>	
		<p>Project No.: TA0710</p>	

Detail 1.0

Head Jamb (with head compensating profile)

(K)



1 TYPICAL SECTION
SCALE: 1 1/2" = 1'-0"



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Portsmouth Public Library

GLASS WIND BREAK WITH
HEADER/SILL DETAIL

Scale: AS NOTED
Drawn By: JA
Issue Date: 04.26.11
Project No.: TA0710

50F5

5

Model SL25XXL

707 Redwood Hwy, Mill Valley, CA 94941 P: (800) 873.5673 F: (415) 383.0312 E: quotes@nanawall.com



Project Information Portsmouthmouth Public Library-Portsmouth,NH

Client Thomas Amsler
Thomas Amsler Architect

Address 29 Nanantum Road

Marblehead, MA 01945

Email

tomamsler@gmail.com

Sales Rep Information

Rep Bill and Beverly Gere
Specifier Services, Inc.

Location 17 Patten Rd. Bedford,

Phone (603) 669-1329

Fax

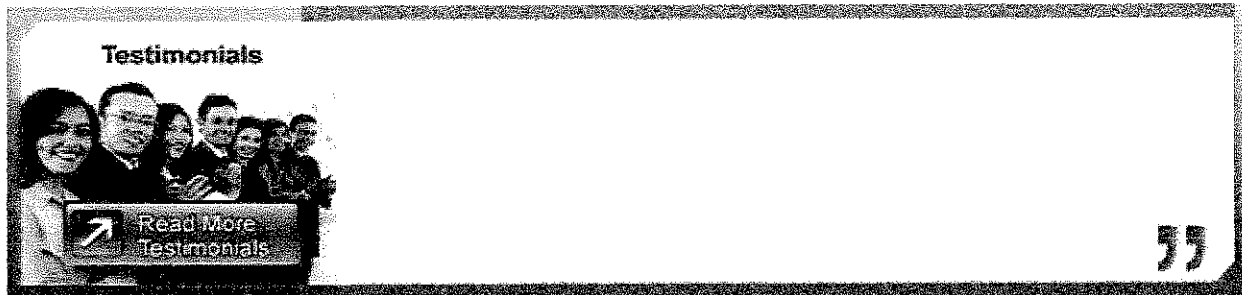
(603) 669-5872

Email gerenh@comcast.net

Shipping Information

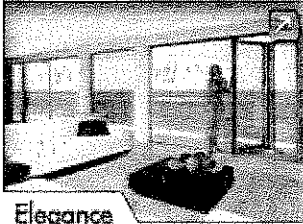
Address: 175 Parrett Ave
Portsmouth NH

To receive Order Agreement documents, check here and fax this form to (415) 383-0312 or contact your NanaWall sales representative.



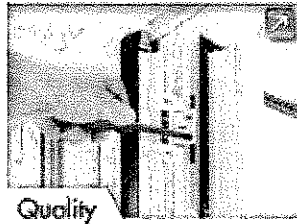
The NanaWall All Glass SL 25 is an individual (single panel) sliding glass window system on a single track, without stiles but with aluminum rails and frame. The end panel on the side where panels stack is a swing panel hinged to a side jamb.

Why Choose NanaWall Select the photos to view online additional information.



Elegance

- With NanaWall, bring the outdoors in - in a matter of seconds. The NanaWall converts your room with a large opening glass wall for more light and space.
- All panels of the NanaWall are on the same plane with a single track.
- The NanaWall has sleek lines and a large glass area for a maximum view.
- The concealed engineering hardware adds to the clean lines of sophistication and superior aesthetics.



Quality

- The NanaWall offers high performance levels for air infiltration, water penetration, structural & thermal performance, and forced entry confirmed by independent lab testing per ASTM standards.
- The NanaWall is an engineered, precision built system complete with pre-fitted hardware.
- The NanaWall is crafted with patented, state-of-the-art hardware with sealed, ball bearing multi-roller running carriages for smooth, quiet and rattle proof operation, even with some dirt or debris in the bottom track.



Support

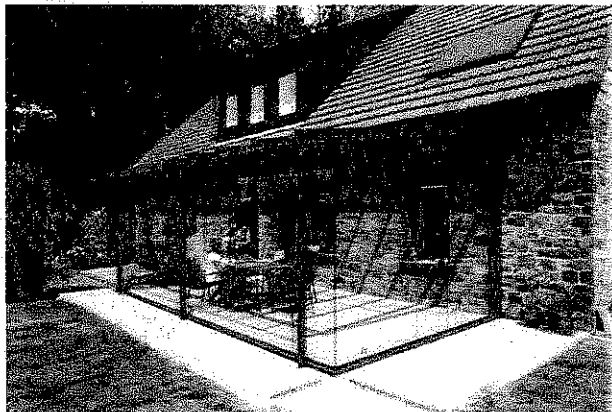
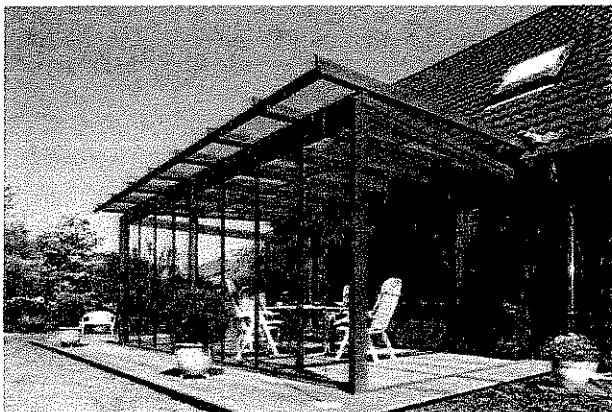
- Our NanaWall Customer Service representatives and Technical Support team help you get the answers you need. Call 1-800-873-5673.
- NanaWall Certified Installers help to make sure your custom made NanaWall is installed properly.
- Your NanaWall is covered by a ten year warranty on rollers and on seal failure of insulated glass. One year on all other aspects of the product, doubled to two years if installed by a Certified Installer.
- On-site after-sales service is available with technicians nationwide.



Experience

- NanaWall is the leader in large opening glass walls and the exclusive North American partner with Solarlux of Germany.
- The NanaWall and Solarlux engineering team have over twenty five years experience handling large and small scale installations and solving challenging architectural specifications.
- Over one million panels are installed around the world.
- The NanaWall has a history of long-term ease of use with industry leading compensation and adjustment features.

NanaWall Green Design:



Model SL25XXL Position 1 Product Details 707 Redwood Hwy, Mill Valley, CA 94941 P: 800.873.5673 F: 415.383.0312 E: quotes@nanawall.com

<u>Configuration</u>	4L4R					View 3D Model	View CAD
Keyed Alike	Yes						
Number of Units	1						
Number of Panels	8						
Unit Width	feet	18' 9 1/4"	inches	225.25	millimeters	5721	
Unit Height	feet	8' 4"	inches	100	millimeters	2540	
Base Price/unit							\$9,416

<u>Swing/Stacking Direction</u>	Inward
<u>Type of Sill</u>	Flush (No rating against wind driven rain)
<u>Aluminum Profile Finish (Recyclable aluminum with recycled content)</u>	Choose from 75 Eco Friendly Powder Coatings from NanaWall Finish Chart: Color Name # Choose from 50 Standard Colors
<u>Glazing</u>	3/8" (10 mm) Tempered
<u>Looking from inside, Side to Open First</u>	Primary Side Right

Misc Items

	Note	Units	Price	Total
	2 Child locks . One on each of the first panels used to operate the system.	2	\$88.00	\$176.00
Total Price/unit				\$9,416
Number of units				1
Extended Subtotal				\$9,416
Position 1 Subtotal:				\$9,592

Unit Weight: 630lbs Unit weight is approximate and does not include packaging material.

Project Summary (in US Dollars)



Custom Quote #

158422

Date:

3/2/2011

Model SL25XXL

707 Redwood Hwy, Mill Valley, CA 94941 P: 800.873.5673 F: 415.383.0312 E: quotes@nanawall.com

Subtotal:	\$9,592
Tax:	\$0
Freight	\$871
Total:	\$10,463

Supply Only

Drawings

To receive an order confirmation/purchase agreement with product drawings, check the appropriate box below and fax this form to (415) 383-0312 or contact your NanaWall sales representative: Bill and Beverly Gere, (603) 669-1329

Questions

Please call NanaWall customer service at (800) 873-5673

Drawing Type

- Standard Drawings (included in price)
- Surrounding Conditions Drawing is \$750 per position (\$750 Total)

Resale & Shipping Information

If you are a reseller, NanaWall must have a resale certificate on file in order for you to be exempt from tax withholding. Prices in the Quote are subject to change if an order is not placed within 30 days from the date of the Quote. Estimated delivery time from NanaWall from receipt of signed Order Agreement, initial payment and signed product drawings: 12-14 weeks shipping to NH (Sea). Please discuss with NanaWall or your sales rep if a more definitive delivery date is needed within this time frame.

Important Information

Installation is not included in the above price. However, installation assistance is available through independent, trained installers. Call 1-800-873-5673 for more information.

This Quote contains Nanawall's quotation for products based on information, input and specifications provided by you. The quoted price is valid only for the product details listed. The product details listed are based on Nanawall standard products and may not conform to project specifications in terms of requirements and/or product performance. Nanawall cannot take the responsibility to and will not review any plans and/or specifications in detail nor can it ensure that any of its products will meet the project requirements. Please review this quotation carefully and ensure all product details are accurate and correct. It is your responsibility to make sure all product details described in this Quote are appropriate for your project. For further information or assistance on product details selection, please consult NanaWall's literature, web site, sales rep or NanaWall customer service.

If any changes or corrections to the information contained in the Quote are needed, please let NanaWall know and NanaWall will submit a revised Quote.

Once the Quote is acceptable, please inform Nanawall (either by checking the box on the first page of this Quote or by other means) and Nanawall will deliver its Order Agreement documents which will govern and control Nanawall's sale of products to you. This quote is expressly made subject to Nanawall's terms and conditions of sale. A sample of the Order Agreement documents is available for your review upon your request.

NanaWall will process orders for production only after receipt of 50% of the total amount on the Quote, signed copies of the Order Agreement and signed approval of product drawings. The balance of payment is cash on delivery. No orders can be canceled after the receipt of the signed Order Agreement.

Freight indicated is the amount to be charged to the Buyer using NanaWall's standard shipping procedure unless specified otherwise. If the location is not easily accessible by common carrier, then shipment will be made only to the nearest freight terminal. Delivery is to curbside only. Buyer will be responsible for unloading the product from the delivery truck.

___ (Applicable if checked) For HSW, VSW and non-standard folding systems such as segmented units ("Special Units"), you must provide NanaWall the following so that NanaWall can prepare Product Drawings for your review: a signed copy of the Order Agreement, payment of 20% of the total amount on the Quote, accurately dimensioned drawings of each opening showing all relevant critical elements that include, but are not limited to, opening width, location of the unit relative to any walls, location of the stacking bay and all other relevant design considerations. Product Drawings for HSW, VSW or non-standard folding systems will only be prepared after these documents and payments have been received by NanaWall. After written approval of the Product Drawings and receipt of another 30% payment of the total amount in the Quote, the order will be processed and estimated delivery time shall commence.

___ (Applicable if checked) Special Drawings – instead of standard NanaWall Product Drawings, more job specific drawings including a cover sheet, product elevations, product floor plans and NanaWall cross-section details with pertinent surrounding conditions can be provided by NanaWall. You must provide NanaWall the following before NanaWall can prepare Special Drawings for your review: a signed copy of the Order Agreement, payment of 100% of the Special Drawings amount in the Quote, and all necessary information for the preparation of these drawings such as surrounding wall conditions, placement of unit in the openings and all other relevant information. After written approval of the Special Drawings and receipt of 50% payment of the total amount in the Quote, the order will be processed and estimated delivery time shall commence.

If Special Drawings price is not included in the Quote above and you would like a price, please let NanaWall know.

If any changes in dimensions, design or layout are made after Product Drawings are prepared, extra charges for preparation of revised drawings of an amount to be solely determined by NanaWall will be made that need to be paid before any drawings are revised.

Model SL25XXL

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Shown below are choices for available options. Please note that pricing is dependent on the selections made.

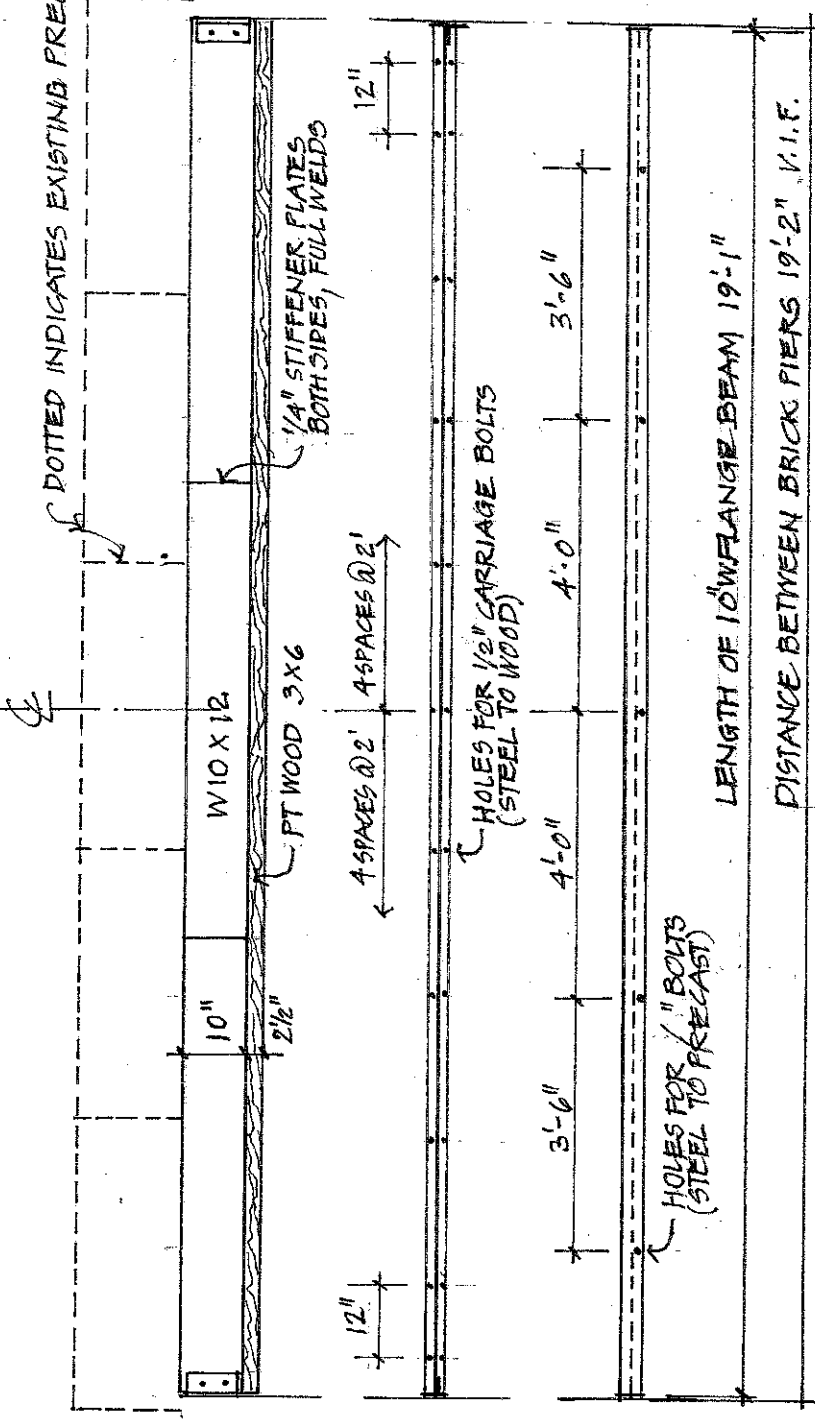
Option	Available Choices
Swing/Stacking Direction	Inward Outward
Type of Sill	Raised Flush (No rating against wind driven rain)
Aluminum Profile Finish (Recyclable aluminum with recycled content)	Clear Anodized Eco Friendly Dark "Anodized" Bronze Powder Coated Choose from 75 Eco Friendly Powder Coatings from NanaWall Finish Chart: Color Name # <MatchColor> Eco Friendly White Powder Coated Dark Bronze Anodized * Choose from an Additional 165 Eco Friendly Powder Coatings from the RAL Gloss Chart: RAL # <RAL> * Choose from an Additional 165 Eco Friendly Powder Coatings from the RAL Matte Chart: RAL # <RAL> Eco Friendly Dark Brown Powder Coated
Glazing	5/16" (8 mm) Tempered 3/8" (10 mm) Tempered 1/2" (12 mm) Tempered
Looking from Inside, Side to Open First	Primary Side Left Primary Side Right
Glass Spacer Bar Finish	Silver Gray Dark Bronze

DOTTED INDICATES EXISTING PRECAST

ELEVATION

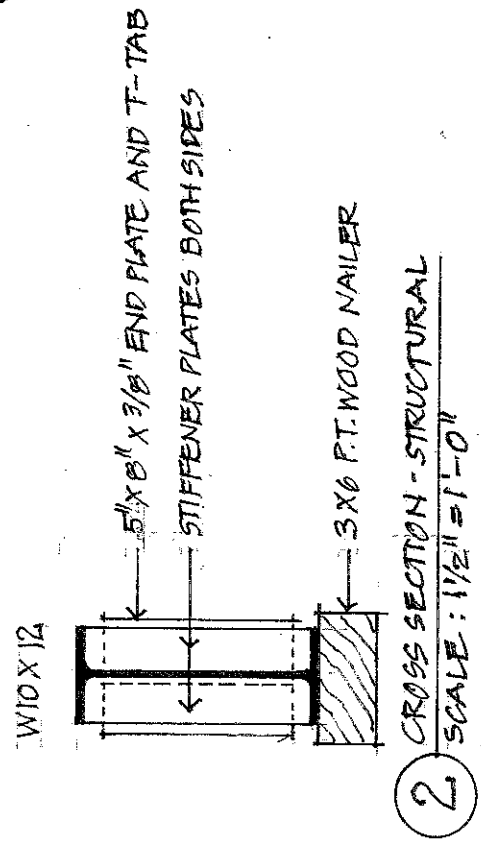
BOTTOM FLANGE

TOP FLANGE



1 STRUCTURAL HEADER, ELEVATION, PLANS
 SCALE: 3/8" = 1'-0"

FOR ADDITIONAL DETAILS,
 SEE DRAWING 2 OF 2



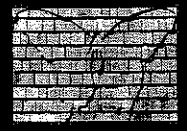
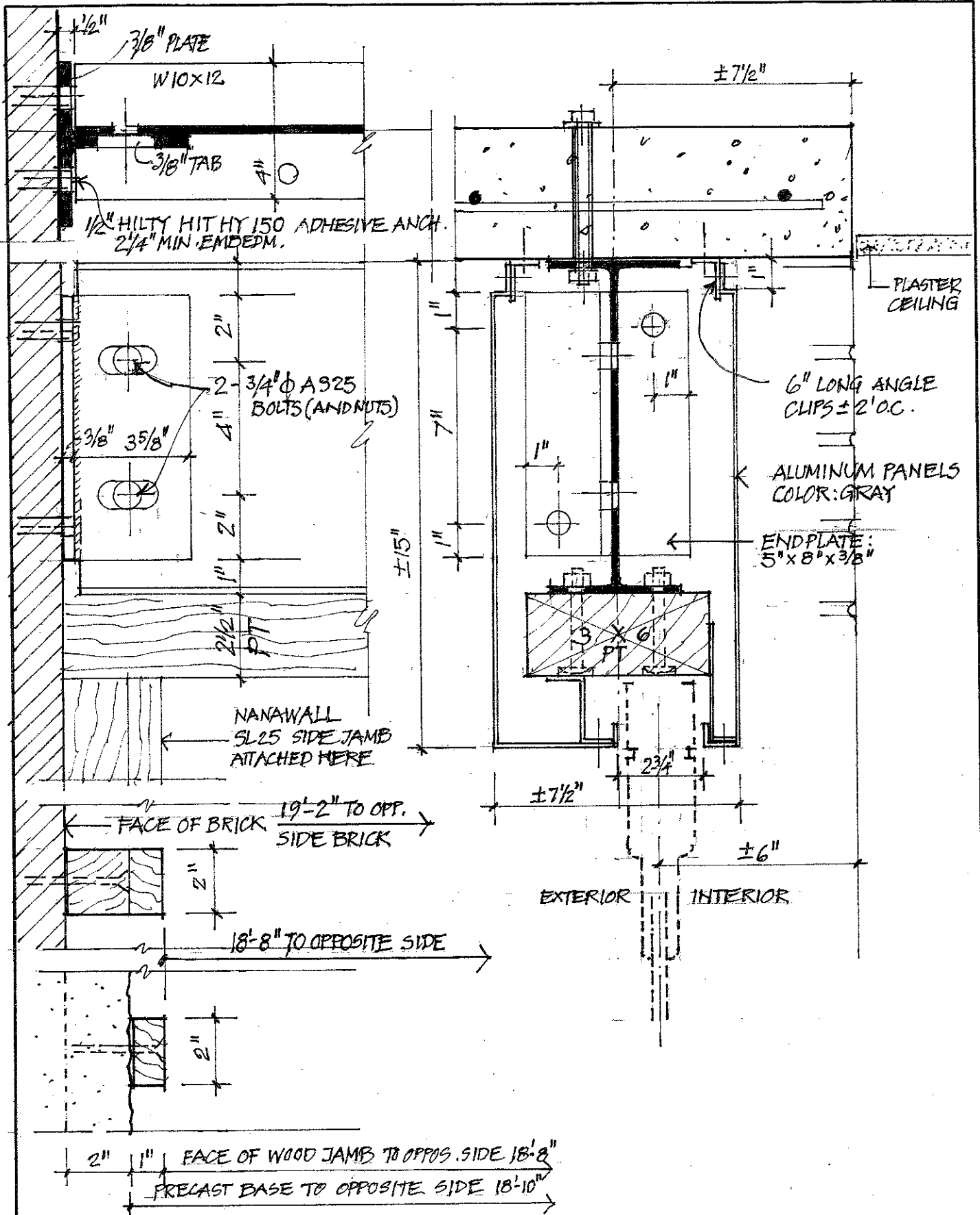
Thomas Amstler
 Architect, AIA
 29 Nantuxton Road
 Marblehead, MA 01945
 fax: 781.639.8313
 toamstler@gmail.com

Portsmouth Public Library

NEW HEADER DESIGN
 (WIND BREAK)

Scale: AS NOTED
 Drawn By: TA
 Issue Date: 04.30.11
 Project No.: TA0710

1 OF 2
 1



Thomas Amsler
 Architect, AIA
 29 Noantum Road
 Marblehead, MA 01945
 fax/tel 781.639.0313
 tomamsler@gmail.com

Portsmouth Public Library

STRUCTURAL HEADER DETAILS

Scale: 1/4" FULL S.
 Drawn By: TA
 Issue Date: 04.30.11
 Project No.: TA0710

2 OF 2
 2